

**La Center SEIU Local 925
And La Center School District
Negotiations 2009**

**Tentative Agreement
July 20, 2009**

For Ratification Vote, Thursday September 10, 2009

Your Bargaining Team recommends ratification of these Contract Amendments as reached in Negotiations:

1. Contract Duration

Amended Article 19, Term of Agreement

This Agreement shall be effective as of the first day of September **2009**, and except as otherwise provided, shall be in full force and effect until the 31st day of August, **2012**, ~~with an opener for wages and benefits in year two.~~ *with an opener for one (1) wage proposal and one (1) benefit proposal at the end of year two.* The Agreement shall be reopened no later than the first week of April **2011 for the opener and 2012**, for a successor contract.

2. Wages

[Agreed Wage Sheet goes in the Contract as Schedule A. See attached]

Amended Article 13, Wages

New Section: Annual Wages Increase to State SIRS data.

The wage scale for the 2009 – 2010 school year includes increases to SIRS data as similarly implemented the past 3 years.

With the start of each school year, the District plans, as per the last several years, to increase wages in amounts based on the median or mean whichever is greater for positions tracked in the SIRS data for schools of similar size and figured in the same manner as the past several years.

In the event the District determines it is unable to provide these increases, such as a budget crisis, a levy failure or a change to a larger school size for comparisons, the District shall notify the Union and arrange to meet with the Union for review.

Prior to implementation of any annual increases the District shall provide the Union with the current SIRS data and the new wage sheet. Should the Union have any concerns, such as questions about the data figures, it shall be provided the opportunity to meet with the District for review and discussion.

3. Bereavement

Amended Article 14 Benefits

Section 6 A.

Two days may be granted with pay for bereavement of a relative with prior approval from the superintendent. Three (3) days shall be granted in cases involving bereavement of the immediate family of father, mother, wife, husband, grandparents, ~~father in law, mother in law,~~ **parents-in-law**, or children, **grandchildren, siblings and significant other**. Such leave is noncumulative.

4. Emergency Leave Union Proposal --Dropped July 15

5. Union Withdrew Proposal on 11 month vacations, working on it in Partnership.

6. Personal Leave - Union Dropped 7-15

7. Comp Time

Article 12 Hours and Overtime, New Section

At the District's discretion, a supervisor may grant compensatory time off in lieu of pay. The employer shall work with the employee in good faith to schedule the approved time off. Compensatory time for hours in excess of 8 hours in one day or 40 hours in a week, whichever is applicable (ref article 12 sections 1, 2 and 13) shall be compensated as overtime. Accumulated comp time shall be cashed-out at the end of the fiscal year.

Section 6. Call Back and Inclement Weather.

If an employee is called out on his day off, or is called back or is otherwise required to work after having checked out and left the premises, he shall be paid at the overtime rate for all hours worked on such call back, or for a minimum of two (2) hours, at straight-time rate, whichever is greater.

In the case of inclement weather an employee may use vacation time, or personal leave time, or leave without pay **or comp time**.

8. Layoff and Recall

Amended Article 11: Seniority

Section 6. Layoff and Recall. In the event the employer determines that the work force must be reduced, employees will be selected for layoff in reverse order of seniority within the classifications of eliminated positions.

When considering such layoffs, the District shall meet with the union in a timely manner. The District provides the union with the layoff list of employees as soon as possible. Notification to employees is by the District.

Employees who are being laid off within their classifications and who have worked successfully in another classification, or who ~~have the qualifications~~ **can demonstrate the necessary skills and abilities** to work in another classification, may “bump” into the lower classification. An employee desiring to bump into a lower-paying classification may do so provided he/she **can demonstrate** has the necessary ~~qualifications~~ **skills and abilities** and has greater district seniority than the employee being bumped. **An employee who bumps into a different job classification shall have a 30 calendar day qualifying trial period to demonstrate a satisfactory job performance.** An employee who bumps into a different job classification will be placed on probationary status under the provisions of Article 11, Section 3, except that he/she will receive 100% of the wage stipulated for that classification.

After 30 days if the District determines the employee’s performance to be unsuccessful in that position, the employee is placed on layoff and where timelines allow, is placed on the layoff list for possible recall to other positions.

Employees bumped into new positions shall receive 100% of the wage stipulated wages for that classification.

Laid off employees are placed on a District recall list for eighteen (18) months. It shall be the responsibility of the employees laid off to keep the district advised of their current address. A laid-off employee must return to work within fourteen (14) calendar days after receipt of written notice from the district that a job is available.

While on the layoff list, employees who formerly worked more than 4 hours may refuse a call back (1) time to a position of four (4) hours or more and may refuse a call back anytime to a position of less than four (4) hours. Employees who formerly worked four (4) hours or less may refuse a call back offer only one (1) time

9. Tie Break

Amended Article 11 New Section

New Section (#8.) Seniority Tie Break.

When employees have equal seniority, a drawing of straws will decide the seniority.

10. Discipline, Discharge

Amended Article 15: Discipline and Discharge

Section 1. Employees shall be subject to discipline and discharge by the employer for just cause. **The Employer will follow a policy of progressive discipline, which shall include in order: one (1) verbal warning, one (1) written warning, one (1) suspension without pay not to exceed three (3) work days, and finally termination, provided that in cases where the severity of the Employee’s actions or the gravity of the problem warrants a different mode of discipline, the Employer may skip steps in the progression.**

Section 2. At the time the employer issues a written discipline memorandum it will be discussed personally with the employee prior to it being filed in his/her personnel record, and at the option of the employee sent to the union.

Section 3. *While an employee is under investigation and on administrative leave, salary and employee benefits will be provided by the District.*

Section 4. *An employee may bring a union representative to any meeting on discipline or may ask for a union representative in any discussion with management that becomes investigatory, that is, could lead to discipline or termination or impact the employee's working conditions.*

In the event the Supervisor is calling a meeting to take disciplinary action requiring more than a verbal warning, the employee will be provided 2 days prior notice.

11. Evaluations and Performance -- Letter of Agreement

For the purpose of providing assistance to employees in evaluations and performance matters, as referred from negotiations, the District and the Union agree to discuss and reach resolution where possible on the practices and procedures of Evaluations and Performance, including the following:

- *Plans of assistance, such as 30 days for the opportunity to show improvement under direction*
- *Written notification of performance failure for employees outlining areas for improvement*
- *The re-evaluation process at the end of a plan of assistance*

12. Grievance Procedure

Amend Article 16: Grievance Procedure

Section 1. The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. 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, 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 4 herein below.

Section 3. The aggrieved employee shall bring his grievance to his immediate supervisor at Step 1 below, within five (5) working days of its occurrence; or if at the time the employee is unaware of the grievance, within five (5) days of his knowledge of its occurrence. A grievance not submitted within the time limit prescribed in Step 1, or submitted within the time limits prescribed for every 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 following 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, on a form attached hereto and marked "Exhibit E," to his immediate supervisor within five (5) working days following the supervisor's oral response. The written grievance at this step and at all steps thereafter shall contain the following information:

- A. A statement of the grievance and the 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, misinterpreted, or misapplied.
- 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 steps:

- 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.

D. The signature of the appropriate district representative.

Step 3. ~~If the grievance is not resolved at Step 2, the aggrieved employee~~ ***Should the employee and the Union find the written decision (Step 2) is not satisfactory, within five (5) working days the grievance may be presented in writing to the Superintendent or his/her representative.*** ~~shall submit a written grievance to the superintendent within five (5) working days following a receipt of the immediate supervisor's written 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~~ ***Should the employee and the Union agree that the written decision (Step 3) is not satisfactory, within five (5) working days of the receipt of the decision, the grievance may be*** ~~shall submit a written grievance~~ ***submitted in writing*** to the La Center School Board of Directors ~~within five (5) working days following the superintendent's written response. The board shall respond to this grievance within five (5) working days following the next regularly-scheduled board meeting. The requirements of Steps 2 and 3 for written grievances and responses shall not preclude the aggrieved employee~~ ***with the Union*** ~~from discussing and resolving the grievance with the District representative. and the district representative from orally discussing and resolving the grievance.~~

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

Within five (5) working days the ~~aggrieved employee~~ ***the Union*** and the district shall mutually agree upon an arbitrator pursuant to Chapter 41.56 RCW. If the parties fail to agree, a list of seven (7) qualified neutrals shall be requested from the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS).

Within five (5) working days after receipt of the list, the ~~aggrieved employee~~ ***Union*** 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 interpretation, application or enforcement of this Agreement. 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 appropriate judicial review.

The district and the union shall share equally in 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.

13. **Housekeeping:** 1) Prior to Printing, review and sign off on correct Exhibit numbers and correct exhibit numbers referenced in contract referenced sections 2) Change “his” and he to both genders, his/hers; he/she, etc.

