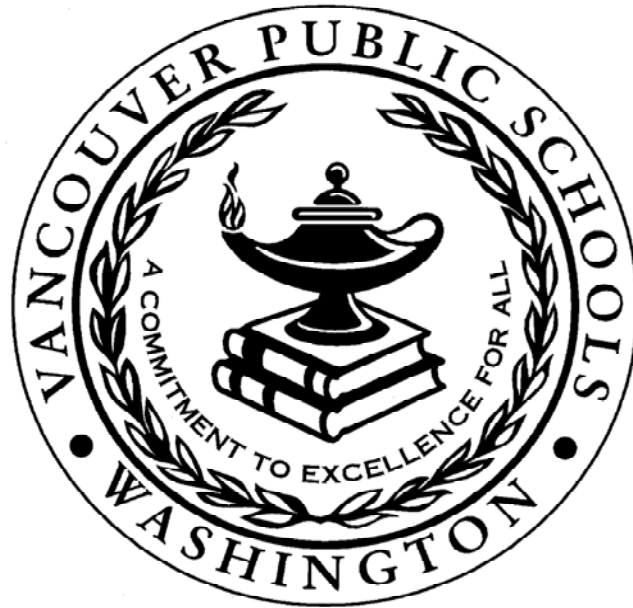


**COLLECTIVE
BARGAINING AGREEMENT**



BETWEEN

**SERVICE EMPLOYEES'
INTERNATIONAL UNION (SEIU)
LOCAL 925**

AND

VANCOUVER PUBLIC SCHOOLS

**2008-2009
2009-2010**

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VANCOUVER PUBLIC SCHOOLS

AND

**SERVICE EMPLOYEES' INTERNATIONAL UNION
LOCAL NO. 925**

PREAMBLE

This agreement is made and entered into by and between the Board of Directors of Vancouver Public Schools, County of Clark, Vancouver, Washington, and the Service Employees International Union, Local No. 925.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 1st day of September, 2008.

All provisions of this Agreement will be in full force and effect from September 1, 2008, to and including August 31, 2010.

WITNESSETH:

VANCOUVER PUBLIC SCHOOLS

**SERVICE EMPLOYEES' INTERNATIONAL
UNION 925**

Dr. Edward Rankin
President of the Board of Directors

Pat Kelly
Unit Chairperson

Dr. Steven T. Webb, Ed.D.
Secretary to the Board of Directors

Keith Carlson
Vice Chairperson

Dianne Hibbard
Representative, local 925

**Letter of Agreement
Between
Vancouver School District No. 37
And
Service Employees International Local 925**

The Vancouver School District (“District”) and Service Employees International Union Local 925 (“SEIU”) agree to the following provisions as resolution of 2008-2009 Negotiations:

The District and the Union agree to work on the following items in labor-management meetings. When applicable agreements reached shall be memorialized in Letters of Agreements.

- (1.) Vacation During the school year: Review vacation requests and approval to assure that practice allows for reasonable requests without a predetermined limit on number of days.
- (2.) Graveyard shift pay: Review the scheduling of graveyard shifts and shift pay to assure fair and equitable treatment (i.e. trainings, jury duty, holidays).
- (3.) Expanding job opportunites: Look at opportunities for BOC, day-time and lead custodial assistants for back-up, fill-in temporarily, or otherwise bid trades worker opportunities.
- (4.) Performance management process: Review, discuss, and as appropriate document, the procedures for managing performance and performance related issues to assure a fair, equitable and consistent process is communicated to employees and adhered to when addressing performance concerns.
- (5.) Bus Driver Bidding Procedures: Maintain the two-bid procedure but also continue to address this issue and attempt to identify and implement pilot procedures to simplify and streamline the bidding process.

FOR THE DISTRICT:

FOR THE UNION:

**Between
Vancouver School District No. 37
And
Service Employees International Local 925**

The Vancouver School District ("District") and Service Employees International Union Local 925 ("SEIU") agree to the following provisions as resolution of 2008-09 Negotiations:

1. Increases to Dental and Vision Benefits: Based on availability of funds the District agrees to work with SEIU to increase dental and vision benefits through the Employee Self-Insurance Committee.
2. No Contracting Out: The District agrees to provide a good-faith letter of intent stating the district desire to avoid, and the benefits of not, contracting out bargaining unit work consistent with and subject to the District's responsibility to the community to operate in whatever manner is the most efficient and economical.
3. Training and Minimum Hours:
4. The District will discuss planned training during labor-management meeting to such conditions as number of hours of training and compensation and attendance requirements.
5. Raingear for Warehouse Workers: Consideration will be given to using the same supplier that currently supports maintenance.
6. Personal Leave: Beginning when the new financial management system is implemented, 2009, full day or half day accounting of personal leave and use of personal leave will be accounted for as half-day or full-day. This change is anticipated to be implemented with the beginning of the school year 2009-10 contract year.
7. Custodial Pay Alignment--Pay for Middle School, High School swing shift custodians: Swing shift custodians at the middle school and high school level shall receive an increase of \$.50 per hour over current rate.
8. Carve-Out: The District will pay the full amount of the retirement health insurance 'carve-out' or Health Care Authority (HCA) assessment costs for the duration of The Agreement.

FOR THE DISTRICT:

FOR THE UNION:

**Letter of Agreement
Between
Vancouver School District No. 37
And
Service Employees International Local 925**

The Vancouver School District (“District”) and Service Employees International Union Local 925 (“SEIU”) agree to the following provisions as resolution of 2008-2009 Negotiations:

The Union and the District agree to collaborate on a new model for security. This collaboration includes the following:

- (1) Provisions for current employees to meet the requirements of any newly created job positions, requirements or job descriptions changes, including training.
- (2) Review and/or upgrades to pay per changes to duties and responsibilities
- (3) Provision for current employees who meet qualifications to move into any upgraded positions created.

FOR THE DISTRICT:

FOR THE UNION:

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ARTICLE I: RIGHTS AND OBLIGATIONS OF THE EMPLOYEE

Article I, Section 1 - Bargaining Agency

Union Recognized

The District agrees to recognize the Union as the sole collective bargaining agency for Union employees in the classifications herein mentioned and will deal with its representatives with respect to wages, hours, working conditions, and all other pertinent matters.

Article I, Section 2- Bargaining

Collective Bargaining

It is understood that the Union will set up its ordinary shop machinery for collective bargaining.

Article I, Section 3- Administration/Interpretation of Agreement

Interpretation of Agreement

Upon request by either party, the Union's designated representative(s) and the District's designated representative(s) shall meet to discuss issues relating to interpretation or compliance with this Collective Bargaining Agreement. When a request is made, the meeting shall be held within a reasonable time.

Article I, Section 4 - Definition of Days

Definition of Days

Reference to "days" in this Article means working days, which shall count as Monday through Friday, five (5) days per week, exclusive of holidays.

Article I, Section 5- Maintenance of Agreement

Maintenance Of Management

Except as specifically negotiated, nothing in this Agreement shall lower any present working conditions, wages, or any other privileges enjoyed by employees covered herein.

Article I, Section 6- Union Representation

Union Jurisdiction

It is agreed that whenever any employee not mentioned in the classifications herein, but coming under the jurisdiction of Service Employees' International Union, Local 925, elect that the Union represent them, that within five (5) working day's notice being given, hours, wages, and working conditions will be negotiated for such classifications for such employees. The wages, hours, and working conditions agreed to shall become a part of this Agreement by attaching such wages, hours, and working conditions as a supplement to the Agreement.

Article I, Section 7- Payroll Deduction

Authorization

1. The Union will forward to the payroll department, in a timely manner, the appropriate forms authorizing payroll deductions for work permit fees, initiation fees, and Union dues. Upon receipt of such forms, the District will deduct from the employee's wages and remit monthly to the Union; work permit fees, initiation fees, and/or union dues of all employees who individually certify in writing that they authorize such deductions.

Hold Harmless

2. The Union will indemnify, defend, and hold the District harmless against any claims made and against any suit instituted against the District on account of any payroll deductions for the Union. The Union agrees to refund to the employee and/or the District any amounts paid to it in error.

Article I, Section 8- Political Deductions

Authorization of Political Deduction The District hereby agrees to honor deduction authorization for political purposes from its employees who are Union members. The authorization must be made by the employees and included as part of their normal monthly union dues that are deducted and submitted to the Union. This authorization to increase their Union dues to include the financial authorization for political purposes must be made at the beginning of the school year and shall continue until the beginning of the following school year.

Article I, Section 9 – Union Membership

Union Dues 1. It shall be a condition of employment that all employees of the District covered by this Agreement shall, on or after the 30th day of employment, comply with one of the following:

(a) Become and remain members in good standing of the Union. Upon signing an authorization for deduction of Union dues, the District agrees to deduct an amount equal to the monthly dues paid by members of the Union from the compensation of each said employee, and to transmit the same to the Union;

Dues Options OR,

(b) Employees who object to Union membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall pay an amount equivalent to normal dues and initiation fees to a non-religious charity or other charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the District that such payment has been made. If the employee and the Union cannot agree upon such a matter it shall be resolved by the Public Employees Relations Commission.

Members in Good Standing 2. All work to be performed in the jurisdiction of this Union local shall be performed by members in good standing, except emergencies or other conditions agreed to by the Union and the District.

Work Permit 3. All temporary/substitute workers shall be required to contact the Union and obtain a work permit from the Union within five (5) days of the first day of employment.

Union Information 4. The District shall provide all new employees information prepared by the Union regarding the operation of the Union and the employees' obligation to the Union.

Notification of Employee Activity 5. The District will notify the Union of all hiring, layoffs, and terminations from the payroll and promotions of employees subject to this Agreement, together with the reason for any terminations.

Article I, Section 10 – Notification of Layoff and Recall

Layoff:

District's Obligation 1. The District will give employees at least two (2) weeks written notice in the event of a lay-off. The District shall provide the Union with the names of all employees to be laid off as soon as possible after such determination has been made. The District shall meet with a representative of the Union in a timely manner to explain the reasons for the layoff. The order of layoff shall be determined by length of service in position, then by length of service in classification, and finally by total length of service with the District.

Bumping Process 2. An employee who is about to be laid off as a result of being the least senior in a position shall have the opportunity to bump another employee who has less seniority in that classification, provided the employee who is about to be laid off possesses skills and abilities which are at least equal to those of the employee he or she seeks to bump.

Bumping Into Another Classification

3. An employee who is about to be laid off as the result of being the least senior in a position and who cannot, for whatever reason, bump into another position in his or her classification shall have the right to bump another employee in any classification which he or she previously held for forty-five (45) or more consecutive working days, provided he or she has greater District-wide seniority than the employee he or she seeks to bump and provided further that he or she possesses skills and ability which are at least equal to those of the employee he or she seeks to bump.

Recall:

Recall

1. In the event of recall from layoff, the same principles of determining layoffs, as described above, will be utilized in recall procedures.

District Not Obligated

2. Employees laid off shall retain such right of recall for a period of twelve (12) months from the date of layoff. Employees recalled by the District shall be reinstated with seniority rights accumulated as of the date of their layoff. An employee recalled by the District for a position comparable to the one from which he/she was laid off and who rejects such an assignment shall not lose his/her recall rights and, if desired, will be considered for subsequent vacancies along with all other applicants.

Notification of Recall

3. The District shall have no obligation to recall substitute, temporary, term or probationary employees who may have been laid off. In no case shall a new employee be employed by the District while there are laid off employees who are qualified for a vacant or newly created position.

Notice Sent

4. Notice of recall shall be sent to the employee at his/her last known address. It is the employee's responsibility to apprise the District of their location so that the District can contact them.

Employee's Responsibility to the District

5. Within forty-eight (48) hours after receipt of the recall notice, the employee shall notify the District of his/her intention to return to work or he/she shall be considered to have voluntarily quit employment with the District. An employee recalled by the District and accepting the position shall have two (2) weeks to report to work if employed elsewhere at the time of recall.

In Event of a Substantial Layoff

6. The District and the Union will meet in labor-management in advance of any substantial layoff and recall to discuss the procedures and conditions governing the layoff and recall to include the conditions governing recall offers and the number of offers to be extended.

Article I, Section 11 – Intent to Terminate

Employee Responsibility

1. Employees will give the District written notice of intent to terminate employment at least two (2) weeks in advance of leaving.

District Responsibility

2. Any employee whose employment is terminated during his/her normal work year after six (6) months of continuous service, except an employee discharged for just cause, shall be given ten (10) working days notice with pay. Upon termination, each employee shall be entitled to regular pay for each full day of unused vacation entitlement in accordance with the Article titled "Vacations" (Article VII, Section 2) and in accordance with state law.

Article I, Section 12 - Laws and Regulations

Non-Discrimination

The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, sex, age, marital status, political activity or the presence of any sensory, mental, or physical disability except as required in accordance with this Agreement or as otherwise provided by law. It is the expressed intent of the Union in executing this Agreement to recognize that the School Board and its designees shall retain sole control and direction over the District's compliance with such laws, regulations, and the District Affirmative Action Policy.

Article I, Section 13 - Personnel File

- | | |
|--------------------------------|---|
| Inspection of Contents | 1. Employees or former employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District. Upon request, a copy at District expense, of any document contained therein shall be afforded the employee. |
| Evaluation | 2. No evaluation, correspondence, or other material making derogatory reference to the employee's character or manner shall be kept or placed in the personnel file without the employee's signed acknowledgment and opportunity to attach his/her own comments. Such written response shall become a part of the employee's written personnel records. |
| Positive Documents Stay | 3. Positive material will not be removed from an employee's personnel file without the employee's prior approval. |

Article I, Section 14 – Evaluation and Appeal

1. The following procedure shall be used to assist the performance evaluation of the employee:

- | | |
|-------------------------|---|
| Annual | (a) Each employee shall be evaluated once each year. If an employee's performance is considered less than satisfactory anytime during the school year, he/she will be evaluated at that time. |
| Probation | (b) In the event an employee is placed on probation, the District will notify the affected employee in writing. The District will provide the employee with a specific plan of assistance to help the employee overcome the deficiencies. The employee will be given a minimum of thirty (30) working days to correct the deficiencies. |
| Timeframe | (c) The annual evaluation shall take place by June 30 and shall be in writing. The evaluation end-date for building assigned employees will be adjusted to coincide with the end of the school year. |
| Content(s) | (d) Each evaluation will concern an employee's work performance, focusing on weaknesses and strengths with specific suggestions for improvement where appropriate. |
| Copy to Employee | (e) A copy of the written evaluation will be placed in the employee's personnel file and a copy will be given to the employee. |

2. Evaluation Appeal - Step I

- | | |
|---------------------------|--|
| Appeal Process | (a) Within fourteen (14) calendar days of receipt of an evaluation, the employee, either directly or with the assistance of the Union, will commit such appeal to writing, sign it, and present it to the supervisor. The written statement should include the nature of the appeal, the alleged discrepancies in the evaluation, and the recommended corrections to the evaluation. |
| Response to Appeal | (b) Within fourteen (14) calendar days, after receipt of the written appeal, the supervisor shall communicate his/her written response to the employee. |

3. Evaluation Appeal -Step II

- | | |
|---------------------------------|---|
| Superintendent/ Designee | (a) If the employee is not satisfied with the resolution of Step I, he/she may within fourteen (14) calendar days after receipt of the written response, submit his/her appeal to the superintendent/designee. |
| Written Decision | (b) The superintendent/designee shall meet with the employee within fourteen (14) calendar days after receipt of the appeal. A written decision shall be rendered within thirty (30) calendar days of such meeting. |

- Binding Arbitration**
4. The grievance procedure can be utilized to binding arbitration to resolve a dispute that pertains to proper adherence to timelines and procedures followed in the process of evaluating an employee or any action that results in disciplinary action.
 5. A dispute pertaining to a recommendation or observation by an evaluator contained in the evaluation instrument that does not lead to disciplinary action will be limited to Step II.

Appeal Limits

Article I, Section 15 – Discipline

- Notification**
1. No employee shall be disciplined or adversely affected without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Union in writing.
- Right to Representation**
2. An employee will be advised of his/her right to representation. An employee will be allowed to have a representative of his/her choosing at any disciplinary meeting. The conference will be scheduled with no less than two (2) days’ prior notice.
- Member Rights: Discipline and Investigatory Meetings**
3. An employee will be advised by a supervisor of his/her right to representation at a meeting scheduled for disciplinary purposes. An employee will be allowed to have a representative of his/her choosing at an investigatory meeting should the employee believe the meeting will lead to discipline and should the employee make a request for representation. The meeting will be delayed for no more than the end of the workday to allow for representation. In the case of investigatory meetings, the supervisor is not required to inform the employee of a right to representation. Disciplinary meetings will be scheduled with no less than two (2) days’ prior notice.
- Progressive Discipline**
4. The District agrees to follow the policy of progressive discipline and any disciplinary action taken against an employee shall be appropriate to the behavior that precipitates said action. The District has the discretion to bypass steps in progressive discipline because of the severity of the conduct.
- Vehicle Operation**
5. Avoidable Accidents, Traffic Violations, and Damage: The progressive discipline policy also applies to employees who operate district vehicles.
- Complaints**
6. Any complaint made against an employee by any parent, student, or other person will be promptly called to the attention of the employee, as long as it is in accordance with the law.
- Derogatory Material**
7. Any derogatory material not shown to an employee within fifteen (15) days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee.
- Removal of Documents**
8. After six (6) months, the employee may petition by a written request to the superintendent/designee that such material be removed. The final decision rests with the District.

Article I, Section 16 - Employee Protection

- Insurance Protection**
1. The Board shall provide employees with insurance protection covering those employee(s) engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof. Such insurance protection must include liability insurance covering injury to persons and property, and insurance protecting those employees from loss or damage of their personal property incurred while engaged in any supervisory capacity as designated by the Board or its representatives.

Safe and Healthy Environment 2. It is the District's policy to make every reasonable effort to provide a safe and healthy environment for students and employees. Union employees shall not be required to work under conditions known to be unsafe, hazardous, or to perform tasks that endanger their health, safety, or well being. The District will call upon other agencies such as police, the courts, and social agencies to help preserve the health and safety of all persons involved in a school situation.

Use of Force 3. An employee is authorized to use force, but no more than shall be necessary, upon or toward a student or other person on or around school premises whenever such employee is about to be injured, or to prevent malicious trespass or other malicious interference with that real or personal property which lawfully is in his/her possession, the possession of another employee or a student, or upon school premises. The District shall support and assist employees with respect to maintenance of control and discipline of students in the employee's assigned work area. The District or its designated representative shall take reasonable steps to assume the legal responsibilities with respect to students who are disruptive or repeatedly violate rules and regulations.

Article I, Section 17 - Personal Property Damage/Loss

Reimbursement 1. The District agrees to budget \$5,000 per year for the purpose of reimbursing employees whose personal property, including clothing and automobile, is lost or damaged as a result of theft or vandalism. The District shall establish rules and regulations outlining the procedures and documentation needed for payment of a reimbursement claim. Those rules shall be governed by the following provisions.

Personal Property 2. The use of an employee's personal property for District purposes must have the prior written approval of the employee's supervisor.

Cash Theft (a) Loss or theft of cash is not covered.

On Duty (b) Theft or vandalism must have occurred while the employee was performing assigned duties/responsibilities.

Reporting Loss (c) The employee must report the theft or vandalism to the appropriate law enforcement agency within forty-eight (48) hours of knowledge of the incident, and a copy of said report must be provided to the employee's supervisor.

Proof of Loss (d) The employee must complete a Proof of Loss and Claim Reimbursement form and attach any receipts or cost estimates that explain the amount of theft or vandalism. The claim for reimbursement must be made to the employee's supervisor within ten (10) days of the theft or vandalism, or the claim is deemed waived by the employee.

Recovery Process (e) The employee must exhaust his/her own insurance recovery possibilities before being eligible for reimbursement from the District. Upon District approval of an employee's claim, the employee may be reimbursed up to \$250.

Reimbursement Claims (f) Reimbursement claims shall be filed for amounts not less than ten dollars (\$10) but not more than two hundred and fifty dollars (\$250) for each loss.

Replacement Costs (g) Repair and replacement costs shall be based on the most current and available estimate of current value, rates, and/or prices.

June Deadline (h) Reimbursement of employee claims will occur in June. The amount of reimbursement, up to a maximum of \$250, depends on the number of claims filed with the District. The District will make every effort to see that each employee receives an equitable share of the \$5,000. For example: if there were forty (40) claims for \$250.00, each employee would receive \$125.00.

Article 1, Section 18 – Liability Insurance

Liability Insurance

The District shall make available the amount of insurance on each driver.

Article I, Section 19 – Professional Development

Training Reimbursement

The District from time to time offers general in-service training for groups or categories of employees. These in-service programs are provided by the District on an as needed basis. The District hereby sets up a fund of \$7,500 with a per person limit of \$250 per year with any residual funds being paid out proportionately to employees with authorized expenses in excess of \$250 a year for each year of the contract for individual staff development training. Individuals who are interested in taking particular training (workshops, college courses, seminars, etc.) should make application for the training through their immediate supervisor. To be considered, the training must be relevant and beneficial to the District either immediately or in the future. Final decision on funding staff training will be at the discretion of the superintendent/designee. At the end of the fiscal year, an accounting of all expenditures will be made available to the bargaining unit upon request.

Article I, Section 20 – 9 Month Employee Training Day

9 Month Training Day

Nine month employees are provided one (1) additional paid training day in addition to the normal contract year starting with the 2005-06 school year. Training will be mandatory with the provision that any employee excused from the training will not be compensated for the training day and will not be entitled to use a paid leave day in lieu of the training day.

ARTICLE II: RIGHTS OF THE UNION

Activity during Work Hours

1. The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during their working hours.

Posting Notices

2. The Union shall have the right to post notices on staff bulletin boards. The Union shall also have the right to use the school mail and school mailboxes to distribute Union material. The use of school mail and bulletin boards will be in accordance with the law. The use of the school mail for personal or political purposes will be in accordance with District practice.

Use of District Facilities and Equipment

3. The Union shall have the right to use school facilities for meetings and school equipment at reasonable times, when such equipment is not otherwise in use. Scheduling will be done through proper administrative channels.

Union Business During Work Hours

4. Union agents shall be permitted to transact official Union business on school properties at reasonable times. During working hours, the Union representative shall check with the appropriate authority in the building before contacting the employee at work.

Representation during Work Hours

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

The District agrees to furnish the Union, upon request, all available information in accordance with the law.

Union Officer Released for Business

6. Upon approval of the District, any employee elected or appointed to office in the Union may be granted release time to devote to the discharge of his/her duties with the Union. This person will serve this time without pay and without loss of seniority. Requests for release time should be transmitted through the employee's immediate supervisor to the superintendent's designee.

ARTICLE III: RIGHTS OF THE EMPLOYER

- Right to Direct Work Force** 1. It is agreed that the statutory, customary and usual rights, power, functions, and authority of management are vested in management officials of the District. Without in anyway limiting the generality of the foregoing, this shall include rights in accordance with applicable laws and regulations to direct the workforce; 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; and the right to release employees from duties because of lack of work or for other legitimate reasons.
- Maintain Efficiency** 2. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operation is conducted.
- Reasonable Rules and Regulations** 3. The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Union and the employees and to the obligations imposed by this Agreement.

ARTICLE IV: WORK SCHEDULES

Article IV, Section 1 – Workday

- Work Day Defined** Eight (8) hours shall constitute a workday and forty (40) hours shall constitute a workweek completed within five (5) consecutive days.
- Starting and Ending Times** Starting time and quitting time shall be established for all employees within the terms of this Agreement.
- Lunch** Lunch period will be a minimum of thirty (30) minutes uninterrupted and duty-free so the employee is free to leave the work site.

Article IV, Section 2 – Overtime-Compensatory Time

- Authorized Overtime** 1. All overtime must be pre-authorized by the employee’s immediate supervisor. Time worked in excess of eight (8) hours in any one day or forty (40) hours in any one week, shall constitute overtime and shall be paid for at the overtime rate of time and one-half.
- Equal Time** 2. Where there are two or more employees in the same building overtime shall be equally divided if practical.
- Compensatory Time in Lieu of Overtime** 3. Unless work requirements dictate otherwise, the employee will be given the opportunity to elect compensatory time in lieu of overtime. Employees will be treated equitably when work requirements do not permit granting compensatory time. Time off will be at the rate of one and one-half hours for each hour of overtime worked that is in excess of eight (8) hours in any one day, or forty (40) hours in any one week. Hour for hour in the case of time worked that is not in excess of eight (8) hours in any one-day, or forty (40) hours in any one week.
- Fair Labor Standards Act** 4. Compensatory time can be accumulated in accordance with the Fair Labor Standards Act (“FLSA”). Payment for any hours worked will be in accordance with the FLSA.

Accumulated Compensatory Time 5. The decision of the employee to be paid at the overtime rate or to take compensatory time off must be made prior to the time the overtime is worked and cannot be changed at a later date. Accumulation of compensatory time will be recorded on a compensatory time sheet. All compensatory time will be automatically cashed-out at the end of the contract year (August 31st).

Restricting Choice of Comp Time 6. The District will consult in good faith with the shop steward(s) prior to restricting the choice of compensatory time and mandating the payment of overtime due to work requirements.

Article IV, Section 3 – Minimum Work Time

4 Hour Work Rule 1. No employee, except cafeteria personnel, shall be called for less than four (4) hours work in any one day except by mutual agreement among the employee, the District and the Union. Clearance for such employment will be obtained by the District through the business representative of the Service Employees' International Union, Local 925.

Call Back Time 2. Any employee called back after the close of the regular shift shall receive at least two (2) hours pay at the overtime rate of time and one-half.

Article IV, Section 4 - Split Shift

Split Shift Defined No employee shall be required to work a split shift unless it is mutually agreed to by the employee, the Union and the District, and only when the nature of the service rendered demands such a split shift. In case of split shifts, hours will be confined to eight (8) hours within ten (10) consecutive hours.

Article IV, Section 5 – Working In More than One Building

Mileage 1. Employees traveling between two or more sites during their regular scheduled workday shall receive mileage compensation at the rate approved by the Board of Directors for all employees when using their own private auto carriers for approved local transportation. The mileage must be approved and reported monthly on appropriate vouchers to the business office in order to receive compensation.

Travel Time 2. Travel time required during the scheduled workday shall be included in the employee's regular pay.

Article IV, Section 6 – Absence and Return

Absence 1. If an employee is to be absent from work, he/she shall comply with his/her department procedures regarding absence notification. If the nature of the work is such that a substitute is needed, but cannot be supplied, a regular employee may be required to work the extra shift and shall be paid at the scheduled overtime rate.

Return 2. An employee who plans to return to work after being absent must notify the department in accordance with established department procedures so that a substitute will not be called. In the event the employee fails to so notify the department and a substitute has been called, the returning employee shall be sent home and forfeit the day's pay.

Article IV, Section 7 – Summer Employment

Application Process 1. It is agreed that because of the type of work required and the time element involved in the summer clean up season, employees shall be chosen due to ability and years of successful service in summer clean up as determined by the District, unless there shall be more than one person having equal qualifications, then seniority shall govern. Employees in this bargaining unit who are qualified will be given first consideration before hiring outside applicants. Employees should make application for summer work

through the Human Resources Office between January 1 and February 14. {See Appendix G & H}

- Non-Applicable** (a) Article VIII, Section 1, Items 1 and 2, does not apply to summer cleaning season.
- Non-Assignment to Special Crews** (b) Custodians and custodial assistants not assigned to special crews are to remain at their buildings or be assigned where they may be most needed. It is understood that when an employee is temporarily assigned, that such employee has the same summer placement responsibilities and entitlements as the employee regularly assigned to the position.
- Additional Help Needed** (c) If additional help is needed on summer cleanup, part-time employees shall be given preference if qualified.
- Work During Non-student Times** (d) Regular employees of the District will have preference in performing substitute work at the substitute rate during non-student times with the understanding that the District must maintain a balance between the use of regular and substitute employees to recognize the needs of regular employees while maintaining sufficient commitment to substitute employees to secure their continuing commitment and availability to the District.
- Summer Routes** (e) Bus drivers wishing to drive the summer routes will sign up and will bid on said routes by seniority.
- Summer Accrual of Sick Leave** (f) A bus driver working the summer months shall accrue sick leave and benefits and may use their sick leave on scheduled days of summer work.

ARTICLE V: SENIORITY-VACANCIES-LAYOFF-RECALL

Article V, Section 1 – Carryover of Seniority

- Considerations** 1. Individual skills, abilities, efficiency, and seniority shall be taken into consideration when hiring, job changes, promotions, or layoffs occur.
- Seniority Lists** 2. The District shall set up and maintain seniority lists for the four classification groups of employees (Food Service, Security Monitors, Transportation and Maintenance/Operations). New employees shall be added to the bottom of the appropriate seniority list.
- Determining Factor** 3. Seniority shall be the determining factor in hiring, layoffs, and job changes when the skill and efficiency of competing employees are approximately equal.
- Seniority on Leave of Absence** 4. Seniority shall not accrue to employees who are on leave of absence without pay in excess of twelve months.
- New Seniority Date When Transferred** 5. An employee who is transferred from one seniority list to another shall do so at the entry-level position. For the purposes of bidding, upon completion of the probationary period, the employee shall have a new seniority date established to coincide with the date of transfer and shall be added to the bottom of the appropriate list.
- Return to Classification** 6. If the employee returns to his/her original classification within the probationary period, there will be no change in the individual's seniority.
- Identical Seniority Dates** 7. In the case of two or more employees having identical seniority dates, the earliest application date shall be the deciding factor.
- (a) Beginning September 1, 1994, the Human Resources Office shall stamp each application as it is received with the date and time of reception.

- (b) If two or more employees hired before September 1, 1994, have the same application date, then the Human Resources administrator shall designate a disinterested party to flip a coin to decide the senior person. All affected parties shall be present for the coin toss.

Article V, Section 2 – Positions and Assignments Defined

Positions Defined 1. Positions:

- (a) **Full-time:** A continuing regularly scheduled position with a workday of not less than 8 hours and a work year of not less than 12 months (generally 2080 hours).
- (b) **Part-time:** A continuing regularly scheduled position with a workday generally less than 8 hours and/or a work year less than 12 months.
- (c) **Temporary:** A non-continuing position which may be short term, eliminated, merged, or substantially changed within a short period of time. A “short period” of time shall not exceed ninety (90) working days.

2. Assignments:

Assignments Defined

- (a) **Regular:** Placement into a budgeted position which is considered continuing. Can be either full-time or part-time.

Short-term Placement

- (b) **Temporary:**
 - i. Placement into a position (full-time, part-time or temporary) because of short-term and/or special needs. Assignment is considered non-continuing.

Summer Entitlements

- ii. Placement into a budgeted position (full-time or part-time) which is temporarily available due to illness or incapacitation of a regular employee whose return to work is anticipated. (See Article VII, Section 4, 9a). Assignment is considered non-continuing. When the assignment extends into the summer months, the temporarily assigned employee has the same summer placement responsibilities and entitlements as the employee regularly assigned to the position.

Substitute Assignment

- (c) **Substitute Assignment.** Employment is on an on-call basis to provide services when help is required because of the absence of an employee or to work in a temporary assignment and is not considered continuing. A substitute employee employed for more than thirty (30) days of work during any calendar year who continues to remain available for work shall be included within this bargaining unit and afforded seniority rights consistent with the terms of this Agreement when substitutes, and only substitutes, have made application for the same vacancy. It is understood and agreed that substitutes shall not have the right to grieve actions relating to the application of seniority.

Term Employment

- (d) **Term Employment.** Employees hired under special programs when funding or the program is limited to a specific period of twelve (12) months or less. Such employees enjoy full contract benefits except that their employment contract is limited to twelve months or less, and they are not entitled to seniority, layoff, or recall provisions of regular employment. Prior to invoking this provision, the District will provide notice with full disclosure of the justification to Service Employees’ International Union.

Article V, Section 3 – Vacancies

1. When vacancies become available, such positions shall be bulletined for five (5) working days before being permanently filled.

Posting

- (a) Posting of Vacancies: The District agrees that vacancies will be posted within one week of when the position actually becomes vacant. In extenuating circumstances when this cannot be accomplished, the District will post the vacancy at the earliest possible date and SEIU will be notified in advance of the circumstances and the anticipated posting date. In no event will a posting be delayed to allow an employee time to qualify.

License or Certification Requirements

- (b) Employees and applicants will not be excluded from consideration if they are able to complete a license or certification requirement within a reasonable period. A reasonable period is generally considered to be thirty days but may vary depending on specific job situations. This does not apply when the certification is legally required to perform the duties of the position.

Weekly Listing

- (c) Posting will be accomplished through the weekly job listing of district-wide openings that will be posted on the appropriate bulletin boards in buildings and job locations. The weekly job listing will also be available on the Districts' web site, www.vansd.org, and will run daily on the cable TV channel 28. The posting will include job title, location, work schedule, salary, and any special criteria. Employees who desire more detailed information regarding duties and qualifications may obtain the information from the Office of Human Resources.

Entry Level Positions

- (d) Notwithstanding the preceding, entry level positions (custodial assistant positions, food services positions of less than 3.5 hours, bus driver position of less than 4.5 hours) will not be bulletined.

Food Service Non-bids

- (e) Food Service positions not vacant, but of three and one-half (3.5) hours or more, shall not be bid if additional work hours are added to the assignment.

Reasonable Effort to Fill Positions

- (f) The District agrees that reasonable effort will be made to fill vacant positions within a thirty (30) day period, with the understanding that such commitment does not impact the District's entitlement to determine which positions will be filled and to withhold filling of a position when the District determines that circumstances so warrant. The District will provide timely notice to the Union when a position is not to be filled or the replacement process is purposefully delayed.

District Notification

2. A notice shall be distributed to all District employees who have bid a job informing them of the employee who has been awarded the bid. The weekly job listing may be used to provide this notification.

Disclosure of Interview Process

3. The District will provide full disclosure of the results of the interview process to the applicant and the Union upon request. The Union retains the right to review the decision with the superintendent/designee. Decisions will be fair and consistent and will not be made for arbitrary and capricious reasons. The superintendent/designee will, upon request, meet with the employee to discuss reasons for non-selection. The employee can, at his/her option, have a Union representative present at such meeting. An employee will, upon request, be given written reasons for non-selection.

Internal Candidates Considered First

4. Interviewing and Selecting Candidates for Position Vacancies: Internal candidates who meet the posted qualification requirements shall be interviewed and considered before interviewing qualified outside candidates. This does not preclude concurrent recruitment of internal and outside candidates.

Article V, Section 4 – Probation Period

- Internal Transfers** 1. Employees reassigned to a job classification with a higher rate of pay shall be on probation for thirty (30) working days, but shall be paid at the regular position rate of pay for that classification. The employee shall be assigned to a regular position after thirty (30) working days, providing his/her services are satisfactory during the probationary period. If the employee's services are not satisfactory, he/she shall return to his/her former position and rate of pay. During the thirty (30) working day period, the employee may request to return to his/her former position.
- New Employees** 2. After a new employee is assigned to a regularly scheduled position he/she will be recommended for a permanent assignment at the conclusion of a one hundred and twenty (120) calendar day probationary period, providing said employee has satisfactorily performed assigned duties. After election by the Board of Directors, his/her seniority will be dated as of the first day of employment. In the event the employee selected to fill a regularly-scheduled position has served in a part-time or substitute capacity, up to one hundred twenty (120) calendar days will be allowed toward eligibility for benefits outlined in Article VII.
- Bidding and Probation** 3. New employees who are still within a probationary period are not eligible to bid on new positions until they successfully complete their probation. Regular employees who are on probation following a successful bid for a new assignment may bid on new positions during probation provided there is no pending performance or disciplinary issues.

Article V, Section 5 – New Jobs - Job Descriptions

New Job Description and Changes When the District creates a new job or substantially alters the existing job description within the bargaining unit, the District shall notify the Union of the wage rate and attach a copy of the new job description. Should the Union not be satisfied with the wage scale because it is not in line with other jobs in the wage schedules, the Union may request a meeting within fifteen (15) days of the District's notice to negotiate the wage rate.

Article V, Section 6 - First Aid

First Aid Training A second employee in addition to any crew, work area supervisor or foreman will be trained in first aid responsibilities for those occasions when the supervisor or foreman is absent from work. (Note: It must be understood that first aid classes will be instituted if financing is available to District.)

Outside District Training Option An employee may choose a first aid training option outside normal work hours. The employee will not generally be compensated for the attendance time when making such choice although reimbursement of the course cost will be provided by the District. An employee who desires outside training for compelling reasons may request and the District, at its discretion, may approve paying compensation for attendance time in addition to course costs. {See also, Wages, Article VIII, Section 5}

ARTICLE VI: GRIEVANCE PROCEDURE

Article VI, Section 1 – Definition

Definition A grievance for purposes of this Agreement is defined as any dispute between the Union or employee and the District arising out of his/her employment involving the interpretation of application of any one or more provisions of this Agreement.

Article VI, Section 2 – Steps

- Pre-Grievance Informal Resolution**
1. It is agreed that should any dispute arise, both the District and the Union will actively pursue the following steps to resolve the dispute.
- (a) **Pre-Grievance Conference:** The purpose of the pre-grievance conference is to settle disputes informally. If an employee feels that his/her rights have been violated, the employee shall contact the immediately involved supervisor who has approved the action in question within five (5) days of the action, or within five (5) days of when the employee should reasonably have known of the action, to arrange for a meeting to take place within five (5) days of such notice. A thorough discussion of the complaint shall be conducted during the pre-grievance conference in order to seek grounds for resolution of the problem.
- District and Union Representation**
- (b) The employee may be accompanied by the shop steward. The District shall have the right to comparable representation. Every effort shall be made to develop an understanding of the facts and issues in order to create a climate that will lead to a solution. The supervisor may reply orally to the employee either at the time of the pre-grievance or within three (3) days if more investigation is necessary.
- Written Referral**
- (c) **Step 1:** If the problem is not resolved at the pre-grievance conference, the aggrieved employee may refer the grievance, in writing, stating the basis for the grievance, to the employee's department director (i.e., Maintenance, Transportation, Food Services, Security, and Purchasing) within three (3) days following receipt of the supervisor's oral response to the pre-grievance conference. The written grievance must be submitted on approved grievance forms and signed by the grievant. The supervisor shall answer, in writing, within seven (7) days. (See, Appendix C & D)
- Referral to Superintendent/ Designee**
- (d) **Step 2:** If the grievance is not resolved in Step 1, the grievance may be referred, in writing, within seven (7) days, to the superintendent/ designee. The written notice shall include a statement as to why the decision in Step 1 was not satisfactory. (See Appendix E & F). Within ten (10) days of the date the grievance was appealed, the superintendent/designee shall arrange for a grievance adjustment conference with the Union and superintendent/designee. The superintendent/designee and the Union shall have the right to include at the conference such individuals, as they deem necessary to develop the facts and information pertinent to the grievance. Upon conclusion of the conference, the superintendent/designee shall have five (5) days to provide a written decision, together with the reasons for the decision to the Union. The superintendent/designee may at its option notify the Union and be afforded an additional five (5) days to confer with additional personnel as appropriate before publishing the decision to the Union.
- Substitute Step**
- (e) Any grievance filed by a substitute employee shall not proceed beyond Step 2 of the grievance procedure.
- Hearing Officer**
- (f) **Step 3 A:** If the grievance is not resolved at Step 2 and in place of Step 3-B arbitration, the Union and the District may mutually elect to pursue resolution of a grievance by referring it in writing seven (7) days after receipt of the decision at Step 2 to a hearing officer who is mutually agreed upon by the District and the Union. Any decision by the hearing officer shall be fixed and binding on each party. The hearing officer shall have no power to add to, subtract from, delete, modify, alter, or amend any provision of this Agreement. The expense of the hearing officer, except representation fees and witness compensation (each party assumes their own representation fees and witness compensation), is to be borne equally by both parties.

- (g) **Step 3 B:** If the grievance is not resolved at Step 2, and the Union and District do not

Selection of Hearing Officer	agree to pursue resolution of the grievance through a hearing officer, either the Union or the District may, within seven (7) days, request that the grievance be submitted to arbitration. The District and the Union will attempt to agree on an arbitrator. In the event the District and the Union are unable to agree on an arbitrator, the parties will submit a request to the American Arbitration Association for the appointment of an arbitrator. The arbitrator shall have no power to add to, subtract from, delete, modify, alter, or amend any provisions of this Agreement. The decision of the arbitrator will be final and binding on each party. The expense of the arbitration, except representation fees and witness compensation (each party assumes their own representation fees and witness compensation), is to be borne equally by both parties.
Arbitration Fees	
Mediation	(h) Step 3 C: Upon mutual agreement, the District and the Union may use mediation services of the Public Employment Relations Commission (PERC) to assist in resolving disagreements when circumstances warrant. Such agreement or disagreement shall have no effect on the consideration or results of a grievance review and/or arbitration decision.

Article VI, Section 3 - Untimely Appeal

Appeals A complaint not appealed within specific time limits shall be presumed to have been dropped.

Article VI, Section 4 - Failure to Respond/District

Time Limits A grievance or dispute not responded to in writing within specified time limits may be appealed to the next step of the grievance procedure within five (5) days of the last day of the time period during which a response was to be received.

Article VI, Section 5 - No Reprisals

No Reprisals No reprisals of any kind will be taken by the Board or the school administration against any employee because of his/her participation in the grievance procedure. Should the investigation or processing of any grievance require that an employee be released from his/her regular assignment, he/she shall be released without loss of pay or benefits with prior approval from the superintendent/designee. All documents, communications, and records dealing with the processing of a grievance shall be filed separate from the personnel files of the participant(s).

ARTICLE VII: BENEFITS

Article VII, Section 1 - Definition Full-Time/Part-Time Employment

Definitions For classified personnel, forty (40) hours per week for fifty-two (52) weeks constitutes full-time employment. Part-time (either less than forty (40) hours per week or less than fifty (52) weeks per year) employment will be prorated as a percentage of either or both basic factors.

Article VII, Section 2 – Vacation

1. Accrual:

Vacation Hours Defined (a) Twelve month employee's who work eight (8) hours per day, shall earn ten (10) days vacation with pay each year, except as noted below, to be accumulated at the rate of 6.67 hours for each month worked. Twelve month employees who work less than eight (8) hours per day shall earn vacation prorated according to the number of hours worked.

(b) Upon completion of five (5) consecutive years of service, each full-time employee covered by this Agreement shall be credited with an additional five (5) work day's

**5 Consecutive
Years of Service**

vacation, and thereafter shall be entitled to fifteen (15) days vacation with pay each year to be accumulated at the rate of 10.0 hours for each month worked.

**11 Consecutive
Years of Service**

(c) Upon completion of eleven (11) consecutive years of service, each full-time employee covered by this Agreement shall be credited with an additional five (5) work days vacation and thereafter shall be entitled to twenty (20) work days vacation with pay each year, to be accumulated at the rate of 13.34 hours for each month worked.

**20 Consecutive
Years of Service**

(d) Upon completion of twenty (20) consecutive years of service, each full-time employee covered by this Agreement shall be credited with an additional five (5) work day's vacation, and thereafter shall be entitled to twenty-five (25) work day's vacation with pay, to be accumulated at the rate of 16.67 hours for each month worked.

2. Computing Vacation Time:

**Anniversary
Date**

(a) For the purpose of calculating vacation time, all computations will be based on the employment anniversary date. Cut-off date for earning vacation time in any school year will be June 30th.

**Part-time
Employees**

(b) Part-time employees (Article VII, Section 1) shall accrue service time with the District, regardless of the number of hours worked each day, on a month-to-month basis. (Example: Twelve (12) months of part-time service with the District equates to one (1) year of service with the District.) Part-time employees, when moving to full-time employment (Article VII, Section 1), for purposes of computing their vacation credit (Article VII, Section 2) and service time with the District, shall be credited with the number of months worked in each year of part-time service with the District.

3. Carryover:

**Maximum
Carryover**

Vacation carryover will be modified to reflect a maximum carryover of thirty (30) vacation days. The maximum cash-out upon separation from the District remains thirty (30) days. The District will issue an annual reminder to employees regarding the cash-out limit. However, the responsibility for managing sick leave balances rests with the employee regardless of the District reminder.

4. Rates of Compensation:

**Vacation Rate of
Pay**

(a) It is provided that the vacation time accumulated shall be paid at the straight time rate either when the vacation is taken or when the employee terminates or is terminated.

(b) For the purpose of computing time to be paid as vacation pay, the base rate of the employee's regular position shall be used.

5. Scheduling:

**Mutual
Agreement of
Vacation Time**

Vacations will be taken annually at a time that is to be mutually agreed upon by the employee and the District. Employees may take vacations during the scheduled winter holiday and/or the scheduled spring vacation time at the discretion of the District. The department supervisor in coordination with the building administrator(s) will approve or disapprove vacation during the school year based on the needs of the organization and recommendation of the building staff.

6. Illness before or after a vacation period:

If an employee is absent because of illness on the day before and/or after a vacation period,

the District may require the employee to present a physician's statement to the Human Resources Office verifying the illness within three (3) working days of the employee's return to work. Otherwise, said day's absence will be designated "absence without pay."

Physician's Statement

Article VII, Section 3 – Holidays

Holiday Pay

1. All regular employees shall receive pay for holidays based upon the hours of work usually performed by them and upon their classification rate. If the holiday falls on Saturday, the preceding Friday shall be observed as the holiday; if the holiday falls on Sunday, the following Monday shall be observed as the holiday, except when school is held on Friday or Monday. All regular employees shall receive pay for holidays they work the regularly scheduled working day before and the regularly scheduled working day after a holiday.

Regularly Scheduled Workdays

Regularly scheduled workdays are those days that occur during the contracted work year and that are part of the employees normal work schedule.

Temporary Assignment Compensation

Employees shall receive pay for holidays based upon the hours of work usually performed by them and upon their classification rate. Employees who are on temporary assignment outside of their normal classification will be compensated for the holiday based on the classification of the work they are performing immediately preceding the holiday or, if different, immediately following the holiday if such rate is higher. Employees shall be considered as working the scheduled working day even if such day is within such employee's paid vacation, or the employee is absent on compensated leave.

The following shall be recognized as legal holidays:

- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving's Day
- Christmas Day
- New Year's Day
- Martin Luther King's Birthday
- Presidents' Day
- Memorial Day
- July 4th

Saturday Premium after a Holiday

2. Employees performing Saturday work following a week in which the District observes a national holiday shall be provided a twenty-five percent (25%) Saturday premium for hours worked unless otherwise in a paid overtime status or paid as part of base hours for a work schedule which includes Saturday in a continuously operated department. Compensation of Saturday work for all weeks in which the District does not observe a national holiday will be compensated under the existing Fair Labor Standards Act (FLSA) rules.

Labor Day Compensation

3. When Labor Day occurs before school is in session for the year, employees will be compensated for the holiday providing they work at least one day in the week preceding the holiday, and providing the employee works the regularly scheduled workday immediately following the holiday. In the event that drivers are already scheduled to work on Friday, the in-service will be scheduled earlier in the same week.

Extra Holiday for 12 Month Employee

3. One additional paid holiday to be granted for regular twelve month employees when school is not in session as noted on the school calendar, to be granted either the day before the Christmas Day holiday OR, the day before the New Year's Day holiday, when the day preceding the holiday is a regularly scheduled duty day, except when a holiday cannot be scheduled in accordance with the foregoing provision, the holiday will be observed when school is not in session.

4. If an employee is absent because of illness on the day before and/or after a holiday, the

Illness Prior to or After a Holiday District may require the employee to present a physician’s statement certifying the illness, to the Office of Human Resources within three (3) working days of the employee’s return to work. Otherwise said day’s absence will be designated “absence without pay.”

Article VII, Section 4 - Compensated Leave

Advance Sick Leave 1. **Advance Sick Leave**
Employees may request an advance of up to one contract year of sick leave as provided in district policy and subject to approval by the district and the repayment provisions.

Sick Leave Balance Transfer 2. **Previously Accrued Sick Leave Balance Transfer:**
New employees, hired from another school district in Washington State, who have a sick leave balance may reclaim it with the Vancouver School District providing they submit the required documentation within the specified time period (30 days to notify the district and 90 days to supply the documentation) after employment, or re-employment, with the Vancouver School District.

Residual Sick Leave at Retirement 3. Employees who resign from the district prior to being eligible for an immediate retirement annuity may cash out any residual sick leave balance at the level allowed by law based on minimum years of service required.

Religious Observance 4. **Religious Observance Leave:**
Employees whose religious affiliations require observation of mandatory religious days on a day when schools are in session will be granted leave without loss of pay for up to two (2) days per school year. Such absences will be made up during non-duty days before, during, or after the school year unless the district grants an exception.

5. **Accruing Sick Leave**

Eligibility for Leave(s) (a) **Full-time Employment.** Sick leave shall accrue at the rate of eight (8) hours per month of full-time employment. It is understood that RCW 28A.400.300 sick leave is provided for personal illness, injury, emergency leave, and under RCW 49.12.270 sick leave is provided for family care. Appointments with a health care specialist should be scheduled, whenever possible, outside of the employee’s workday. However, if this is not practical, sick leave may be used for appointments with a health care specialist during the work day. Use of sick leave for purposes other than personal illness, injury, emergency, or family care constitutes fraud and may result in dismissal.

9 and 10 Month Eligibility Requirements (b) **Nine and Ten Month Employees in Temporary Positions During the Summer Months.** Nine and Ten month employees who are assigned to work in temporary positions during the summer months when there is no student attendance shall earn sick leave and holiday benefits as follows:

- i. Employees will earn sick leave credit proportionate to hours worked. The additional earned sick leave hours will be granted at the completion of the temporary assignment.
- ii. Employees shall be able to use accumulated sick/emergency leave during scheduled summer work hours, up to a maximum of four (4) days.
- iii. Employees shall be eligible for holiday pay when the holiday falls within the temporary work schedule, provided the employee is on paid status the scheduled work day before and the scheduled work day after the holiday.

6. **Sick Leave for Family Care:** An employee may use accrued illness and injury leave to care for his/her child under the age of eighteen (18) with a health condition that requires treatment

**Using Accrued
Illness & Injury
Leave**

or supervision. The District shall require a signed statement from a licensed medical practitioner for those absences in excess of five (5) consecutive days. Any leave used shall be deducted from the employee's accumulated illness and injury leave. In the event the employee's illness and injury leave has been exhausted, the leave shall be granted without pay.

Definition

7. **Emergency:** An emergency arises out of unforeseen and unexpected circumstances, which create an air of crisis, or extreme need. The circumstances must present a grave and clear danger that imminently threatens physical or mental health or would result in irremediable harm or in imminent disaster to life or property unless some action was taken. Emergency leave days will be deducted from the employee's sick leave provided the employee has accumulated a sufficient balance to provide for the requested leave. In the event the staff member's sick leave has been exhausted, the leave may be granted without pay. Emergency leave may be granted for the following reasons:

**Gravely Ill or
Injured**

- (a) Illness or injury of a member of the immediate family (spouse, child, parents, grandparent(s), grandchildren, brother(s), sister(s), legal guardian, aunt, uncle, nephew, niece, cousin, in-law(s), or any person living in the home with the employee), which is of such a nature that the employee's presence is considered necessary or justifiable. This provision applies when a family member is gravely ill or injured and the employee's presence at the bedside is considered advisable by the attending physician.

**Submittal of
Request**

- (b) Requests for emergency leave must be submitted on forms provided for emergency leave. Sufficient information shall be included on the form in the space provided to enable management to act upon the request. The decision as to whether an emergency exists rests with the District. If a holiday falls while an employee is on compensated leave, he/she shall not be charged with sick leave, but shall receive holiday pay.

**Not Constitute a
Gift**

8. **Compensated leave** may not be authorized for any purposes which would constitute a gift to the individual.

Seniority List

9. **Seniority while Ill:** Any employee who has successfully completed his/her probationary period and who, by reason of illness, injury or some other valid reason, is prevented from working, shall be maintained on the seniority list for a period of twenty-four (24) months. The twenty-four (24) months of absence may be extended by mutual consent.

**12 Months of
Continual
Absence**

- a. Accumulation of seniority will cease after twelve (12) months of continual absence. If an employee is off work for illness, injury or some other valid reason in excess of sixty (60) working days, his/her position will be vacated and bid as a temporary assignment. (See bidding procedure, Article V, Section 2.) This change does not modify existing bid procedures in Transportation.

**Bus Driver
Absence**

- b. If a bus driver is aware that he/she will be off work in excess of thirty (30) days for illness, injury or some other valid reason, or is actually off work in excess of thirty (30) days, his/her position will be vacated and bid as a temporary assignment. During the bus driver's absence in excess of thirty (30) days, he/she shall not be eligible to bid on additional hours until he/she is reinstated to his/her regular position. This excludes the August bid and October re-bid.

- c. If the regular employee returns to his/her position after being absent for sixty (60) working days, but before twelve (12) months has lapsed, he/she will be reassigned to his/her regular position. The employee temporarily filling the position will be

**Regular
Employees
Return to Work
after Absence**

returned to his/her regular position. When the regular employee has been absent for illness or injury or some other valid reasons in excess of twelve (12) months, the position will be bid as a permanent position. If the regular employee is able to return to work after the twelve (12) month period, within the terms of the article, he/she will be placed in the first available position for which he/she is qualified.

10. Placement Upon Return from Leave

- a) At the end of an uncompensated leave of less than sixty (60) work days, an employee shall be entitled to return to his/her original position or an appropriate, comparable position. After leaves of longer duration, the District shall make every attempt to place the employee in a position consistent with his/her qualification.

**Return to
Work**

In the event no opening exists at the employee's scheduled time of return, the employee shall be offered the first available position for which qualified and which has hours of duty, pay and benefits no greater than those held prior to commencement of the leave.

- b) Upon returning from family leave within or not later than the conclusion of the family leave period, the employee (certified or classified) is entitled to be returned to the same position he/she previously held or to a position with equivalent pay, benefits, and other terms and conditions of employment as defined by FMLA.

**Return from
Family Leave**

- c) The Vancouver School District will provide up to twelve work weeks, during any twelve month period, of unpaid leave for each permanent employee subject to the eligibility requirements of the Family Medical Leave Act (FMLA).

FMLA

- 11. **Extended Leave of Absence for Illness:** If the employee is still disabled after his/her earned sick leave allowance is expended, he/she must request a leave of absence without pay in writing and submit evidence from a duly licensed medical examiner indicating how long it is expected the employee will be incapacitated.

**Leave of Absence
without Pay**

- 12. **Return From Extended Leave of Absence for Illness:** Prior to return to active duty, the employee must submit written evidence from a licensed medical examiner that he/she is ready to assume his/her regular duties. In the event an employee is released by a medical examiner for the performance of light duty assignments only, the District shall attempt to establish a light duty assignment which enables the employee to return to work at his/her regular rate of pay.

**Written
Verification of
Ability to Return
to Work**

- 13. **Leave Sharing:** The district shall establish and administer a leave-sharing plan in which eligible employees may donate excess leave for use by a staff member who is suffering from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition.

**Donation of
Leave**

Such a program is intended to extend leave benefits to an employee who otherwise would have to take leave without pay or terminate his or her employment with the district.

The Superintendent or designee is directed to establish procedures for employees who accrue annual vacation leave and sick leave and for employees who do not earn annual vacation leave, but who accrue sick leave. The Superintendent or designee is directed to administer the leave-sharing plan in a manner consistent with state law and applicable collective bargaining agreements.

- (a) A District employee is eligible to receive donated leave if the employee or an immediate family member suffers from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused, or is likely to cause, the employee to go on leave without pay status, or terminate his/her employment; the employee's absence and

Employee's Eligibility

the use of shared leave are justified; the employee has depleted, or will shortly deplete, his/her annual vacation leave and/or sick leave reserves; has abided by District rules regarding sick leave use; and has diligently pursued and been found to be ineligible to receive industrial insurance benefits. This leave is restricted to vacation and/or sick leave days.

- (b) The determination of whether or not the illness, injury, or impairment is extraordinary and/or severe will be made by the superintendent/designee. The superintendent/designee may, if appropriate, require a health care provider's statement confirming the extent and/or severity of the illness, injury, or impairment.

Approval

- (c) The superintendent/designee shall determine the amount of leave, if any, which the employee may receive under District policy. An employee shall not receive more leave than the number of contracted days remaining in the current school year. In the event the condition requiring the employee's absence continues beyond the current school year, the employee shall not receive a total of more than 261 days of leave.

Restrictions on Leave Request

(d) Donated leave requirements:

Vacation Balance

- i. An employee who has an accrued annual vacation leave balance of more than ten (10) days may request that the superintendent/designee transfer a specified number of vacation days to another employee authorized to receive shared leave. A donating employee may not request vacation leave to be transferred that would result in an accrued annual vacation leave balance of fewer than ten (10) days.

Donated Leave Restrictions

- ii. An employee who accrues annual vacation leave and sick leave and who has accrued a sick leave balance of more than sixty (60) days may request that the superintendent/designee transfer a specified amount of sick leave to another employee authorized to receive such leave. A donating employee may request to transfer no more than six (6) days of sick leave during any twelve (12) months, and may not request a transfer that would result in an accrued sick leave balance of fewer than sixty (60) days at any given time. Sick leave as defined in RCW 28A.400.300 means leaves for illness, injury, and emergencies.

Transferring Sick Leave

- iii. An employee who does not accrue annual vacation leave, but who has an accrued sick leave balance of more than sixty (60) days may request that the superintendent/designee transfer a specified amount of sick leave to another employee authorized to receive such leave. A donating employee may request to transfer no more than six (6) days of sick leave during any twelve (12) months, and may not request a transfer that would result in an accrued sick leave balance of fewer than sixty (60) days at any given time. Sick leave as defined in RCW 28A.400.300 means leaves for illness, injury, and emergencies.

Leave Days Transferred

- iv. The number of leave days transferred shall not exceed the amount authorized by the donating employee.

Value of Leave Transferred

- v. The value of leave transferred is based upon the current salary rate of the person receiving the leave. The receiving employee will continue to be paid his or her regular rate while on shared leave. For example, if an employee earning \$15.00 an hour donates one day of leave to someone earning \$7.50 an hour, the recipient would get two days of leave. However, if the \$7.50 an hour employee donates one day to the \$15.00 an hour employee, the higher paid employee would receive one-half day of leave.

- vi. The value of any leave transferred under this policy which remains unused shall be returned at its original value to the employee who donated the leave. To the extent administratively feasible, the value of unused leave which was transferred by more than one employee shall be returned on a pro-rata value

basis. For example, if three people earning equal wages each donate one day to someone earning the same salary and only one of the three days is used, two-thirds of a day of leave would be returned to each donating employee.

Pro Rata Value Basis

- vii. The donation from the employee leave balance must be taken from the most recent leave days earned, except for the accumulated sick leave that was accrued in the preceding calendar year.

Leave Balance Designation

14. **Worker's Compensation:** It is recognized that the payments received as compensation by an employee injured on the job under circumstances bringing him/her within the coverage of the Workman's Compensation Act of the State of Washington may be less than the regular wage payments received by the employee.

Compensation if Injured on the Job

- (a) In the case of any on-the-job disability which is covered by State Industrial Insurance under the Workman's Compensation Act of the State of Washington, the District will pay to such disabled employee out of his/her accumulated sick leave an allowance equal to the difference between the State Workman's Compensation benefits and the employee's regular straight-time gross pay, less statutory deductions, beginning at the time of disability and continuing until the accumulated sick leave entitlement is completed expended. If the employee is still disabled after his/her earned sick leave allowance is expended, the employee will revert to only the pay coverage afforded by State Workman's Compensation Insurance.

Sick Leave Entitlement

- (b) **Physician Approval of Continuing Worker's Compensation:** In order to receive sick leave pay under this section when the employee has been off work for illness or injury in excess of five (5) days, the employee must present to the Human Resources Office by the fifteenth (15) of each calendar month, for each month claimed, a statement from a duly licensed medical examiner verifying that the employee was physically unable to return to work on the day(s) for which sick leave pay was claimed.

Physician's Approval

Article VII, Section 5 – VEBA Conversion

VEBA III Sick Leave Contributions

Voluntary Employee Benefit Account (VEBA III): The District has adopted the VEBA III Sick Leave Conversion Medical Reimbursement Plan (the "Plan") pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all employees in the collective bargaining unit who are eligible to participate in the Plan by reason of having excess sick leave conversion rights. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution on an annual basis and at retirement in accordance with the statute. It is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with the statute. If an eligible employee fails to sign and submit such agreement to the District, he/she will not be permitted to participate in the Plan at any time during the absence of this agreement would accrue to such employee during the term hereof shall be forfeited together with all cash conversion rights that pertain to such excess sick leave.

Submission of Hold Harmless Agreement

Retirement

For purposes of retirement contributions to the Plan, all employees covered by this agreement who retire during the term hereof shall be eligible, and excess sick leave shall be defined as the unused sick leave days accruing to the credit of such employee from the date of this agreement.

Eligibility

For purposes of annual contributions to the Plan, all employees covered by this agreement who have accumulated over 180 days of unused sick leave as of the date of conversion, and also had accumulated 180 days as of one year prior to the date of conversion, shall be eligible. Excess sick

leave shall be defined as the unused sick leave days that have accrued to the credit of the employee that are in excess of 180 days, and the conversion value of these days shall be contributed to the Plan.

Article VII, Section 6 – Family Medical Leave Act (FMLA)

- | | |
|----------------------------------|--|
| Qualifications | An employee, whether male or female, is entitled to twelve (12) work weeks of family leave during any twelve (12) month period. An employee is anyone who was employed by the Vancouver School District for a total of 52 weeks for at least 1,250 hours of service during the previous 52 weeks. |
| Guidelines | 1. FMLA leave may be taken: (1) because of the birth of a child and to care for a newborn child, (2) because of the placement of a child with the employee for adoption or foster care, or (3) to care for a child or a spouse, parent, parent-in-law, or grandparent who has a serious health condition or (4) because of the employee's own serious health condition. If both parents of the child are employed by the district, they together are entitled to a total of twelve (12) weeks of leave, and leave may be granted to only one parent at a time. |
| Care of Child | 2. Leave taken to care for a newborn or newly adopted child must be completed within twelve (12) months after the birth or adoption. The district may require confirmation by a health care provider of the employee's need for family leave. |
| Child Defined | 3. "Child" is defined as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is under 18 years of age; or eighteen (18) years of age or older and incapable of self-care due to a mental or physical disability. A "serious health condition" is one caused by injury, illness, impairment, or physical or mental condition that involves (1) inpatient care or (2) continuing treatment by a health care provider. |
| Choice of Leave | 4. The employee may choose, or the district may require the employee, to use his/her accrued paid leave as part of family leave. Any period of leave for which an employee does not have accrued leave available will be in a leave-without-pay status. |
| Health Benefits | 5. Health benefits provided under any group health plan will be continued for the duration of the leave at the level and under conditions coverage would have been provided if the employee had continued in employment during the leave. |
| Pregnancy or Childbirth | 6. FMLA leave is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth. |
| 30 Day Written Notice | 7. An employee who plans to take family leave must provide the district with written notice at least thirty (30) days in advance, unless the family leave is not foreseeable, in which case the employee must notify the district of the expected leave within one working day of the beginning of the leave. |
| Key Employee | 8. The district will notify an employee who is considered to be a key employee in accordance with FMLA of such status in advance of the leave. Key employees may be denied restoration in accordance with the FMLA and the advance notification. |
| Return to Work | 9. Two (2) weeks before the employee's anticipated return-to-work date, the employee must report to his/her supervisor to give notice of his/her intention of returning to work. |
| Voluntary Resignation | 10. If an employee fails to report for work within three (3) days after expiration of the family leave period or the date on which he/she was to have returned to work, that employee will be presumed to have voluntarily resigned his/her position with the district. |
| Reimbursement of Benefits | 11. If an employee fails to return to work for reasons within his/her control, the employee shall reimburse the Vancouver School District all insurance premiums paid on the employee's behalf during the entire term of his/her FMLA leave. |

Article VII, Section 7 – Health Benefits – Eligibility

- SEIU Pool** 1. **District Contributions:** The District will make available for each employee working 1440 regularly scheduled annual hours the full benefits allowance reflected on the approved pay scale and in addition the District will contribute \$12.00. The District agrees to pool SEIU members earned but unused employee health benefit contributions in accordance with the guidelines of RCW 28A.400.2700-280.
- Prorated Insurance Contribution** 2. **Prorated Benefits:** Employees who work fewer than 1440 regularly scheduled annual hours (September 1 through August 31) will receive a prorated insurance contribution calculated from a base of 1440 annual hours.
- Mandatory Participation** (a) **Mandatory Insurance Programs** - i.e., Guardian Dental, Vision, Audio; Long-term Disability; and Term Life are Group Policies requiring one hundred (100) percent participation of all eligible employees; Prescription Drug Plan requiring participation by the entire eligible membership. Long term disability insurance premium levels are dictated by the insurance companies involved and are not the responsibility of the district.
- Insurance Premiums** (b) **Premiums** - Mandatory insurance coverage is deducted from the District’s contribution before any part of that contribution is applied to the cost of voluntary coverage. A three and a half hour (3.5) employee who does not generate enough insurance contribution to pay the full cost of the mandatory insurance may elect to either pay the balance owing out-of-pocket or decline to take the mandatory coverage.
- Voluntary Programs** (c) **Participation** - Voluntary Participation Insurance Programs: Probation satisfactorily completed in a regularly scheduled budgeted position working three and a half (3.5) or more hours per day provided the hours worked per day are eligible for coverage by the insurance carrier.
- Prorated Benefits for Bus Drivers** 3. Prorated Benefits for bus drivers: the basis of prorated benefits in the months July through November (June through October payroll) (i.e., medical benefits) will be the average hours earned from payroll cut-off April to payroll cut-off May. Average hours for this pay period will be used to calculate personal leave cash out in October.
- District Contribution** 4. **District Liability/Contribution:** The District by contributing to the payment of insurance premium payments required to provide health insurance coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance coverage as described above. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the District or the Union, nor shall such a failure be considered a breach by either of them of any obligation under this Article. If problems arise relating to coverage, employees are to contact the insurance carrier direct.
- Premium paid by Employee** 5. **Monthly Premiums for Service:** When individuals are not employed by the District (for example, summer months), they will assume the monthly premium for their coverage’s.

Article VII, Section 8-- Medical Examinations

- District’s Expense** Medical examinations and inoculations required by the District shall be paid at the District’s expense. The District reserves the right to designate the physician who will perform the examination. A copy of the results of the examination is to be sent by the doctor to the Human Resource’s Office. A copy of the results will be made available to the employee within five (5) working days of receipt by the District.
- Reimbursement to New** The District agrees to reimburse newly hired employees for medical examinations and drug testing when such test(s) are required by the District and when the employee is successful in

Employees obtaining employment. To be eligible for reimbursement, the employee must use a District approved clinic.

Article VII, Section 9 - Bereavement

- Approval** 1. Approval must normally be sought at least twenty-four (24) hours in advance of the anticipated absence except in cases where an emergency actually arises within that time limitation, in which case the individual is obligated to contact his/her supervisor or administrator or other appropriate authority, at the earliest possible moment.
- Number of Days** 2. The total number of days of short-term leave without loss of pay may not exceed the sum total of three (3) days for any one individual in any one school year without loss of pay for the following purposes. Personal bereavement occasioned by the imminent or actual loss of a member of the individual's family or a close personal friend. Concurrent deaths shall be treated as a single occurrence with respect to length of leave.
- Extension Request** 3. Requests for extension of bereavement leave for up to two (2) days will be promptly referred to the Human Resources Office for consideration. Granting of requests will be made by the District based on the validity of the request, i.e., including the obtaining of necessary and appropriate documentation.
- Family Members** 4. A family member is construed to mean spouse, child, parent(s), grandparent(s), grandchildren, legal guardian, sister(s), brother(s), aunt, uncle, nephew, niece, cousin, and in-laws.
- Bereavement Leave Separate** 5. Bereavement leave is a separate paid leave and is not subject to offset against sick leave, vacation leave or personal leave.
- Granting of Requests** 6. The District may request that employees submit evidence in writing that the request is valid in order to receive benefits under this section.

Article VII, Section 10 - Jury Summons

Repayment Plan Upon receipt of a jury summons, the employee will notify the supervisor of such summons, and the dates the employee is required to be absent. In cases where the employee is required to serve, reimbursement to the District of jury duty fees shall be made as a payroll deduction and the amount to be deducted will be so acknowledged by the employee as part of the jury duty leave request.

Article VII, Section 11 - Maternity Leave

- Birth Mother** 1. Maternity leave will be granted the birth mother of a child under the provisions of the Family Medical Leave Act (FMLA). For purposes of this policy, pregnancy, childbirth and any disabling effects of that condition will be treated in the same manner as any other injury and illness subject to Washington State Law for maternity disabilities.
- Written Request** 2. An employee requesting maternity leave should give written notice to the District as least two (2) weeks prior to the commencement of said leave. The written request for maternity leave should include a statement as to the expected date of return to employment, and within thirty (30) days after childbirth, shall inform the District of the specific day when the employee will return to work. The employee and her doctor will determine when the beginning and end of the leave will occur.
- Sick Leave Exhausted** 3. In the event sick leave has been exhausted, then the employee shall be granted a leave of absence as stated under Article VII, Section 19, Uncompensated Leave. An employee returning from maternity leave shall be assigned to her previous position.

Article VII, Section 12 - Paternity Leave

Paternity One (1) non-accumulative day of paternity leave with pay per year will be allowed for the birth of a child within seven (7) days of the child's birth. Additional days may be allowed under the emergency leave provision of this Agreement if an emergency exists. Paternity leave is governed by the Family Medical Leave Act (FMLA).
Article VII, Section 13 - Adoption Leave

Adoption Adoption leave shall be granted with pay, upon timely application to the Human Resources Office, to a parent in order to complete the adoption process, providing such leave does not exceed an aggregate of five (5) days in any given year. (If both parents are District employees, a total of five (5) days will be provided for a family.) Such leave may be used for court and legal procedures, home study and evaluation, and required home visitation by the adoption agency, not possible to schedule outside of regular working hours.

Article VII, Section 14 - Subpoena Leave

Pay on Subpoena 1. An employee will be granted subpoena leave as may be required by the subpoena, and shall be paid his/her regular salary, up to and including fifteen (15) days, less any compensation received for his/her services, excluding employee transportation, except when the employee is the plaintiff or the defendant in such action. This exception shall not apply when the employee is named as plaintiff or defendant for event or action rising out of the performance of his/her duties for the District. When officially documented written statement(s) are acceptable as testimony by the court, the employee should make such arrangements. On any day that an employee is required to attend a deposition or be in court and is subsequently released, and four (4) or more hours of the employee's scheduled work day remain, the employee is to immediately inform his/her supervisor and report to work if requested to do so.

Time Away 2. In serving as a witness, the employee will make a maximum effort to minimize the amount of time spent away from his/her employment.

Extension of Leave 3. The superintendent/designee may extend the definition and intent of the subpoena leave policy on an individual basis.

Article VII, Section 15 - Leave for Local, State or National Appointments

Definition, Process The District shall grant leave with pay to an employee who has been appointed to serve on a local, state, or national governmental committee or board when such leave is beneficial to the District and employee. The decision to grant this type of leave rests solely with the superintendent/designee and his/her decision is final. Upon return to work, the District shall make every attempt to place the employee in a position consistent with his/her capabilities. In the event no opening exists at the employee's scheduled time of return, the employee shall be offered the first available position consistent with his/her capabilities. An employee so offered a position and who rejects such an assignment shall relinquish all rights provided in this Article and Agreement. The employee shall retain all seniority while on leave.

Limitations of Employee Appointments

Return to Work

Article VII, Section 16 – Military Reserve/National Guard Active Training Duty

Scheduled During Vacation 1. Military Reserve or National Guard active training duty, whenever possible, should be scheduled during authorized vacation periods to prevent conflict with the employee's contractual or work obligation to the District.

Training Guidelines 2. When compulsory military educational or military circumstances do not allow training during authorized vacation periods, the following guidelines shall apply:

(a) The employee shall provide a copy of orders and proof that such duty is mandatory and is his/her annual active duty training.

Annual Limit (b) Absence for active training duty shall not exceed fifteen (15) days per year.

- No Loss Pay for Authorized Time** (c) The employee shall experience no loss of pay or benefits for the authorized fifteen (15) days.

Article VII, Section 17 – Personal Leave

Department Directors For the purposes of approving, disapproving, or curtailing the use of personal leave, “district” is interpreted to mean the department director (i.e., Maintenance, Transportation, Food Services, Security, and Purchasing).

Delay Situations 1. Personal leave may be applied retroactively to travel delay situations when the employee can make a credible case that the delay was reasonably unforeseen, unavoidable and was fully beyond his/her control and that all appropriate efforts were made to minimize the working time lost, i.e., seeking all alternate available means of travel, etc.

Hazardous Driving 2. Personal leave does not normally apply to self-determined hazardous driving conditions in the immediate geographical area of the employee’s residence when the district has determined schools will be open.

Cash Out at Retirement 3. The District shall provide two (2) days of personal leave during each school year for each employee in the bargaining unit without cost to the employee. This particular leave will be used for significant personal reasons and will not be used for leave that is covered under other sections of this Agreement for leaves. Personal leave balances will be cashed out upon termination or retirement at the rate established by the Board.

Cash Out on August 31st 4. The District will automatically carry forward up to three (3) days of personal leave into subsequent leave years. Employees will be allowed to have a maximum personal leave accrual of five (5) days inclusive of up to three (3) days carryover and the current year’s two (2) day entitlement. Leave in excess of three (3) days at the end of the leave year (August 31) will automatically be cashed out at the personal leave rate.

Application Process 5. In order to be considered, requests for personal leave must be submitted on Application of Leave of Absence Compensated forms and be received in the Human Resources Office forty-eight (48) hours before the employee intends to take the personal leave day.

No Explanation Required 6. An employee will not generally be required to provide a verbal or written explanation in his/her request for personal leave. Such leave will generally be approved subject to the needs of the organization.

5% Limitation 7. No more than five percent (5%) of the total classification (food service, transportation, custodial, crafts, security monitors, and warehouse) will be allowed to take personal leave days on any given day. This five percent (5%) total will be computed by the Human Resources Office and the first five percent (5%) of the employee requests received for a particular day will be eligible for leave. Personal leave beyond the five percent (5%) limit may be individually approved by the department administrator (e.g., Maintenance Manager, Transportation Director, Food Service Director, etc) if workloads permit and if the leave will not affect planned work projects and schedules.

District’s Right to Curtail Utilization 8. It is recognized by the Union and the District that there are time periods during the school year when a substantial number of people are absent because of illness and injury. During these time periods, it may be necessary for the District to curtail the utilization of the personal leave day by classification under this section. This would only occur when, in the determination of the District, the number of substitutes available is not adequate to meet the needs of the District.

Final Decision 9. The final decision as to granting personal leaves will be fair and consistent and will not be arbitrary or capricious.

**Partial Use of
Personal Leave**

10. For school year 2008-09 employees whose personal leave balance is less than his/her full day work schedule may request personal leave for the full day subject to the following provisions: An employee with a personal leave balance equal to or greater than one-half of his/her daily work schedule may request a full day of leave with the hours in excess of his/her personal leave balance being charged as uncompensated leave which will not count as an absence in terms of incentive leave accrual. An employee with a personal leave balance less than one-half of his/her daily schedule may request a full day of leave with the hours in excess of his/her personal leave balance being charged as uncompensated leave which will count as an absence in terms of incentive leave accrual.

Article VII, Section 18 - Incentive Leave

Defined

1. The District and the Union agree that employees who possess exemplary attendance records should be recognized for their commitment and reliability. It is agreed that such recognition will be in the form of incentive leave.

**Employee
Qualifications**

2. Such incentive leave shall apply to twelve (12) month employees with three (3) or fewer days per year of absence for illness, injury or emergency reasons, and to nine (9) and ten (10) month employees with two (2) or fewer days per year of absence for illness, injury or emergency reasons. Employees who achieve these criteria for a calendar year will qualify for incentive leave in the following calendar year as follows: One (1) day of incentive leave may be granted to employees with five (5) or more consecutive years of service.

Two (2) days of incentive leave for employees with ten (10) or more consecutive years of service; three (3) days for employees with fifteen (15) or more consecutive years of service; and for (4) days for employees with twenty (20) or more consecutive years of service. The computation of the amount is based on the actual leave accrual rate for and the employee's assignment as of the last workday of the qualifying year. Incentive leave is intended to be used during other than peak work periods and, if appropriate, when substitutes are not required.

Guidelines

3. Incentive leave will be used and may not be carried over to subsequent calendar years or cashed out at the end of the year or upon resignation. Within these considerations, supervisors will attempt to accommodate an employee's preference for scheduling the leave. The employee's department head will have the final decision regarding the scheduling of incentive leave within the following guidelines:

(a) Supervisors will not place general restrictions on the scheduling of incentive leave beyond what exist in the negotiated language (i.e., will not automatically prohibit scheduling multiple leave days at the same time). This does not diminish the supervisor's authority to approve or disapprove the leave requests for valid operational reasons.

**Scheduled Work
Day**

(b) Incentive leave will only be taken on scheduled workdays and may not be taken on days that are otherwise non-duty days.

**In-Lieu of Sick
Leave**

(c) Incentive leave may be used for any purpose to include being used in-lieu of sick leave.

No Cash Out

(d) Incentive leave is not subject to cash out at the end of the year.

Periodic Review

(e) The Human Resource's Office will institute a periodic review of incentive leave usage with the objective of facilitating the scheduling of leave throughout the year.

(f) An employee who has made at least two reasonable but unsuccessful attempts to

**Two Attempts
for Leave**

schedule incentive leave will be entitled to select the day(s) on which the leave will be taken.

Article VII, Section 19 - Attendance Incentive Program: Sick Leave Buy Back

- a) Annual Conversion of Accumulated Illness, Injury, Emergency, and Family Care Leave:

**Monetary
Compensation**

Commencing in January 1981, and on each January thereafter, any eligible employee who at the end of the immediately previous calendar shall have accumulated in excess of sixty (60) days (480 hours) of unused illness, injury, emergency, and family care leave may elect to receive remuneration for unused illness, injury, emergency, and family care leave earned that previous year at the rate of twenty-five (25) percent of the employee's current full-time daily rate of compensation for each full day (8 hours) of eligible illness, injury, emergency, and family care leave (a the maximum for payment is of 3 days, or 24 hours, in any one calendar year).

Payment for the above leave will be at a rate equal to one (1) day's current monetary compensation for each four (4) days accrued in excess of sixty (60) days. Any such election shall be made by written notice to the Human Resources Office during the month of January on forms provided by the District and in response to the district announcement regarding annual sick leave conversion.

All illness, injury, emergency, and family care leave days converted pursuant to this section shall be deducted from the employee's accumulated illness, injury, emergency, and family care leave balance. Any such annual conversation of accumulated illness, injury, emergency, and family care leave shall be subject to the terms and limitations of the Washington Administrative Code.

Example: A full-time employee begins the calendar year with sixty (60) days of accrued leave; earns twelve (12) days during the year of which four (4) are used during the year; ends the year with a balance of sixty-eight (68) days. The employee may receive payment for up to eight (8) days. Actual compensation is equal to two (2) days of pay (i.e. the 1:4 ratio).

- b) Any employee who, on or after June 12, 1980, shall retire or die while employed with the District may elect (personally or by his/her personal representative, as appropriate) to convert accumulated unused illness, injury, emergency, and family care leave days to monetary compensation at the rate of twenty-five (25) percent of the employee's full-time daily rate of compensation at the time of termination from employee for each full day (8 hours) of eligible illness, injury, emergency, and family care leave, up to a maximum of 180 days (1,440 hours). In addition, to be eligible an employee shall inform the District on or before April 1 of his/her intent to retire (beginning in 1984). If the employee does not inform the District by this date, he/she will not be eligible for the compensation. If compelling circumstances develop for an individual employee after April 1 that necessitate the employee retire, the District will honor the terms of the conversion of retirement as outlined in this paragraph. The District, at its sole discretion, reserves the right to waive the April 1 date in particular situations without setting precedent. An employee separating from employment for purposes of retirement must be eligible to immediately commence receiving retirement benefits from a state retirement system to be eligible for conversion of illness, injury, emergency, and family care leave for compensation. Any such conversion of illness, injury, emergency, and family care leave upon retirement or death shall be subject to the terms and limitations of the Washington Administrative Code.
- c) Beginning with the next school year, SERS Plan 2 and Plan 3 employees who resign from the District before becoming eligible for an immediate annuity and who are at least fifty-five (55) years of age and have at least twenty-five (25) years of creditable service in Washington State will be allowed to convert unused sick leave to monetary compensation consistent with WAC 392-136-020.

Article VII, Section 20 - Uncompensated Leave

- Definition**
1. Uncompensated leaves of absence may be allowed for employees for any one of the following reasons with approval of each request by the District granted on the individual merits of each case:
 - temporary absence due to government service or obligation
 - rest and recuperation or emergency family illness
 - family care
 - sick leave beyond accumulated days
 - other approved situations
- Extension**
2. The total number of extended uncompensated leaves of discretionary nature to be granted in a normal year may be limited. Decisions on the granting of leaves rest with the District.
- Availability and Feasibility**
3. All applications for leave shall be subject to evaluation on the basis of why the leave is requested and availability and feasibility of adequate replacement personnel, except for those of a non-discretionary nature, i.e., military service, illness, etc. (Note: Requests for leave for military service must include official orders for annual active duty training, Article VII, Section 16)
- Benefits During Leave**
4. All employee benefits except wage-related fringe benefits and seniority rights held by an employee at the time of application for a leave of absence shall be retained during the period of authorized leave. Participation in insurance programs and such other services for which payroll deduction is authorized may continue at the employee's option and with the carrier's approval, provided prepayment of amounts due are directly transmitted by the individual to the District's business office.
- On Leave Form**
5. All employees requesting a leave of absence without pay shall attach to said request a signed statement giving definite assurance that they intend to return to the employ of the District at the termination of the leave.
- Other Employment**
6. A leave of absence shall not be granted, under any circumstances, when other gainful employment is the purpose for said leave.
- Purpose of Leave**
7. The written agreement authorized on the basis of the application for a leave of absence shall specify the purpose for which the leave was requested, the legal consideration offered by each party, and the date on which the employee is obligated to return to duty. The legal consideration in leaves granted for purposes of compulsory military service, and illness or physical incapacitation within the limits of employee's accumulated sick leave benefits, is as specified by statute.
- April 1 Deadline**
8. An employee on authorized leave of absence must indicate in writing to the Human Resources Office by April 1 (preceding the school year when he/she is to return from leave) that he/she will be returning to the District. Failure to do so will constitute "sufficient cause" for the District to issue notice that it may terminate his/her employment with the District unless extension of the leave has been authorized by the Board.
- Extension of Leave Request**
9. Requests for an extension of a leave of absence must be received in the Human Resources Office at least thirty (30) days in advance of the authorized termination date, or no later than March 1 in the case of leaves for a full school year. Requests for extension of a leave of absence must be endorsed by the superintendent and be presented to the Board for action and expressed by an addendum to the leave agreement.

ARTICLE VIII: WAGES

Article VIII, Section 1 - Wage Scales

- Wage Schedule** 1. Complete hourly wage schedules are included as Appendixes "A" and "B" of this Agreement.
- Wage Increase** 2. Wage increases in the year 2008-09 shall be 4.4%, the amount of the state legislature pass-through of COLA for classified employees.
- State Pass Through** 3. Wage increases in the year 2009-10 shall be in the amount of any state pass through of COLA for classified employees.
- Direct Deposit** 4. All employees are required to provide the District with direct deposit (electronic) arrangements for monthly pay. New employees will be required to establish direct deposit arrangements for pay purposes within two (2) full pay periods of employment.
- Assignment, Benefit & Probationary Period Defined** 5. New employees assigned to a regularly-scheduled position will be eligible for all benefits for the next payroll period, as outlined in Article VII after employment for one hundred twenty (120) calendar days. After a new employee is assigned to a regularly-scheduled position he/she will be recommended for a permanent assignment at the conclusion of one hundred twenty (120) calendar days probationary period, providing said employee has satisfactorily performed assigned duties.
- After election by the Board of Directors, his/her seniority will be dated as of the first day of employment. In the event the employee selected to fill a regularly-scheduled position has served in a part-time or substitute capacity, up to one hundred twenty (120) calendar days will be allowed toward eligibility for benefits outlined in Article VII.
- Sunday Over-time Exception** 6. Any work performed on Sundays shall constitute overtime, except in continuously operated departments, and shall be paid for at the overtime rate of time and one-half.
- Substitute Assignment Rate of Pay Defined** 7. Temporary, part-time, and substitute employees are to be paid the substitute assignment rate of pay for their job classification without employee benefits. If a substitute pay rate is not designated for a particular position or classification, temporary, part-time, and substitute employees will receive the permanent assignment rate. Retired custodial assistants and custodians working as substitute custodial assistants will be paid the permanent assignment rate of pay for custodial assistants, without employee benefits. Service that is temporary, part-time, or as a substitute does not guarantee full-time regular employment. When a regularly-budgeted position becomes vacant, temporary employees will be given consideration for assignment to the vacancy.
- Driver Trainer Compensation** 8. The District will maintain the current percent separation between regular bus driver wages and driver trainer compensation in each year of the three-year contract.

Article VIII, Section 2 - Pay for Replacement

- Higher Rate of Pay** When an employee is authorized by the District to replace an employee whose pay is higher, the employee will receive the higher pay for time worked in the higher classification, but he/she shall never be required to take a lesser rate of pay than his/her regular rate.

Article VIII, Section 3 - Community Use of Buildings

- Public Use of District Buildings** When buildings are in use by public or civic organizations, school or otherwise, on holidays or off-hours of custodians or custodial assistants who are required to be present, the employee shall be paid within the terms of this Agreement.

Article VIII, Section 4 - Payroll Statements and Payment of Wages

Statement of Earnings Payroll statements of earnings for employees will include, but not be limited to, regular hours worked, total dollars for regular time, total dollars for overtime and special pay, and the total number of unused sick leave days available to the employee.

Article VIII, Section 5 – First Aid Class Attendance

First Aid Class Attendance An employee may choose a first aid training option outside of normal work hours. The employee will not generally be compensated for the attendance time when making such choice although reimbursement of the course cost will be provided by the District. An employee who desires outside training for compelling reasons may request and the district, at its discretion, may approve paying compensation for attendance time in addition to course costs.

Article VIII, Section 6 – Reimbursement of CDL Testing Fee

CDL Reimbursement Substitute drivers shall be reimbursed for a successful CDL test taken to qualify as a district substitute if and when they are assigned as a regular driver with the automatic provision that a reimbursed testing fee will be withheld from the final pay check should the driver not remain employed as a regular driver for a one-year period.

Permanent employees shall be reimbursed for the cost of a successful CDL test.

ARTICLE IX : UNIQUE WORKING SITUATIONS TO INDIVIDUAL DEPARTMENTS

Article IX, Section 1 – TRANSPORTATION

Insurance - Tools – Mechanics

Insurance The District will provide a limit of \$15,000 of insurance coverage per mechanic per loss to include a \$500 deductible to be paid by the employee per loss. The District will determine the procedures for checking tools in and out of the shop and creating a standardized inventory of all tools that are to be stored in the shop and covered by insurance.

Tool Allowance There shall be a tool allowance established in the amount of \$700 for each transportation department (bus garage) crew leader, transportation department (bus garage) assistant crew leader, mechanic and transportation department (bus garage) service helper who is required to provide their own tools in order to perform their job responsibilities in the transportation department. The tool allowance will be paid with the August payroll to employees employed in the aforementioned positions as of August 1. An employee accounting to the District of tool purchases is not required. The allowance is considered to be part of the District's wage structure and is subject to all applicable statutory payroll deductions.

First Aid and CDL Requirement

First Aid Card Bus Drivers are individually responsible for maintaining a valid commercial driver's license (CDL) which includes the requirement for a valid first aid card. Subject to the availability of funding, the District will provide District-sponsored first aid training two times per year during either pre-school days or non-student attendance days and will pay drivers attending such District sponsored training in accordance with Article IV. The District will post a notice in the Transportation Department at the beginning of the year and at least two weeks prior to each District-sponsored training session.

Commercial Driver's License

The notice will include the time and location of the training and a list of known drivers that are within twelve months of the expiration date of their first aid training. This notification is supplementary to the driver's responsibility and failure to list a driver's name will not serve as a basis for deviating from this agreement. Drivers who do not attend District sponsored training are responsible for obtaining the required training on their own time and at their own expense. The District is not liable for reimbursement of such cost or payment of wages for training obtained outside the District, nor is the District responsible for any cost or lost wages caused by a Driver's failure to have a current CDL and first aid card. The District, at its discretion, may grant exceptions to the limitations of this paragraph in significant, emergency situations.

When exceptions are granted, the driver will be entitled to reimbursement of training course cost and be entitled to compensation in accordance with Article IV. The exercise of such discretion is not subject to grievance review. {See also, Wages, Article VIII, Sections 5 and 6}

Driver Total Hours

Total Driver Hours

Monthly schedules shall be posted at the District bus garage indicating the total hours of each driver.

Guaranteed Hours Defined

Four Hour Minimum

1. Bus Drivers are guaranteed a minimum of four (4) hours per day. If the shift is split, no half shall be less than two (2) hours.

Bus Check and Paperwork Time

2. The two-(2) hours guaranteed time in the a.m. includes fifteen (15) minutes for checking out the bus, fueling, sweeping, cleaning windows, etc. The two hours guaranteed time in the afternoon includes five minutes for paperwork on post-trip.

Unused Portion of Guaranteed Time

3. Guaranteed time begins in the a.m. with the report time. Any unused portion of a.m. guaranteed time can only be used at the end of the a.m. complex. The unused portion of p.m. guaranteed time can be used on either side of the p.m. complex. (The p.m. complex starts with the first take-home run and runs straight through the end of the last run. Not to include kindergarten take-home.)

Kindergarten Time

4. One (1) hour is guaranteed for a.m. kindergarten. One (1) hour is guaranteed for p.m. kindergarten. Any unused portion of guaranteed time can be used on either side of a kindergarten complex.

Layover Time

5. Any layover time of fifty-nine (59) minutes or less will be paid. Layover time is defined as time between scheduled runs and activities and not to include guaranteed time.

Guaranteed Time

6. Guaranteed time for bus drivers will be paid at the regular rate of pay. Benefits will be paid on all guaranteed time for regular drivers. All hours worked will be used for benefit calculations.

Mandatory Meeting

Mandatory meetings for school bus drivers will be scheduled no earlier than ten (10) working days prior to the day designated on the official school district calendar as the day school opens.

Regular and Special Education Bidding Routes

Posting and Bid Requirements

1. **Regular Driving Position:** When a regular driving position of four and one-half (4.5) hours or more is vacated, the position vacancy will be posted for five (5) working days prior to being filled as a regular assignment. Assignment to fill the vacancy will be based on driver qualifications and seniority. The requirement of posting a vacancy for five (5) working days

may be waived when the senior driver eligible to bid on the position is appointed to fill the vacancy. Drivers will be eligible to be successful bidders twice during the school year when the bid position will increase their time by two (2) hours average per week.

A substitute bus driver who has deferred placement in a permanent driving position shall be placed at the bottom of the bidding seniority list when placed in a permanent driving position. (For bidding purposes only.)

Exclusion 2. The two successful job bids allowed exclude the bid or assignment in August and the re-bid in October.

3. Regular Education Bidding

AM/PM Complexes (a) All regular education drivers will return to the same AM/PM complex as they drove at the close of the previous year unless it is necessary to re-bid all of the AM/PM complexes on the August bid day. If thirty-five (35%) percent or more of the regular education AM/PM complexes have been vacated, created, or substantially changed, then all regular education routes will be bid on the August bid day. Transportation dispatch will package as many 8.0, 7.9, and 7.8. etc., hour regular education routes as possible for bidding on the August bid day.

Changes in AM/PM Complexes (b) If less than thirty-five (35%) percent of the regular education AM/PM complexes have been vacated, created, or substantially changed, then only drivers without route assignments will be eligible to bid by seniority on these routes on the August bid day.

Kindergarten Runs (c) A new kindergarten run becomes part of the route when it is possible to attach it to an existing kindergarten run in the same school to create a back-to-back kindergarten run.

October Re-bid (d) All regular education routes will be re-bid on the October bid day.

4. Special Education Bidding

Routes (a) All special education drivers will bid on the August bid day. Transportation dispatch will package as many 8.0, 7.9, 7.8, etc., hour routes as possible.

Re-bid (b) Special education routes will be re-bid in October.

5. Operation Parameters: Regular and Special Education bidding

Pre October Bid (a) Any new run/complex/route received or created by transportation dispatch after the August bid day and prior to the October bid day, will be assigned to the most cost efficient senior driver.

Post October Bid (b) All new runs/complexes/routes that come in after the October bid day and through the end of the school year will be posted for five (5) working days and awarded to the senior bidder. If there are no bidders for any posted run/complex/route, transportation dispatch may assign it. It becomes part of the route for the school year. When cost-efficient criteria is used in the posting and bid award process, the District will meet and consult in good faith with the shop steward(s) regarding the use of justification for the criteria.

8 Hour Max (c) All bidders shall not exceed eight (8) hours a day.

October Bid Date (d) The October bid day will be the fourth Monday of October, and take effect seven (7) calendar days later. A copy of all available routes will be given to each driver on the Friday prior to the bid day.

**Compelling
Circumstances**

6. After a driver is awarded a job bid, he/she may not reject a portion of the run without giving up the entire job complex. Under compelling personal circumstances, a driver may request approval to give up a portion of a complex. Approval of such request will be at the district's discretion and will be subject to an end of the school year limit, subject to review and reconsideration after a sixty day period, and will provide for return of the driver to the full run at the beginning of the following school year. Any such temporarily surrendered portion of the run will be posted for drivers whose existing schedule allows for absorption of the portion without otherwise impacting their existing complex, per existing route bidding guidelines (most cost efficient senior driver).

7. Back Up Drivers

Mid-day Runs

- (a) Mid-day runs, i.e., kindergarten, shuttles, skill center, VA, etc., will have back-up driver positions. Back-up driver positions will be bid upon by seniority, and drivers will be allowed to sign up for two mid-day runs. Drivers may not be an AM kindergarten back-up driver for one school and a PM kindergarten back-up driver for a different school. Drivers will also be allowed to sign up on an as-needed back-up list to back-up any mid-day runs as needed. If the occasion arises where the backup is needed for both routes he/she signed up for, a driver from the as-needed back-up list will drive one of the routes. Dispatch will contact and utilize drivers from the as-needed back-up list on a seniority basis, beginning at the top of the list each day. Drivers who sign to be a specific backup must be available to perform their District assignment when needed. If the regular back-up driver is unavailable five (5) times when called, they will lose the back-up position(s). It is the back-up driver's responsibility to inform dispatch when they have a permanent addition to their route that conflicts with their duties as the specific back-up driver, and/or as-needed back-up driver. Back-up drivers shall meet posted requirements and shall not exceed eight (8) hours per day (excluding trips).

**Special Needs
Backup**

- (b) All "special needs" route assignments will have a back-up driver. These will be driven by the back-up driver if the regular driver is absent for the mid-day portion only. When the "special needs" driver is off work for the entire day, the substitute driver shall drive the entire route, including the mid-day portion.

**After School
Runs**

- (c) Regular drivers who have after school runs, i.e., Intramural, Kids First, Mentor, or Middle School Swim Programs, etc., which is limited to specific days of the week, and/or sessions may be back-up drivers. These drivers may not have a mid-day/kindergarten run on their regular route. These drivers may sign up to be a specific back-up driver and/or as needed mid-day back-up driver. If performing the after school run, and the back-up duties will put the back-up driver into overtime, a driver from the as needed back-up list will do the back-up mid-day portion.

**Driver Trainer
Back-up**

- (d) Driver Trainers will be allowed to have portions of their routes covered by a back-up driver when they are performing behind-the-wheel training. Portions covered by the back-up driver will be determined by dispatch. Portions of complexes covered by back-up drivers will be limited to hours that would result in overtime for the Driver Trainer when performing behind-the-wheel training sessions. Drivers will sign up for back-up positions by seniority in conjunction with mid-day back-up positions. Back-up drivers shall meet posted requirements and shall not exceed eight (8) hours per day (excluding trips).

Definitions of terminology used in Bidding are as follows

Terminology

- I. **Regular Education:** Those routes receiving basic funding from the Office of the Superintendent of Public Instruction.
- II. **Special Education:** Those routes receiving special funding from the Office of the Superintendent of Public Instruction or the Federal Government.
- III. **Run:** Each individual portion of a route or complex (i.e., each home-to-school, hosts, kindergarten taken in, intramural, VA, mentor, school-to-home, Grandmother,

swim, skill center, Voc-Education, Work Study, etc.) is a “run.”

- IV. **Complex:** The AM portion, the Midday portion, and the PM portion of a driver’s day is each a “complex.”
- V. **Route:** The total compilation of all the runs and complexes of a driver’s work day is a “route.”
- VI. **Substantial Change:** Includes but is not limited to:
 - a) loss of a previously existing run from an AM/PM complex;
 - b) addition of a new run to a previously existing complex.

Vacation Pay

Vacation Pay The salary rates for bus drivers and food service employees include an amount equivalent to five (5) days vacation pay.

Bus Drivers – Trips and Bid Award Process

Trip and Bid Award Process All trips (excluding kindergarten trips) will be bid on and awarded by the number of trips taken and seniority. Posted trips not bid on and emergency trips that could not be posted in time to be bid upon will be handled according to a procedure developed and agreed upon by a majority of drivers and the transportation supervisor. All trips with an initial report time of 5 p.m. or later will be paid a minimum of two (2) hours.

Bidding on Trips that Exceed Regular Route Hours

- Probationary Employees** 1. All drivers who have successfully completed their probationary period are eligible to bid on all day trips.
- “All Day” Trip Defined** 2. An “All Day” trip is defined as a posted trip with depart/return times that conflict with the start time of any part of a drivers’ route, complex, or run.
- “Posted” Trip Defined** 3. A “posted” trip with depart/return times that may be driven during the hours between any existing route, complex or run is not an “All Day” trip.
- Posted Trip to Exceed 30 Min.** 4. The posted trip time must exceed your route time by a minimum of thirty (30) minutes.
- Relinquishing a Trip** 5. If any part of the hours of the awarded trip conflict with the driver’s regular District assignment, the driver must give up the entire District assignment.

Bus Drivers – Kindergarten

Kindergarten and Shuttle Back-up Assignments All assignees shall be able to meet posted requirements and not exceed eight (8) hours per day. Kindergarten and shuttle back-up driver positions will be assigned by seniority from a sign-up list. All assignments and drivers unassigned shall be posted. When a permanent position becomes available, back-up drivers shall have the option to bid on it.

Chartering of Buses & Extra-curricular Trips

- Coordination Through District** 1. All Vancouver Public Schools (“VPS”) activity and extra-curricular trips requiring transportation by bus shall be coordinated through the District’s transportation department. The transportation department will make all arrangements for the transportation of these students.

- Outside Carrier** 2. If VPS drivers and/or buses are not available, arrangements for another carrier may be made by the transportation office.

- Trip Analysis** 3. Trip needs (safety, number of students, length of trip, distance, equipment to be taken, etc.) will be analyzed on a trip-by-trip basis. Trips of over 330 miles round trip and overnight trips may be analyzed for cost effectiveness as well. The decision on which carrier (District or charter) may transport these students will be made by the transportation department.

- Saturday Trip Pay** 4. Saturday Trips (Drivers) in recognition of quality time worked on Saturday, drivers shall receive, in addition to their regular rate of pay, a premium rate of pay equal to one-quarter (1/4) of their regular pay for time worked on Saturday. Any Saturday work that is in excess of eight (8) hours in the day, or forty (40) hours in the week, will be paid at the overtime rate in lieu of the Saturday rate.

- Weekend Work** 5. Hours of work performed on Saturday or Sunday, which are part of the forty (40) hour work week will be compensated at time and a quarter (1.25).

Assistant Crew Leaders – Bidding

- Internal Placement** 1. Assistant Crew Leader positions anticipated to be of duration longer than six (6) months, and when combined with an existing vacancy, shall be filled from among employees working within the transportation, maintenance, and operating classifications respectively, who are qualified as spelled out in Article V, Section 1.

- Longer Than 6 Months** 2. Assistant Crew Leader positions anticipated to be of duration longer than six (6) months, and additive to an existing position within a specific work department, shall be filled from among the employees working within that respective work department, who are qualified as spelled out in Article V, Section 1.

- Less Than 6 Months** 3. Assistant Crew Leader positions anticipated to be of duration less than six (6) months shall be appointed by the District.

Article IX, Section 2 – MAINTENANCE and OPERATIONS, WAREHOUSE - DISTRICT RESOURCE OFFICER (DRO)

Annualized Pay – DRO’s

DRO’s Annualized Pay Option DRO’s may elect 12 month annualized pay or 9 month pay, cut-off to cut-off. Employees must elect annualized pay prior to the beginning of the school year or at the commencement of an eligible position with the district. Per IRS regulations, any election to annualized pay is irrevocable for the school year. Annualized pay elections will continue year-to-year unless the employee notifies payroll in writing on a form provided by the district prior to the start of a new school year. This provision is subject to revision should state L & I rules change to provide eligibility for summer unemployment benefits for employees with ‘reasonable assurance’.

Clothing Allowance

Provided Clothing by District All regular Trades Workers shall be provided coveralls for their workday by the District. These coveralls will remain the property of the District. The cost of any laundering shall be borne by the District. In all cases, a maximum of two (2) changes per week is authorized.

Warehouse Clothing Warehouse workers who work outside (i.e., delivery drivers) will be provided with rain coats and rain pants.

Custodial Supervision

Designated Principal's Designee During the school term, custodians, custodial assistants, and other regular employees of the building governed by this Agreement shall be responsible to the building principal or his/her designee. The employee shall be informed when he/she is responsible to a principal's designee and of the responsible supervisor during non-school months.

Custodian Inspection Form

Employee Comment Provision The custodian inspection form will provide an area for building operator and the custodian comments as part of the inspection record.

Graveyard Shift

Graveyard Shift Differential Pay If any employee is required to work a majority of the graveyard shift, he/she shall receive fifty (.50) cents per hour shift differential.

Emergency Help

Request for Extra Help In emergency situations where a custodian must request help, an attempt will be made to call the regular night employee from that building for the work before a substitute employee is called.

Combination Workers

Combination Worker It is agreed that all maintenance personnel shall be recognized as combination workers and may be required to work at any type of work if they have the ability and the need arises.

Grounds – Assigning

1. Personnel assigned to a grounds/custodial bid position will be assigned to these area in the following manner:

Custodial to Grounds (a) In assigning personnel from custodial duties to grounds duties, the grounds department seniority (highest) shall be used to determine the order of assignment to grounds.

Grounds to Custodial (b) In assigning personnel from grounds to custodial, the grounds department seniority (lowest) shall be used to determine the order of assignment to custodial.

Lack of Skills (c) If an employee with grounds department seniority does not possess the skills required to perform grounds duties, the next senior employee with skills needed to perform grounds duties required shall be assigned to grounds.

Assignment Pay 2. Employees in the grounds/custodial bid positions shall receive the rate of pay for the job classification they are assigned.

Uniforms 3. Uniforms will be provided to temporary grounds crew members assigned during the summer months.

Assistant Crew Leaders – Bidding

Internal Placement 1. Assistant Crew Leader positions anticipated to be of duration longer than six (6) months, and when combined with an existing vacancy, shall be filled from among employees working within the transportation, maintenance, and operating classifications respectively, who are qualified as spelled out in Article V, Section 1.

Longer Than 6 Months 2. Assistant Crew Leader positions, anticipated to be of duration longer than six (6) months, and additive to an existing position within a specific work department, shall be filled from among the employees working within that respective work department, who are qualified as spelled out in Article V, Section 1.

- Less Than 6 Months** 3. Assistant Crew Leader positions, anticipated to be of duration less than six (6) months, shall be appointed by the District.

Swing Custodial Assistant

- Pay for Elementary Custodial Assistants** 1. Custodial assistants regularly assigned to swing positions at elementary schools shall receive a premium of \$0.75 per hour in addition to their base pay as an elementary assistant custodian during the period of September 1 through May 31 for additional responsibilities resulting from community use of the building.
- Pay for Stepping Up** 2. Custodial assistants and swing shift custodians shall be paid the daytime, non-certified rate when stepping up because the Building Operator is absent.
- Pay Exclusion Clause** 3. The regularly assigned swing custodial assistant at the District administrative services center shall receive the permanent assignment rate for elementary school custodians during the period September 1 through August 31 for responsibilities resulting from community use of the building. (NOTE: This paragraph does not apply on the days when the building is not being used for community activities.)
- Vacation Pay Rate** 4. Vacation, holiday, and compensated leave days for elementary school and District administration building custodial assistants will be calculated at the custodian rate of pay.

Asbestos-Removal Compensation

Asbestos Removal The District will pay \$100 per instance for employees assigned to asbestos removal projects. All employees performing such duties will be properly trained and certified. In no case will a single "instance" involve a period of time greater than three (3) hours.

High Lift Operations

High Lift Pay Employees working in High Lift operations at a height on excess of fifty (50) feet will receive additional compensation of \$100.00 per person including the spotter on the ground for each day working in a high lift situation. This is only when a high lift machine has been rented and is being used for stadium maintenance. Any other high lift situations need prior approval by the Facility Supervisor.

'Permitted' Confined Space Compensation

'Permitted' Confined Space Compensation Hazardous duty supplement pay of \$100 per day shall be provided when working, with approval of Maintenance Manager, inside a 'permitted' confined space.

Article IX, Section 3 – NUTRITION FOOD SERVICE WORKERS

Mandatory Meeting

Managers Meeting Mandatory meetings during the summer for cafeteria managers will be scheduled no earlier than ten (10) calendar days prior to the day designated on the official school district calendar as the day school opens.

Central Kitchen Managers Rate of Pay

Base Rate of Pay All central kitchen managers shall receive the same base rate of pay as the high school and middle

school kitchen managers.

Absence of Cafeteria Manager

Temporary

In the absence of the cafeteria manager, the person designated by the Food Services' supervisor to temporarily assume those responsibilities will receive the manager's rate of pay. To be eligible, the employee shall have a current First Aid Card. If skills and abilities of employees are approximately equal, the most senior employee will be assigned.

Certification/Food Service

Food Service Certifications Not Required

The District will not require, nor will it provide additional compensation, for certifications in food service. Such compensation is inherent in the wage rate established for all food service employees. The District will consider all sources for acquiring advanced qualifications for advancement to manager levels to include voluntary certification, in-district training, external training, and prior work experience.

Vacation Pay

The salary rates for bus drivers and food service employees include an amount equivalent to five (5) days vacation pay.

Minimum Work Time

3 Hour Minimum

1. No cafeteria worker shall be called for less than three (3) hours work in any one day, except when mutually agreed to be the employee, the District and the Union.

Call Back Time

2. No employee shall be called back for less than two (2) hours for any school function and this time shall be paid for at the overtime rate.

Annualized Pay

Positions with Annualized Pay Option

Kitchen managers, cooks and satellite food service drivers may elect either 12-month annualized pay or nine (9) month pay, cut-off to cut-off. Employees must elect annualized pay prior to the beginning of the school year or at the commencement of an eligible position with the district. Per IRS regulations, any election to annualized pay is irrevocable for the school year. Annualized pay elections will continue year-to-year unless the employee notifies payroll in writing on a form provided by the district prior to the start of a new school year. This provision is subject to revision should state L & I rules change to provide eligibility to summer employment benefits for employees with 'reasonable assurance'.

Placement of Substitutes

Assignment Timeframe

1. Three (3) hour food service vacancies will be assigned within forty-five (45) days of the opening.

3.5 Hour Bid

2. Assigned food service position(s) shall be bid if additional time is added that would increase daily assigned work hours to three and one-half (3.5) hours or more.

Reassigned Employees

3. Food Service employee(s) who must be reassigned as a result of such bidding will be assigned to a food service vacancy of less than three and one-half (3.5) hours as determined by the District.

Unavailable Substitute

4. Substitutes will be provided, as available, to cover positions for permanent employees on approved absences. If a substitute is unavailable, the hours the substitute would have worked may be used by the permanent employees in the kitchen. If practical, this time should be divided equally when there are two or more employees in the same kitchen. This time may be "banked" but should be used within two weeks.

Time Banked

Relief Warehouse Delivery Worker/Satellite Food Service Driver

**Annual Posting
for Relief
Drivers**

This position is bid for NFS personnel annually each fall with cafeteria managers not eligible to apply. Two (2) relief drivers will be selected and a rotating schedule will be maintained by Nutrition Services. The rotation is not based on day to day absence but by individual events, i.e. one illness, etc.

A grandfathered list shall be maintained. Any employee in grandfather status remains on the roster and fills in when one of the two drivers is not available. If a new delivery vehicle is purchased and/or the routes significantly change, grandfathered employees will be given an opportunity for training along with the other drivers.

ARTICLE X: WAIVER CLAUSE

**District and
Union Waiver
Clause**

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the District and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XI: WORKING AGREEMENT

**Work Stoppage
or Strike**

1. Service Employees' International Union, Local 925, and the District agree that the public interest requires the efficient and uninterrupted performance of all classified employees, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or employees covered by this Agreement shall not cause or engage in any work stoppage or strike.

**Orderly Return
to Work**

2. In the event of any strike or work stoppage of employees covered by this Agreement, or by other employees of the District, the Union will immediately, upon notification from the District, attempt to secure an immediate and orderly return to work.

No Lockout

3. During the terms of this Agreement the District agrees that there will be no lockout of employees covered by this Agreement.

**VANCOUVER PUBLIC SCHOOLS
EMPLOYEES' HOURLY WAGE SCHEDULE
Effective September 1, 2008-August 31, 2009
4.4% COLA**

<i>ASSIGNMENT</i>	<i>RATE</i>	<i>ASSIGNMENT</i>	<i>RATE</i>
<i>Mechanical</i>		<i>Custodial Services</i>	
Crew Leader	\$30.07	Crew Leader	\$30.07
Assistant Crew Leader	\$27.48	Assistant Crew Leader	\$27.48
		Custodial Crew Planner	\$21.57
		High School Custodian (D) (*Certified - \$21.53)	\$20.53
Trades Workers	\$25.11	High School Custodian (N)	\$19.69
Electrician, HVAC, Metal Fabricator		Middle School Custodian (D) (*Certified - \$20.32)	\$19.60
Welder, Machinist, Plumber, Boiler Service Worker	\$21.67	Custodial Support Team Leader	\$19.60
	\$21.37	Middle School Custodian (N)	\$18.93
Trades Helper		Elementary School (D) (*Certified - \$19.59)	\$19.02
Trades Helper, Summer		Custodial Assistant	\$17.70
		Substitute Retiree Custodial Assistant	\$17.70
\$100.00 per day, Permitted Confined Space High-lift operator (above 50') receives additional \$100.00 per day, includes spotter on the ground.		Substitute Custodial Assistant	\$14.80
		Graveyard Custodial Assistant .50 cents per hour additional	
<i>Building & Equipment</i>		<i>Transportation</i>	
Crew Leader	\$30.07	Crew Leader	\$30.07
Assistant Crew Leader	\$27.48	Assistant Crew Leader	\$27.48
Building/Grounds Planner	\$25.11	Mechanic	\$25.11
		Bus Service Worker	\$21.67
Trades Workers		Bus Driver	\$19.41
Brick Mason, Carpenter, Glazier, Painter, Mechanic, AV Repair, Alarm Technician, Repair Technician	\$25.11	Substitute Bus Driver	\$16.04
		Driver Trainer (13.5% above bus driver wage)	\$22.03
Trades Helper	\$21.67		
Trades Helper, Summer	\$21.37		
Spray Painter \$1.00 per hour additional while spray painting			
<i>Grounds</i>		<i>Nutrition Services</i>	
Crew Leader	\$30.07	High School Kitchen Manager	\$18.92
Assistant Crew Leader	\$27.48	Middle School Kitchen Manager	\$18.92
Equipment Operator, Trades Worker	\$25.11	Elementary School Kitchen Manager	\$17.65
Irrigation Specialist	\$21.67	Food Court Specialist	\$15.67
Landscape Specialist	\$21.67	Cook/Baker	\$15.67
Sanitation Truck Driver	\$21.67	Cafeteria Assistant	\$13.96
Groundskeeper	\$19.61	Delivery Worker	\$19.92
Groundskeeper, Summer	\$19.61	Substitute Cafeteria Assistant	\$11.25

Groundskeeper \$2.00 per hour additional while chemical spraying		.10 cents per hour serving 150 lunches per day/.15 cents per hour serving 151-300 lunches/.20 cents per hour serving more than 300 lunches per day. Central cooks & bakers receive additional .15 cents per hour. Cafeteria assistants working at satellite kitchens will receive an additional .15 cents per hour.	
<i>Warehouse & Distribution</i>		<i>Operations/Safety</i>	
Crew Leader	\$30.07	Campus Security Monitor	\$18.91
Assistant Crew Leader	\$27.48	Substitute Security Monitor	\$16.59
Stock Worker (Receiving & Ordering)	\$21.68	Personal Leave Reimbursement	\$ 9.41
Delivery Worker/Heavy Duty	\$21.67		
Warehouse Utility Worker	\$20.19		
Delivery Worker/Mail & Message	\$19.92		
Warehouse Worker	\$19.17		

Hourly rate will increase by .10 cents per hour upon completion of 10 years of service, .25 cents per hour upon completion of 15 years of service and .50 cents per hour upon completion of 20 years of service.

***Rate Payable upon Certification**

APPENDIX "A"

1. It is the intent of the parties to comply with all statutes and regulations of the Superintendent of Public Instruction and the State Auditor's office governing the distribution of funds authorized by the legislature for the compensation of classified staff.
2. In the event the monies actually made available by the state, or from other sources, fall below the authorized level, the salaries of all classified staff may be proportionately reduced by the amount of the shortfall on an equitable basis across the schedules.
3. Each individual salary will be altered to conform to any such revised salary schedule.
4. A salary schedule revision will be made only after the Service Employee's International Union has been given ample opportunity to review and discuss the documentation and details of any proposed change as are necessary to comply with statutes and regulations and/or Vancouver School Board Salary.
5. The District will make available for each employee working 1440 regularly scheduled annual hours \$744.00 per month for September 2008 through August 2009 for the payment of group insurance premiums. The District agrees to pool SEIU member's earned, but unused, employee health benefit contributions in accordance with the guidelines of RCW 28A.400.270-280.
6. Employees who work fewer than 1440 regularly scheduled annual hours (September 1, 2008 through August 31, 2009) will receive a prorated insurance contribution calculated from a base of 1440 annual hours.
7. **Voluntary Participation Insurance Programs**
 - i. A closed panel health plan offered by Kaiser Permanente Health Plan, Group #1960.
 - ii. An open panel medical/health and hospitalization plan to be administered by WEA/Blue Cross of Washington/Alaska Select Health Plan.
 - iii. Short Term Disability insurance administered by Standard Insurance.
 - iv. Additional life insurance available through Standard Insurance and John Hancock.
 - v. Cancer Insurance administered through American Fidelity.

SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL NO. 925

And

VANCOUVER PUBLIC SCHOOLS

**GRIEVANCE FORM
STEP I – INITIATION OF GRIEVANCE**

Grievance Filed by: _____ Date: _____

School/Department: _____ Position: _____

Supervisor with Authority to Settle Complaint: _____

Cite Specific area in Agreement which is basis of grievance: _____

Date of Action that is cause of Complaint: _____

Statement of Complaint:

Describe background of Complaint and efforts made to resolve the dispute prior to filing written grievance:

Remedy Requested – state remedy desired to adjust complaint:

Rationale for desired remedy:

Signature of Grievant: _____

Home Address: _____

Date grievance submitted to supervisor for written response: _____

Date written response due to grievant – _____ (seven (7) working days after date grievance was delivered)

Distribution:

Grievant

Service Employee's International Union, Local #925
Executive Director of Human Resources Department
Superintendent

APPENDIX "C"

SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL NO. 925

And

VANCOUVER PUBLIC SCHOOLS

GRIEVANCE FORM

STEP 1 – RESPONSE TO INITIATION OF GRIEVANCE

Grievance Filed by: _____ Date: _____

School/Department: _____ Position: _____

I have reviewed the written grievance filed with me on _____ and make the following statement relevant to the complaint and remedy desired:

My conclusion is as follows:

Signature: _____

Date decision delivered to grievant: _____

An appeal of this decision must be filed through the superintendent/designee within seven (7) working days of its delivery to grievant.

Distribution:

Grievant
Service Employee's International Union, Local #925
Executive Director of Human Resource Department
Superintendent

SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL NO. 925

And

VANCOUVER PUBLIC SCHOOLS

GRIEVANCE FORM

STEP 2 – APPEAL TO OFFICE OF SUPERINTENDENT

Appeal by the grievant of the administrative decision at Step 2, Office of the/Designee Superintendent, in the matter of the grievance filed by: _____

Date of Appeal: _____

The grievant has reviewed the administrative decision provided at Step 2 and finds that decision is not satisfactory to the grievant because:

.....

A grievance Adjustment Conference must be scheduled on or before _____ ten (10) full working days following date Appeal was delivered to Superintendent/Designee (Article VI, Section 2).

Signature of Grievant: _____

Date of Decision: _____

Distribution:

Grievant
Service Employee's International Union, Local #925
Executive Director of Human Resources Department
Superintendent

SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL NO. 925

And

VANCOUVER PUBLIC SCHOOLS

GRIEVANCE FORM

STEP 2 – SECOND ADMINISTRATIVE RESPONSE

Second administrative response to grievance initially filed by: _____

Date decision delivered to grievant: _____

The Office of the Superintendent/Designee conducted a Grievance Adjustment Conference on:

My conclusion, based on the record of my findings and my rationale for the proper disposition of this grievance and the remedy to be provided is as follows:

Signature of Superintendent/Designee

Date of Decision

Distribution:

Grievant
Service Employee's International Union, Local #925
Executive Director of Human Resources Department
Superintendent

SUMMER MAINTENANCE WORK REQUEST

SEIU AGREEMENT, ARTICLE IV, SECTION 7

**THIS FORM MUST BE RETURNED TO THE HUMAN RESOURCE DEPARTMENT BY
February 13, 2009**

*Please complete ALL information correctly for consideration of summer work.
For your seniority date you may access the district website at www.vansd.org*

Employees Name: _____

Employees Address: _____

Current Assignment: _____

Work Location: _____

Seniority Date: _____

SEIU Member: YES _____ NO _____

Work phone number: _____ Home: _____

I request to be considered for the summer maintenance assignments checked below. I am qualified for these assignments through previous District experience in like assignments or through verifiable employment or independent contracting. *(Employee to provide documentation of such experience)*

Summer work crews must be able to perform strenuous and physical tasks. In order to perform the essential functions of the job, these assignments require lifting, climbing ladders or scaffolding, bending, pulling and pushing, and the ability to be on your feet most of the workday. *(Review job descriptions)*

****In order to be considered for assignments, you are required to prioritize your choices on the categories listed below. *Example: FIRST choice mark a number one(1) next to the category, SECOND choice mark with a number two (2) and so forth. You may check more than one area you are qualified to work in.*****

Mechanical Maintenance Crew _____ Structural Maintenance Crew _____

Warehouse/Distribution Crew _____ Custodial Carpet Crew _____

Electronic Equipment Maintenance Crew _____ Grounds Crew _____

You are **required** to complete and list all previous District summer assignments and years you worked in that capacity **on the back of this document** in order to be considered for the above summer assignment. You may attach additional pages if needed.

COMPLETE BACK SIDE

