

AGREEMENT

Between

**SERVICE EMPLOYEES
UNION LOCAL NO. 925**

And

WINLOCK SCHOOL DISTRICT NO. 232

2006 - 2009

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AGREEMENT

THIS AGREEMENT, made and entered into by and between **WINLOCK SCHOOL DISTRICT NO. 232**, of Winlock, WA, hereinafter referred to as the "Employer", and the **SERVICE EMPLOYEES UNION, LOCAL No. 925**, hereinafter referred to as the "Union".

WITNESSED

That the parties agree that it has been and will continue to be in their mutual interest and purposes to promote systematic and effective employee-management cooperation and that they will confer and negotiate in good faith with respect to grievances and collective negotiations on personnel matters including wages, hours and working conditions; and will further promote effective methods for the prompt adjustment of differences.

ARTICLE I: UNION RECOGNITION AND COVERAGE

SECTION 1. Pursuant to certification by the Department of Labor & Industries in Case No. 0-1667 and previous negotiations and certifications the Union is hereby recognized as the sole and exclusive bargaining agent for all classified employees of the Employer, including bus drivers, and excluding District Office Personnel.

SECTION 2. JURISDICTION: All work to be performed in the jurisdiction of this union shall be performed by members in good standing, except for emergencies or other conditions agreed to between the Union and the Employer. Services provided by the Neighborhood Youth Corps (NYC), Future Farmers of America (FFA), or other Federal Programs will not reduce the work opportunities of regular employees.

ARTICLE II: UNION SECURITY

SECTION 1. Present employees who are now members of the Union, shall, as a result of continued employment, remain members of the Union. Present employees who are not members of the Union shall not be required to become members, provided however, that should they elect to become members of the Union, they shall, as a condition of continued employment, remain members in good standing of the Union. All new employees, shall, within thirty-one (31) days following their date of employment, become members of the Union and maintain such membership in good standing of the Union as a condition of continued employment. CETA or other employees in state and federal programs are not required to be members or pay an initiation fee, but are required to pay a monthly service fee equivalent to membership dues.

SECTION 2. This agreement safeguards the non-association rights of employees under Section 2.41.56 RCW, who shall pay a like amount of fees and dues each month to a nonreligious charity. Such employees shall certify to the Union that this has been done.

SECTION 3. The Shop Steward and the Union Representative shall meet with an employee who does not comply with this article and will attempt to gain compliance. Refusal of the employee to

meet with the Shop Steward and Union Representative or failure to comply within fourteen (14) calendar days of a meeting shall cause a written statement of fact to be transmitted to the Superintendent. Upon receipt of this written notice to the Superintendent that the employee has failed to comply with the requirements set forth in the Article, the Employer shall give such employee five (5) days to comply with these requirements. If such employee still refuses to comply, the Employer shall terminate him.

ARTICLE III. AUTHORIZED DEDUCTIONS

SECTION 1. The Employer agrees to deduct monthly union dues, fees and assessments from the wages of any employees who voluntarily request in writing their deduction. An employee who wishes to have his union dues, fees and assessments deducted shall sign a form identical with the attached form marked "Exhibit B". When filed with the Employer, the form will be honored in accordance with its terms.

SECTION 2. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to deductions covered thereby. The Union hereby undertakes to indemnify and holds the Employer harmless from all claims against it for or on account of any deduction made from the wages of any employee.

ARTICLE IV: RIGHT OF ACCESS, BULLETIN BOARDS, MEETINGS, and SHOP STEWARDS

SECTION 1. The business representative for the Union shall be permitted access to all properties covered by this agreement to discharge his duties as a representative of the Union, provided, however, that no interference with the work of employees shall result, and such right of entry shall at all times be subject to general rules applicable to non-employees. All visitors to school buildings are also governed by District Policy #8240 School Visitation Rights of Non-Students.

SECTION 2. The Employer agrees to provide space on an available bulletin board for the posting of official union notices. Such official notices shall be signed and posted by the Shop Steward or Union Representative.

SECTION 3. Upon request of the Union or a member thereof, a suitable meeting room shall be provided by the Employer.

SECTION 4. SHOP STEWARDS. Shop Stewards shall be the representatives for all classified employees belonging to SEIU. The Union shall notify the Employer of the names of Shop Stewards and alternates. Shop Stewards are the Union's spokespersons on the job. The parties acknowledge the general proposition that Union business performed by the Shop Stewards, including the investigation of grievances and contract interpretation; will be conducted during non-working hours (e.g. coffee breaks, lunch periods and before and after shifts). It is seen as

desirable for the Shop Stewards and the Superintendent, the designated representative of the Employer, to have open and frequent two-way communication. In this way, possible problems will be resolved as early as possible; something desirable for both employee and employer.

ARTICLE V: NO DISCRIMINATION

SECTION 1. In accordance with the policies of the Employer and the Union, it is agreed that there will be no discrimination against any employee or applicant for employment because of his race, sex, age, religion, color, ancestry or political affiliation in the administration or application of the terms of this agreement or in hiring.

SECTION 2. The Employer and the Union shall not discriminate against any employee because of his membership (or lack of membership) in the Union or for legitimate Union activity; provided, however, that such activity shall not be conducted during working hours or be allowed to interfere with the employer's operation. Shop Stewards, alternates, or Union representatives, however, may present a grievance during working hours provided they do not interfere with the Employer's operations.

ARTICLE VI - NOTIFICATION OF HIRINGS, LAYOFFS, TERMINATIONS AND PROMOTIONS

SECTION 1. The Employer will notify the Union or the Shop Steward, on a form attached hereto and marked 'Exhibit C', of all hiring, layoffs, and terminations from the payroll and promotions of employees subject to this agreement, together with the reason for any termination.

SECTION 2. Newly hired employees shall be given a copy of the current agreement by the Shop Steward of the Union or the Union Representative. The Employer shall provide new employees with a packet, which shall include the following information:

- ❖ Medical insurance plan information
- ❖ Description of the medical pool
- ❖ Employee's job description
- ❖ Classified Employees voluntary scholarship information
- ❖ Transportation work routine information sheet (when applicable)

ARTICLE VII: NEW CLASSIFICATIONS

SECTION 1. In the event the Employer creates a new job title within this bargaining unit, the Employer shall notify the Union of the wage rate and include a copy of the new job description.

SECTION 2. Should the Union not be satisfied with the wage rate because it is not in line with other jobs in the wage schedule, the Union may request a meeting within fifteen (15) days of the Employer's notice to negotiate the wage rate.

SECTION 3. Should the parties not be in agreement within thirty (30) days of the Employer's notice, the Union may waive the dispute or take it to arbitration in accordance with the procedure outlined in RCW 41.56.

ARTICLE VIII: CLASSES OF EMPLOYEES

SECTION 1. A regular full time employee is one who is regularly scheduled at least forty (40) hours per week throughout the year.

SECTION 2. A regular part time employee is one who is regularly employed for less than forty (40) hours per week throughout the year or functions only part of the year. The most common example is the school year.

SECTION 3. A temporary employee is one who is employed for a short duration, less than 90 working days, to do a task for which employment terminates with completion of the task, or employed with a predetermined termination date, usually more than twenty (20) consecutive days. An employee hired for leave replacement shall be temporary even when the assignment is up to one (1) year in duration. A temporary employee with an assignment of more than 90 days shall receive health benefits.

SECTION 4. A substitute employee is one who is employed on an intermittent basis (less than twenty (20) consecutive days) in the same job classification.

ARTICLE IX: SENIORITY

SECTION 1. District seniority shall mean an employee's continuous length of service with the District. District seniority shall apply to vacation periods and any wage increments authorized by the state.

SECTION 2. Classification seniority shall mean an employee's continuous length of service within a classification. Classification seniority shall govern in all layoffs and recalls after layoffs. When a custodian is absent due to vacation or illness, the next senior custodian will fill that position.

SECTION 3. All job vacancies or newly created positions shall be posted as soon as possible, but in no case later than five (5) days after said job becomes vacant. All such vacancies will be posted at all work locations and the Union shall be notified of such postings. Each posting shall include the projected pay rate, the work schedule hours, and a brief description of duties. Notices shall be posted for a period of ten (10) working days. The Employer will make final selections in the event of the need to fill a vacant or new position. Senior employees will receive high consideration and the District will consider seniority in the same job description for placement in that position. Vacancies shall be filled on the basis of the best judgment of the Employer and the most qualified applicants.

Exception: Due to the cutbacks in the fall of 1999, any employee working below their full 1999 hours will receive first consideration for any position, as long as the position does not exceed their 1999 hours.

SECTION 4. In the event of transfers or promotions, the employee shall be given a trial of not more than twenty (20) days in the new job classification. Prior to twenty (20) days the employee may return to his/her former position. The employee shall receive the higher rate of pay during the trial period.

SECTION 5. If the senior employee is passed over for promotion, or returned to his/her former or comparable position, he/she will receive, upon request, a written notification of the reasons for such action.

SECTION 6. Vacancies, which occur due to an incomplete trial period, shall be treated as new vacancies.

SECTION 7. Any employee who transfers from one classification to another covered by this agreement, shall retain his/her seniority in the vacated classification however, he/she will not continue to accrue seniority in that classification after completion of the trial period in the new job.

Seniority does not apply to an employee until he/she has completed his/her probationary period. Upon completion of said probationary period the employee shall be credited with seniority within the new classification, and the ninety (90) days seniority so credited to the new classification shall be deducted from the previous job.

SECTION 8. The seniority rights of an employee shall be lost for the following reasons: a. resignation, b. discharge, and c. retirement.

SECTION 9. Layoff and Recall:

- a) In the event a layoff occurs within a classification or a position/positions, have an hour's reduction; reduction of the work force shall begin with those employees with the least seniority. If hours are to be reduced in a position that a senior person holds, the senior person has the right to bump to maintain hours. An employee so reduced shall be given the opportunity to return to any specific job classification to which he or she has been previously successfully assigned for at least six months, provided, such employee has greater total district seniority than the employee being bumped.
- b) An employee on layoff from a position, above, shall be placed on a layoff list for up to eighteen (18) months.
- c) When an opening occurs while an employee is on the layoff list, the District shall first offer the position to the most senior employee on the list who has previously worked successfully in the classification and continue to offer vacancies in the manner as long as employees remain on the list.

SECTION 10. A seniority list, by general classification, excluding supervisory personnel, and showing the date of hire shall be posted in all buildings and the bus garage. Copies of the seniority list shall be furnished to the Union annually. General classifications are Secretaries; Paraeducators; Custodian/Maintenance and Bus Drivers.

Seniority shall be observed in matters of driver route assignments.

SECTION 11. In cases where there is more than one individual with the same seniority date, the District shall use the application date as the "tie breaker" to determine District seniority. If there is still a tie then the time the application is submitted shall be the determining factor.

ARTICLE X - HOURS AND OVERTIME

SECTION 1. DEFINITION OF TERMS:

- a. Eight (8) hours shall constitute a workday and forty (40) hours shall constitute a workweek to be completed within five (5) consecutive days. Time worked in excess of eight (8) hours in one day or forty (40) hours in anyone week shall constitute overtime and shall be paid for at the overtime rate of time and one-half, with the exception of bus drivers, who shall receive the overtime rate of time and one-half for hours worked in excess of forty (40) hours in one week.
- b. "Work week" shall mean and consist of the seven (7) day period beginning at 12:01 a.m. Monday.
- c. Compensatory time may be granted to eligible employees in place of overtime pay. This would be at the discretion of the employee. Compensatory time shall be taken through mutual agreement of the employee and employer as per the Fair Labor Standards Act.

SECTION 2. OVERTIME PAYMENT: All work performed on the seventh (7th) consecutive day, or on Sunday shall be paid at double the straight time rate of pay.

SECTION 3. AUTHORIZATION OF OVERTIME: No employee shall be allowed to work overtime unless the overtime work has been previously authorized by his Supervisor. Such overtime shall be verified in writing by the supervisor on the employee's time record.

SECTION 4. Starting time, quitting time and the workweek shall be established for all employees within the terms of this agreement.

SECTION 5. INTERVAL BETWEEN SHIFTS: All employees shall have at least fourteen (14) hours between shifts, with the exception of bus drivers who are on extra curricular trips. For all work performed within the fourteen (14) hour interval the employee shall be paid the overtime rate; provided, that when the night custodian works a day shift, without a fourteen (14) hour interval between shifts, said custodian shall receive his/her regular rate of pay.

SECTION 6. NOTIFICATION OF WORK CANCELLATION OR DELAY: In case of inclement weather or other emergency school closure, an employee shall receive notification of cancellation or delay of work a minimum of one (1) hour prior to their normal working time. If not notified, said employee shall be paid a minimum of two (2) hours for show-up time.

SECTION 7. CALL TIME: If an employee is called out on his day off or is called back or otherwise required to return to work after checking out and leaving the premises, he shall be paid at the overtime rate or given compensatory time for all hours worked on such call back, or for a minimum of two (2) hours, whichever is greater.

Bus drivers who are called back for early release shall be paid for actual drive time.

SECTION 8. REST PERIODS: All employees shall be entitled to a fifteen (15) minute rest period for each four consecutive hours worked. However, two paid rest periods shall be provided whenever an employee is required to work seven (7) or more hours in a day.

SECTION 9. MEAL PERIODS: An uninterrupted meal period of at least one-half hour duration shall be afforded to employees who work more than five (5) consecutive hours, to be taken at times designated by the employer. If an employee is required to work more than five (5) consecutive hours without being given an opportunity to eat, he shall be paid at the overtime rate for all time worked in excess of the first five (5) hours until such time as he is given an opportunity to eat. This section does not apply to bus drivers; however, bus drivers taking a trip requiring more than eight (8) hours to complete shall be reimbursed for one reasonably priced meal.

SECTION 10. MEDICAL EXAMINATIONS: All medical examinations required by the employer shall be paid for by the employer. The employer reserves the right to designate the physician and the type of examination required.

SECTION 11. APPEARANCE IN COURT: When an employee is required by the employer to appear in any court or before any attorney-at-law for the purpose of testifying, the employee shall be reimbursed in full for all costs incurred, including time lost, or the daily minimum\ whichever is greater, because of his appearance.

SECTION 12. WORKSHOP AND PROFESSIONAL DAY ACTIVITIES: Any employee required to work on a workshop day or attends workshop or professional day activities will be paid at the regular rate of pay. Registration fees and mileage for the use of an employee's car will be paid to the employee; provided that if a district vehicle is available, the employee will be required to use the district vehicle.

SECTION 13. FIRST AID CLASSES: The District shall require first aid cards for all classified employees. Each employee must complete an accredited first aid class within one year of employment. The time spent in first aid class shall be paid by the District at the employee's regular rate of pay.

SECTION 14. EXTRACURRICULAR TRIPS/ROTATION TRIP BOARD: Extracurricular bus trips will be administered by the transportation supervisor. These trips shall be awarded from a rotation trip board, with bidding on Fridays. The District shall maintain a rotation trip board, as follows:

- a. Maintain a Rotation Trip Board. All trips for school activities, including sports shall be bid and awarded from a rotation trip board. The board shall consist of a list of drivers by seniority and shall be maintained in Transportation. Drivers sign up for the trip board at in-service or the first workday of the new school year.
- b. Trips bid weekly. Trips are bid weekly, for one-week's trips. The trips bid are for the following one (1) week period, Monday through Sunday, except at Christmas break and Spring Break when trips are bid for two weeks.
- c. Board rotation begins on the first bid-day. On the first bid-day of the school year, bidding begins at the top of the list with the most senior driver. Each week the bidding picks up where it left off the week before.
- d. Friday bid day, except for holidays or school closures. Bidding is scheduled for Friday mornings at 8:35 a.m., except Thanksgiving week, when bidding is done the last workday before the holiday, and Spring Break or any unscheduled school closure day, when bidding is moved to Monday or the next working day to keep the board on schedule.
- e. Trips posted on Thursday. The trips are posted the day before bidding, on Thursday, by 8 a.m.
- f. Bidding by proxy. When a driver is absent due to work or illness, the trip driver may bid by proxy by providing the list of trips by choice, 1,2,3 etc. to the manager or brought in by another driver with the driver's name at the top of the list. Phone proxies to the supervisor will be accepted, prior to bid-time, but no accommodations made if the supervisor is not reached.
- g. Running the Trip Board. The Transportation supervisor shall run the rotation trip board, on bid day. During bidding, any trip still on the board after going through the list two times, shall be assigned by the Transportation Supervisor or designees, **first to senior drivers, not on the trip board, second to substitute drivers and third,** it shall be assigned to the least senior driver on the trip board or a sub driver at the manager's discretion. When the supervisor is absent, the senior driver at the bid meeting runs the board. Only the transportation supervisor, supervisor designee or senior driver at the bid meeting make changes to the Board, with the exception of: Drivers can write pass on their own name and move the check to the next name on the list with regard to emergency trips.
- h. Loss of trips. Any bid driver not at the bid meeting at 8:35 a.m. or without proxy loses

out on trips for the week/s bids.

- i. Trip lost from illness or emergency. When a driver cannot take an awarded trip, due to illness or other emergency, the trip is bid on the ~~emergency~~ **late trip** board and the driver misses a trip for this rotation of the board, only.
- j. No limit. There is no limit to refusals and there is no trading of awarded trips.
- k. Add or remove name. Drivers may add their name or remove their name from the board at anytime as long as the request is made in writing.
- l. Trip with more than one driver. A trip that requires more than one driver shall be filled in full from the rotation trip board.
- m. ~~Position on board and emergency trips. When a trip driver has a trip awarded from the late trip board, their position on the rotation trip board does not change. [move to below — d on section 15 and per TA~~
- n. Summer trips. Summer trips are awarded from the trip board at the time the trip comes in. The transportation supervisor takes the bids by phone.

SECTION 15. LATE TRIP BOARD

- a. The Transportation supervisor shall maintain a late trip board and offer trips by rotation and seniority from the board.
- b. All drivers shall have the opportunity to sign up for the late trip board.
- c. Same day emergency trips are assigned immediately as needed. Other late trips are filled within 24 hours.
- d. Other than same day emergency trips, the transportation supervisor shall make a reasonable attempt to reach drivers by rotation on the late trip board.
- e. Position on the board and emergency trips: When a trip driver has an emergency trip awarded, their position on the **late** rotation trip board does not change. [Edit — per TA 07]

SECTION 16. OVERNIGHT EXTRACURRICULAR TRIPS: Overnight extracurricular trips shall be paid at the route trip rate for eight hours/day or actual drive time whichever is greater. This includes actual time for pre-trip and all duty time worked on the trip

SECTION 17. BUS ROUTES: A regular bus route shall be defined as transporting students from home to school and school to home. The local special education route shall include transportation of special education students in the middle of the day and is bid as one route.

A Midday or Shuttle route shall be defined as the transportation of students on a regular basis outside of a regular route.

Drivers shall be eligible for one extra midday or shuttle route, which shall be awarded by seniority. Drivers who must drive a different bus must have adequate time to properly perform the District's required pre-trip inspection before departing.

SECTION 18. ANNUAL BUS ROUTE BIDDING: Each fall regular transportation drivers have the right to bid onto a new route, for any reason.

- a. Bidding shall take place the Friday following the week route times are due to the office.
- b. All route times shall be posted prior to the bidding.
- c. And all bidding is by seniority.

SECTION 19. BUS ROUTE CHANGES OF 30 MINUTES OR MORE: The transportation manager shall post and provide to drivers individually, permanent route changes of 30 minutes or more, the first workday of the month following the route change. Upon receipt of a driver written request, the Transportation Manager shall open for seniority bid any permanent route with changes of 30 minutes or more. Any driver bumped from their route shall have the right to bid into another route held by a less senior driver.

This does not take the place of the annual seniority route bid.

SECTION 20. BUS ROUTE VACANCIES, MID-YEAR: When a regular route is vacated permanently, or a new route is added mid-year, drivers have a right to bid on the open route.

- a. Bidding shall be by seniority.
- b. Such a vacancy shall be posted in accordance with Article IX.

SECTION 21. BUS DRIVER HOURS:

- a. Drivers will be paid for the actual route time plus fifteen (15) minutes for warm-up/pre-trip inspections. Annual inspection preparation and meetings required by the employer or Supervisor will be paid extra.
- b. Trip drivers will be paid their regular route pay for the time of their route when they take a trip during their AM or PM route.
- c. Drivers taking extracurricular trips will be paid a minimum of two (2) hours at the extracurricular trip rate.

SECTION 22. PARAEDUCATOR: Any long term extended hours more than one hour per day for more than one week above those regularly scheduled in the Paraeducator classification shall be offered to the senior qualified Paraeducator.

SECTION 23. PAYROLL RECORD KEEPING: The first payroll period of the school year

shall provide an explanation of the employee's pay stub and monthly pay.

SECTION 24. LATE OPENINGS AND EARLY CLOSURES: When an employee schedules make-up hours with their supervisor, employees shall be paid for hours lost due to late openings or early closures.

ARTICLE XI: WAGES

SECTION 1. Wages:

- a. Attached hereto and marked "Exhibit A" and made a part hereof is them schedule setting forth the minimum hourly rates for all employees covered by this agreement.
- b. Wages, year 2007-2008:
 1. The wage scale is increased by \$.10 across the board
 2. In addition, the District will make every effort to provide employees an across the board increase in the percentage of the state increase. In the least, the District shall provide the Bargaining Union, the total amount of dollars received from the State for 'pass through' and/or otherwise generated by the classified employees for salary and benefit purposes.
- c. Wages year 2008-2009:
 1. The wage scale is increased by \$.10 across the board
 2. In addition, the District will make every effort to provide employees an across the board increase in the percentage of the state increase. In the least, the District shall provide the Bargaining Union, the total amount of dollars received from the State for 'pass through' and/or otherwise generated by the classified employees for salary and benefit purposes.
- d. *Any general wage increase shall also be added to extra-curricular trip pay.*

SECTION 2. If a state audit finds that the district's classified salaries exceed state guidelines, adjustments will be made immediately to bring the classified wages into compliance.

SECTION 3. TEMPORARY TRANSFER:

- a. An employee performing a position of a higher classification shall receive the higher rate of pay as a replacement in the higher classification.
- b. If an employee is temporarily transferred to a lower paid classification, the employee shall continue to receive his regular rate of pay.

SECTION 4. MEETINGS: All required meetings, examinations, and class attendance will be paid at the regular rate of pay.

SECTION 5. MILEAGE: The mileage rate shall be based on the IRS reimbursement rate per mile and shall be paid to an employee who is required to use his/her personal vehicle while on the job.

SECTION 6. DRIVERS IN TRAINING: Drivers in training (new to the District) will receive federal minimum wage rate for time spent riding with a regular bus driver to learn bus routes. Regular district full-time drivers who are being trained in learning new routes shall receive their regular driving rate. Training trips of this nature shall be scheduled and approved in advance by the Transportation Supervisor. A driver in training may elect to ride routes for training purposes and not receive compensation.

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SECTION 7. PARAEDUCATOR/FEDERAL STANDARDS:

- a. Any paraeducator that meets the Federal mandates of "No Child Left Behind" by education level of an AA degree or two (2) years college equivalency shall be placed on the salary schedule as if they completed the apprenticeship certification.
- b. Completion of an apprenticeship certification that qualifies by OSPI meets the Federal mandates of ' 'No Child Left Behind".
- c. The District shall pay for paraeducators when they take the NCLB equivalency test, if the test is scheduled through the District. When possible, the test will be scheduled during the Para's regular work schedule. Upon request by the Para, the District shall make materials for review available prior to testing.

ARTICLE XII: BENEFITS

SECTION 1. VACATIONS

- a. A full-time employee is one who works twelve (12) months per year (2080 hours). Full time employees shall be afforded vacation with pay computed at their current rates in effect at the time vacation is taken on the following schedule:
 - 1) Less than five (5) years of service - two (2) weeks vacation time (Pro-rated for employees hired after school begins).
 - 2) Five (5) through twelve (12) years of service - three (3) weeks' vacation time,
 - 3) Thirteen (13) years of service or more - four (4) weeks of vacation (with Superintendent's concurrence).
- b. In most cases, full vacations will not be taken during the school year. Exceptions must be arranged with the Superintendent.
- c. All twelve (12) month employees shall make a written request for vacation time to the Superintendent by May 1. The Superintendent shall establish a vacation schedule by the last day of school. Vacations for twelve month employees will be taken during winter break; in-service days; spring break; the third and fourth weeks of June; all of the month of July and the first and second weeks of August. June, July and August vacations will be taken in workweek blocks of time only. Employees having more

than two weeks of vacation will not take more than two weeks at a time. Exceptions to this will be at the discretion of the Superintendent.

- d. Unused vacation time may not be carried beyond two (2) years.
- e. Any person leaving employment in a timely manner (at least two weeks notice) is entitled to vacation time to be paid at the regular rate for the balance of accumulated vacation. Employees leaving without timely notice (at least two weeks prior to the last day) lose such vacation pay benefits and forfeit them to the District as liquidated damages.
- f. If a paid holiday occurs while an employee is on vacation such employee shall receive an additional day of vacation with pay.
- g. If an employee is called back from vacation, he shall receive the overtime rate of pay or all hours worked and shall be given the remainder of his vacation with pay at a late date.

SECTION 2. HOLIDAYS: All regular employees shall receive pay for holidays not worked by them, based upon the hours of work usually performed by them and upon their classification rate. If a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday shall be observed as the holiday except when school is held on Friday or Monday. All employees shall receive pay for holidays, which fall within the school year when school is in session. The following shall be observed as legal holidays:

New Year's Day	Martin Luther King's Birthday	President's Day
Memorial Day	July 4th (12-month employees)	Labor Day
Veteran's Day	Thanksgiving	Christmas Day
Day after Thanksgiving	Christmas Eve Day	New Year Eve
Day Any Newly Declared State Holiday		

Holidays worked shall be paid at the overtime rate for all hours worked in addition to holiday pay.

SECTION 3. SICK LEAVE: All regular employees shall be entitled to sick leave pay based upon the hours of work usually performed by them at their classification rate upon completion of their probationary period.

Sick leave shall accrue at the rate often (10) days per year, with maximum accrual of one hundred eighty (180) days.

A statement from a physician may be requested after the third day of leave.

All regular employees shall be allowed to use the employee's accrued sick leave to care for family members with a health condition that requires treatment or supervision. A statement from

a physician attending the family member may be requested after the third day of leave.

Two (2) additional paid sick leave days for twelve (12) month employees to be accrued at one day per month of employment, or twelve (12) days per year. Nine (9) month employees will continue to accrue ten (10) sick leave days per year. Ten (10) month employees shall accrue eleven (11) sick leave days per year.

If a holiday falls while an employee is on sick leave he shall not be charged with sick leave, but shall receive holiday pay.

Doctor and/or dental appointment time will be subtracted from an employee's accrued sick leave. Actual time in nearest whole hours will be subtracted, with a minimum of one (1) hour. Employee appointments are to be made outside of the regular workday whenever possible.

Nine and ten month employees contemplating long hospitalization or recuperation because of elective operations (twenty (20) days or more continuous use of sick leave) shall schedule such occurrences during vacation time or summer time.

SECTION 4. INDUSTRIAL ACCIDENT: 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 employer will pay such disabled employee, out of his accumulated sick leave, an allowance equal to the difference between the state Workman's Compensation Benefits and the employee's straight-time gross pay, less statutory deductions, beginning at the time of disability and continuing until the accumulated sick leave entitlement is completely expended. If the employee is still disabled after his sick leave allowance is expended, the employee will revert to only the pay coverage afforded by the State Workman's Compensation Insurance.

In order to receive benefits under this section, employees may be required, at the discretion of the employer, to submit evidence in writing from a duly licensed medical examiner, that, in the opinion of the examiner, the employee was physically unable to return to work on the day for which the benefits are claimed.

SECTION 5. BEREAVEMENT LEAVE: The employer may authorize a leave without loss of pay for not more than a total of five (5) days for each occasion for personal bereavement occasioned by the actual or imminent death of an immediate family member. Immediate family members are spouse, children, mother, father, legal guardian, sister, brother, grandmother, grandfather, father-in-law, mother-in-law, or grandchild.

SECTION 6. LEAVE OF ABSENCE: Upon approval of the employer, any employee elected or appointed to office in the Union, may be granted release time to devote to the discharge of his 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 Superintendent.

Employees who have completed two (2) years of service may be granted a leave of absence for a specified period of illness, education, Service in the Armed Forces or for special family needs.

Normally a leave of absence will not exceed a period of nine (9) months except in the case of extended military leave of absence.

Benefits accrued at the time the leave of absence begins shall be retained by the employee, but will not further accrue during the leave of absence.

After two (2) years of service to the district, a male or female employee shall be allowed up to nine months of unpaid leave for the purpose of child rearing for a natural or adopted child. An employee returning from such leave shall be placed in his/her position last held, or in a similar position in the district.

All requests for leave of absence shall be in writing and presented to the Superintendent at least one month in advance of the leave date. Extensions may be granted at the discretion of the employer. In very unusual circumstances or for an extreme emergency, a leave of absence may be granted for a limited period of time for other reasons in addition to illness, education or service in the Armed Forces. In every case for a leave of absence, the request must be made in writing, and submitted to the Superintendent as far in advance of the leave date as is practical. However, the decision to approve or disapprove a leave of absence will be at the sole discretion of the employer, who will look at the staffing needs of the district at the requested time of the leave of absence. The Union and the Employer recognize that the staffing needs of the district necessarily come first and that the employer may not be able to grant a leave of absence if it would result in the district being inadequately staffed.

SECTION 7. MATERNITY DISABILITY LEAVE: Maternity Disability Leave with pay is available for natural birth of a child and shall be for the period of the actual disability related to pregnancy or childbirth.

An employee requesting maternity leave should give written notice to the district at least thirty (30) days prior to the commencement of such 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 employer of the specific day of return to work. The employee and her doctor will determine when the beginning and end of the leave will occur and shall be for the period of the actual disability attributable to pregnancy or childbirth.

In the event sick leave has been exhausted, the employee shall be granted a leave of absence without pay under the Leave of Absence provision and the Family Medical Leave Act.

An employee returning from maternity leave shall be assigned to her previous position.

SECTION 8. PERSONAL LEAVE: All employees shall have up to two (2) Personal Leave days with pay per year. Employees may rollover to the following year, one (1) year's worth of unused personal leave days. Personal Leave days are to be used for personal, business, household, or family matters that cannot be taken care of outside of work hours subject to the

following restrictions

- a. A three (3) day notice will be given if possible. A Classified Staff Personal Leave request form must be filed with the immediate supervisor prior to leaves being taken.
- b. No personal leave will be granted on the day preceding or following a holiday or vacation period unless for extenuating circumstances with approval by the Superintendent.

SECTION 9. JURY DUTY: All classified employees shall be paid for jury duty at the rate of their regular pay minus jury duty payment not including travel allowance.

SECTION 10. MEDICAL - DENTAL INSURANCE PREMIUMS: The district shall contribute towards the payment of insurance premiums for district approved insurance programs at the state-funded rate per FTE employee. All district contributions shall be placed in a premium payment pool that shall cover all SEIU members.

Dental insurance premiums will be deducted first. ***The District agrees to fund the Medical allotment for SEIU employees ~~minus the carve out~~. In addition, the District agrees to fund \$12.10 per month toward the carve out for SEIU members on an FTE basis.***

The balance of the money in the pool will be divided on an FTE basis.

The pool will be calculated once annually, on or about September 10 of each year. Any employee starting employment or enrolling in an approved insurance program after September 10th of each year shall not be considered members of the insurance pool and will only be allowed the district contribution equal to the amount generated by the employee. Any changes in status of an employee after September 10 shall be handled outside of the pool.

For insurance purposes only, 1440 hours will be considered a full-time equivalent employee. Employees working less than 1440 hours per year will be pro-rated. No employees will be considered more than one (1) FTE.

The district approved insurance plans are Blue Cross, and Washington Dental Service.

SECTION 11. LEAVE SHARING: Consistent with RCW 28A.400.380 and WAC 396126, a leave-sharing program is established as follows:

A district employee is eligible to receive donated leave if:

- a. The staff member suffers from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused, or is likely to cause, the staff member to:
 - 1) Go on leave without pay status; or
 - 2) Terminate his/her employment

- b. The staff member's absence and use of shared leave are justified;
- c. The staff member has depleted, or will shortly deplete, his/her annual leave and sick leave reserve;
- d. The staff member has diligently pursued and found to be ineligible to receive industrial insurance benefits.

Any employee who wishes to receive leave under this provision shall submit a request in writing to the personnel office. The employee shall submit, prior to leave sharing approval, documentation from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

Employees meeting the criteria indicated above shall be eligible for leave sharing. A staff member shall not receive more leave than the number of normal workdays remaining in the current school year.

SECTION 12. CONVERSION OF SICK LEAVE:

A. Conversion or sick leave upon retirement or death. WAC 392-136-020

(1) Eligible employees: Upon separation from employment the following employees may personally, or through their estate in the event of death, elect to convert all eligible, accumulated, unused sick leave to monetary compensation as provided in this section:

- (a) Eligible educational service district employees are those who terminate employment with the educational service district due to either retirement or death.
- (b) Eligible school district employees are those who qualify under an attendance incentive program established by the school district board of directors pursuant to WAC 391-136-065 and who:
 - (i) Separate from employment with the school district due to death or retirement; or
 - (ii) After June 7, 2000 separate from employment with the school district and are at least age fifty-five and:
 - (A) Have at least ten years service under teachers' retirement plan 3 as defined in RCW 41.32.010(40), or under the Washington school employees' retirement system plan 3 as defined in RCW 41.35.010(31); or
 - (B) Have at least fifteen years of service under teachers' retirement system plan 2 as defined in RCW 41.32.010(39), under Washington school employees' retirement system plan 2 as defined in RCW 41.35.010(30), or under public employees' retirement system plan 2 as defined in RCW 41.40.010(34).
- (c) In order to receive reimbursement for unused sick leave, by virtue of retirement pursuant to subsection (1) (a) or (1)(b)(i) of this section the employee must have separated from such employment and have been granted a retirement allowance under the laws governing the teachers' retirement system, the public employees' retirement system, or the school employees' retirement system whichever applies; however, it is not necessary that the employee actually file for retirement prior to the date of his or her separation so long as the application is thereafter filed within a reasonable period of time and without the occurrence of any intervening covered employment.

(2) Eligible sick leave days: A maximum of one hundred eighty days may be converted to monetary compensation pursuant to this section. Eligible days include all unused sick leave days that have been accumulated by an eligible employee at a rate of accumulation no greater than one full day per month of employment as provided by the leave policies of the district(s) of employment (a maximum of twelve days per year), less sick leave days previously converted pursuant to WAC 392-136-015 and those credited as service rendered for retirement purposes.

B. Annual conversion of accumulated sick leave. WAC 392-136-015

(1) Commencing in January 1981, and each January thereafter, each eligible, current employee of a school district and educational service district may elect to convert excess sick leave to monetary compensation as provided in this section.

(2) Eligible employees, excess sick leave and the conversion of excess sick leave to monetary compensation shall be determined as follows:

(a) Eligible employees: In order to be eligible to convert excess sick leave days to monetary compensation, an employee:

(i) Shall be an employee of an educational service district or an employee of a school district that has adopted an attendance incentive program covering such employee pursuant to WAC 392-136-065;

(ii) Shall have accumulated in excess of sixty full days of unused sick leave at a rate of accumulation no greater than one full day per month (a maximum of twelve days per year) as of the end of the previous calendar year; and

(iii) Shall provide written notice to his or her employer during the month of January of his or her intent to convert excess sick leave days to monetary compensation.

(b) Excess sick leave: The number of sick leave days which an eligible employee may convert shall be determined by:

(i) Taking the number of sick leave days in excess of sixty full days that were accumulated by the employee during the previous calendar year at a rate of accumulation no greater than one full day per month of employment as provided by the leave policies of the district(s) of employment (a maximum of twelve days per year); and

(ii) Subtracting there from the number of sick leave days used by the employee during the previous calendar year. The remainder, if positive, shall constitute the number of sick leave days, which may be converted to monetary compensation.

(c) Rate of conversion: Sick leave days that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five percent of an employee's current, full-time daily rate of compensation for each full day of eligible sick leave. Partial days of eligible sick leave shall be converted on a pro rata basis.

(3) All sick leave days converted pursuant to this section shall be deducted from an employee's accumulated sick leave balance.

(4) Compensation received pursuant to this section shall not be included for the purpose of

computing a retirement allowance under any public retirement system in this state.

C. Conversion of sick leave upon retirement or death for postretirement medical benefits.

WAC 392-136-025 School districts and educational service districts may, in lieu of monetary compensation, as provided for in **WAC 392-136-020**, make payment to an organization for postretirement medical benefits when each of the following conditions have been met:

(1) The organization is authorized under law to engage in the receipt and management of moneys for postretirement medical benefits; and

(2) The organization and the employee have furnished a signed statement holding the school district or educational service district harmless for any loss, liability, or damages that may occur arising from making the payment to the organization for postretirement medical benefits.

Moneys paid under this section for postretirement medical benefits shall not be included for the purpose of computing a retirement allowance under any public retirement system in this state.

SECTION 13. EQUIPMENT - TOOLS: The cost of any safety equipment or specific tools required to perform a task shall be paid by the employer.

SECTION 14. SCHOOL YEAR CALENDAR VOTE: Up and until March 1 of each calendar year, The District shall accept from the Union two proposed school calendars. These calendars shall be included for the District-wide staff voting. [Revised September 06: See attached Letter and Perpetual Calendar]

ARTICLE XIII: NO REDUCTION IN BENEFITS, SUBCONTRACTING, ACCRETION

Nothing shall be construed to lower any present working conditions, wages, or privileges now enjoyed by any employee; except those that have been directly modified in this agreement by deleting a position, adding a position or changing the wages, benefits or working conditions.

WORK PRESERVATION: The employer agrees to notify the Union thirty (30) days prior to subcontracting any work under the classifications covered by this agreement. It is agreed that whenever any employees not mentioned in the classifications herein, but coming under the jurisdiction of the Service Employees International Union, Local #925, elect that the Union represent them, that within five (5) working days 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 the agreement by attaching such wages, hours and working conditions as a supplement to this agreement.

ARTICLE XIV: STATE WAGE CLAUSE

The Winlock School District will claim and make available to each classified employee such funds as may be allocated by the State Superintendent of Public Instruction that may result in a wage increase or benefit during the life of this agreement.

~~Any general wage increase shall also be added to extra-curricular trip pay.~~

ARTICLE XV: DISCIPLINE AND DISCHARGE

SECTION 1. The employer may discharge or suspend any employee for just cause. The employer will follow a policy of progressive discipline. In cases where the severity of the employee's actions or the gravity of the problem warrants a different mode of discipline, the employer, at its discretion, may waive the progressive discipline procedure. The progressive discipline will be consistent with arbitration of the Enterprise Wire Co. and Enterprise Independent Union, 1966. (see Exhibit # F, Just Cause)

SECTION 2. At any time the employer issues a written warning notice, the report will be discussed personally with the employee prior to its being filed in his personnel record, and a copy sent to the Union.

SECTION 3. In all cases where the employer considers the employee's conduct to warrant a disciplinary action (dismissal, suspension, reprimand), the employee will be afforded the opportunity to have the Shop Steward, or another employee in attendance. Reprimand, for the purposes of the provision, means to reprove severely, to reprehend or to chide for a fault.

SECTION 4. An employee may submit a written request to the Superintendent at any time to ask for the removal of written discipline from his/her file.

ARTICLE XVI: GRIEVANCE PROCEDURE

SECTION 1. The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of differences. Only matters involving the interpretation, application, or enforcement of the terms of this agreement, excluding management rights, shall constitute a grievance under the provisions of this grievance procedure.

SECTION 2. A grievance may be brought under this procedure by one or more aggrieved employees, with or without a Union representative, or by the Union as a class grievance, or by the District. Union class grievances shall be initially submitted at Step 3 herein below.

SECTION 3. The aggrieved employee shall bring his grievance to his immediate supervisor at Step 1 below, within ten (10) working days of its occurrence; or if at the time the employee is unaware of the grievance, within fifteen (15) days of his knowledge. of its occurrence. A grievance not brought within the time limits prescribed for each step thereafter, shall not be considered timely and shall be null and void.

A grievance not responded to within the time limits prescribed by the appropriate district representative at each step shall entitle the aggrieved employee's grievance to proceed to the next step. Time limits prescribed herein may be waived by mutual agreement in writing, by the aggrieved employee, or the union in a class grievance, and the appropriate representative at each step.

SECTION 4. STEPS

STEP 1: The aggrieved employee shall meet with his immediate supervisor within the prescribed time limits, and orally discuss the grievance. The immediate supervisor shall make a decision and orally communicate this decision to the aggrieved employee within five (5) working days from the initial presentation of the grievance. Every effort shall be made by the employee and the immediate supervisor to resolve the grievance at this level.

STEP 2: If the grievance is not resolved at Step 1, the aggrieved employee shall submit a written grievance to his immediate supervisor within five (5) working days following the supervisor's oral response. (see Grievance Form Exhibit D) This written grievance at this step and at all steps thereafter shall contain the following information:

- a. A statement of the grievance and facts upon which it is based;
- b. The article(s) and section(s) of the agreement alleged to have been violated;
- c. The manner in which the provision is purported to have been violated, misapplied or misinterpreted;
- d. The date or dates on which the alleged violation, misinterpretation or misapplication occurred;
- e. The specific remedy or adjustment sought;
- f. The signature of the aggrieved employee.

The immediate supervisor shall respond in writing to this grievance within five (5) working days of its receipt. The written response at this step and the district's responses at all steps thereafter shall contain the following information:

- a. An affirmation or denial of the facts upon which the grievance is based;

- b. An analysis of the alleged violation of the grievance;
- c. The remedy or adjustment, if any, to be made; and
- d. The signature of the appropriate district representative.

STEP 3: If the grievance is not resolved at Step 2, the aggrieved employee shall submit a written grievance to the Superintendent within five (5) working days following the receipt of the immediate Supervisor's response. The Superintendent shall respond in writing to this grievance within ten (10) working days of its receipt.

STEP 4: If the grievance is not resolved at Step 3, the aggrieved employee shall submit a written grievance to the Winlock School Board of Directors within five (5) working days following the Superintendent's written response. The Board shall respond to the grievance within fifteen (15) days of its receipt. The requirements of Steps 2 and 3 of the written grievances and responses shall not preclude the aggrieved employee and the appropriate district representative from orally discussing and resolving the grievance.

STEP 5: If the grievance has not been resolved at Step 4, the aggrieved employee or district may refer the dispute to final and binding arbitration. Where the Union is representing the employee it shall retain the right to continue such representation at this Step. The aggrieved employee shall notify the district in writing, of submission to arbitration within five (5) working days after receipt of the Board's written response to Step 4.

Within five (5) working days the aggrieved employee and the district shall mutually agree upon an arbitrator pursuant to Chapter 41.59 RCW. If the parties fail to agree, a list of seven (7) qualified neutrals shall be requested from the American Arbitration Association (AAA) of the Federal Mediation and Conciliation Service (FMSC). Within five (5) working days after receipt of the list, the aggrieved employee and the District shall alternately strike the names on the list, and the remaining name shall be the arbitrator. In the hearing on the grievance, normal standards for the admission of evidence in administrative hearings shall apply.

The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this agreement in arriving at a decision on the issue or issues presented, and shall confine his decision solely to the matters specified on the grievance form. The arbitrator shall confine himself to the precise issues submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him. The decision of the arbitrator shall be final and binding upon the aggrieved employee and the district subject to judicial review.

The district and the aggrieved employee shall share equally the arbitration fees and expenses.

SECTION 5: The District and the Union agree that every effort shall be made to settle grievances at the lowest level possible.

ARTICLE XVII: MASCULINE INCLUDES FEMININE

Whenever in this agreement, the masculine gender is used, it shall be deemed to include the feminine gender.

ARTICLE XVIII: DRESS CODE

All employees shall dress appropriately for their position.

ARTICLE XIX: JOB DESCRIPTIONS

SECTION 1. Job descriptions will be furnished, as part of the contract for all classifications in the bargaining unit.

SECTION 2. The District and the Union shall establish a process for the updating of job descriptions every two (2) years that includes the input from individuals within those positions.

ARTICLE XX: STAFF DEVELOPMENT

The District and the Union, recognize apprentice certifications per the state Labor and Industries voluntary classified school apprenticeship program.

ARTICLE XXI - SAFETY COMMITTEE

Each building Safety Committee shall include at least one (1) classified employee on its committee. Safety Committee minutes shall be copied and provided for posting on each building's bulletin board.

ARTICLE XXII: SAVINGS, MODIFICATION CLAUSES

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

No provision or term of this agreement may be amended, modified, changed, altered, or waived except by written document executed by the parties hereto.

ARTICLE XXII: APPRENTICESHIP

The District and the Union recognize apprentices per the State L &J Voluntary Classified School Apprenticeship Program.

ARTICLE XXIV: DURATION OF THE AGREEMENT

This agreement shall remain in full force and effect from September 1, 2006 through August 31, 2006. The Union and/or District may request, in writing, this agreement to be opened for negotiations on or before April 15.

WINLOCK SCHOOL DISTRICT

SERVICE EMPLOYEES
LOCAL 925

EXHIBIT E

What Does: "Just Cause" Mean?

The concept of "just cause" (mentioned in Article XV, Discipline) requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators have articulated many definitions and explanations of "just cause" over the years, including, but not limited to the following tests:

1. Did the employer give the employee forewarning or foreknowledge of the possible or probably disciplinary consequences of the employee's conduct?
2. Was the employer's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?
3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the employer's investigation conducted fairly and objectively?
5. At the investigation, did the 'judge' obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree of discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b)
8. the record of the employee in his or her service with the employer?

EXHIBIT B
NOTIFICATION OF CHANGES IN EMPLOYMENT STATUS

New Hires, Terminations, layoffs, resignations, promotions, etc.

TO: SEIU Local 925

FROM: Winlock School District

RE: Changes in Employment Status

DATE: _____

This is to advise you of employees with changed status and the change that has occurred (hired, promoted, terminated, resigned, etc)

Name	Former status	Change
_____	_____	_____
_____	_____	_____
_____	_____	_____

Additional Notes:

[Put all exhibits and attachments here list is for tracking these]

Exhibits

Exhibit A: Wage Scales

Exhibit B: New Member Form

Exhibit C: Notification of new hires, terminations, promotions, job change
Form

Exhibit D: Grievance Form

Exhibit E: Just Cause

Exhibit F: Perpetual Calendar

ATTACHMENTS:

Job Descriptions

Seniority List

Letters of Agreement

For the Purpose of understanding Wages, 7/24/06

Amendment to Driver Rotation Trip Board roster, school breaks
3/14/07

Perpetual Calendar Agreed