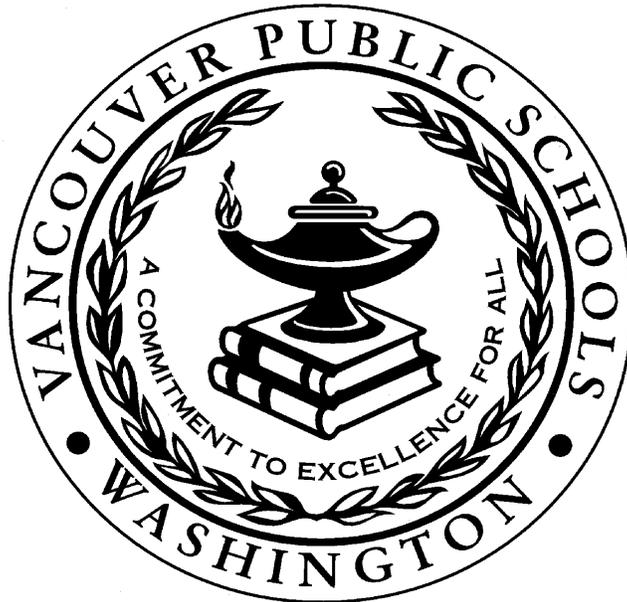


**COLLECTIVE  
BARGAINING AGREEMENT**



**BETWEEN**

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

**AND**

**VANCOUVER SCHOOL DISTRICT #37**

**2015-2019**

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VANCOUVER SCHOOL DISTRICT #37

AND

SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 925

PREAMBLE

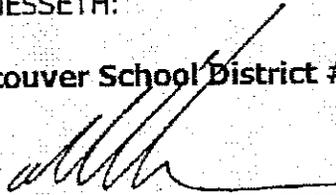
This agreement is made and entered into by and between the Board of Directors of Vancouver School District #37, County of Clark, Vancouver, Washington, and the Service Employees' International Union, Local 925.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 1<sup>st</sup> day of September 2015.

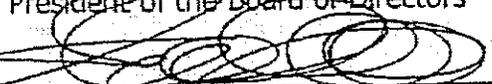
All provisions of this Agreement will be in full force and effect from September 1, 2015 to, and including, August 31, 2019.

WITNESSETH:

**Vancouver School District #37**



Mark Stoker  
President of the Board of Directors

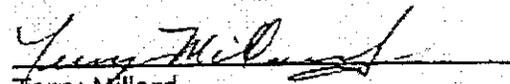


Steven Webb, Ed.D.  
Secretary to the Board of Directors

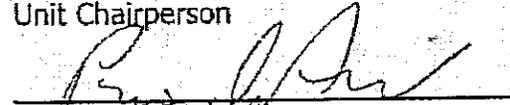


Darcy Rourke  
Executive Director of Human Resources

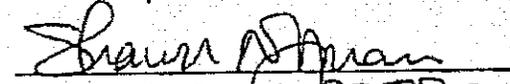
**Service Employees' International  
Union, Local 925**



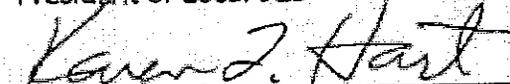
Terry Millard  
Unit Chairperson



Phillip Akerill  
Vice Chairperson



Karen Hart *SEIU Local 925 Representative*  
President of Local 925



Karen Hart  
President of Local 925

## TABLE OF CONTENTS

### PREAMBLE

### LETTER OF AGREEMENT

<b>ARTICLE I</b>	<b>RIGHTS AND OBLIGATIONS OF THE EMPLOYEE</b>	<b>PAGE</b>
Section 1	Bargaining Agency	1
Section 2	Bargaining	1
Section 3	Administration and Interpretation of Agreement	1
Section 4	Definition of Days	1
Section 5	Maintenance of Agreement	1
Section 6	Union Representation	1
Section 7	Payroll Deduction	1
Section 8	Political Deductions	2
Section 9	Union Membership	2
Section 10	Intent to Terminate	2
Section 11	Laws and Regulations	3
Section 12	Personnel File	3
Section 13	Evaluation and Appeal	3
Section 14	Discipline	4
Section 15	Employee Protection	5
Section 16	Personal Property Damage and Loss	5
Section 17	Liability Insurance	6
Section 18	Professional Development	6
Section 19	School Year Employee Training Day	8
<b>ARTICLE II</b>	<b>RIGHTS OF THE UNION</b>	<b>8</b>
<b>ARTICLE III</b>	<b>RIGHTS OF THE EMPLOYER</b>	<b>9</b>
<b>ARTICLE IV</b>	<b>LABOR/MANAGEMENT COMMITTEE</b>	<b>9</b>
<b>ARTICLE V</b>	<b>WORK SCHEDULES</b>	
Section 1	Work Day and Work Week	10
Section 2	Overtime and Compensatory Time	10
Section 3	Minimum Work Time	11
Section 4	Split Shift	11
Section 5	Working in More than One Building	11
Section 6	Absence and Return	11
Section 7	Summer Employment	12
<b>ARTICLE VI</b>	<b>SENIORITY – VACANCIES – LAYOFF – RECALL</b>	
Section 1	Carryover of Seniority	12
Section 2	Positions and Assignments Defined	13
Section 3	Vacancies	14
Section 4	Probation Period	16
Section 5	New Jobs and Job Descriptions	17
Section 6	Notification of Layoff and Recall	17

## TABLE OF CONTENTS

### **ARTICLE VII GRIEVANCE PROCEDURE**

Section 1	Definition	18
Section 2	Steps	18
Section 3	Untimely Appeal	20
Section 4	Failure to Respond Timely	20
Section 5	No Reprisals	20

### **ARTICLE VIII BENEFITS**

Section 1	Definition Full-Time and Part-Time Employment	20
Section 2	Vacation	20
Section 3	Holidays	22
Section 4	Compensated Leave	23
Section 5	VEBA Conversion	28
Section 6	Family Medical Leave Act (FMLA)	29
Section 7	Health Benefits and Eligibility	30
Section 8	Bereavement	30
Section 9	Jury Summons	31
Section 10	Maternity Leave	31
Section 11	Paternity Leave	31
Section 12	Adoption Leave	32
Section 13	Subpoena Leave	32
Section 14	Leave for Local, State or National Appointments	32
Section 15	Military Reserve or National Guard Active Training Duty	32
Section 16	Personal Leave	33
Section 17	Incentive Leave	34
Section 18	Attendance Incentive Program: Sick Leave Buy Back	35
Section 19	Uncompensated Leave	36

### **ARTICLE IX WAGES**

Section 1	Wage Scales	37
Section 2	Pay for Replacement	38
Section 3	Community Use of Buildings	38
Section 4	Payroll Statements and Payment of Wages	38

### **ARTICLE X UNIQUE WORKING SITUATIONS TO INDIVIDUAL DEPARTMENTS**

Section 1	Transportation	39
Section 2	Maintenance and Operations, and Warehouse	44
Section 3	District Resource Officer	46
Section 4	Nutrition Services	47

### **ARTICLE XI WAIVER CLAUSE** 49

### **ARTICLE XII WORKING AGREEMENT** 49

## **ARTICLE I: RIGHTS AND OBLIGATIONS OF THE EMPLOYEE**

### **Article I, Section 1 – Bargaining Agency**

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**

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

### **Article I, Section 3 – Administration and 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**

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**

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**

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) 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 this Agreement by attaching such wages, hours, and working conditions as a supplement to the Agreement.

### **Article I, Section 7 – Payroll Deduction**

1. The Union will forward to the payroll department, in a timely manner, the appropriate forms authorizing union related payroll deductions. Upon receipt of such forms, the District will deduct from the employee's wages and remit monthly to the Union; union dues and other union related deductions of all employees who individually certify in writing that they authorize such deductions. Each month the District shall provide the Union an Excel or other electronic format list with the first name, last name, employee id, dues deduction amount, COPE deduction amount, gross pay for the previous month, hours worked or paid in the previous month.
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**

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.

## **Article I, Section 9 – Union Membership**

1. It shall be a condition of employment that all employees of the District covered by this Agreement shall, on or after the 30<sup>th</sup> 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 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.
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.
  3. The Union shall be notified of all temporary or substitute workers within thirty (30) calendar days of the first day of employment.
  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. The District will allow the Union to meet with members of the bargaining unit, for thirty (30) minutes at the end of the District in-services or training days.
  5. The District will notify the Union, monthly of all new hiring, layoffs, status changes, and terminations of employees subject to this Agreement, together with the reason for any terminations and date of the terminations.
  6. The District will provide an electronic version of the monthly report on SEIU bargaining unit members that is currently provided by payroll in hard copy format. In addition, the District will provide the union with the District directory twice each year in an electronic format. The directory will include names, location, position, address, primary phone number and district email.

## **Article I, Section 10 – 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) 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 VIII, Section 2) and in accordance with state law.

#### **Article I, Section 11 – Laws and Regulations**

**Non-Discrimination**

The provisions of this Agreement shall be applied without regard to race, creed, color, national origin, sex, sexual orientation, age, marital status, political activity or the presence of any sensory, mental, or physical disability, or use of a trained dog guide or service animal by a disabled person 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 12 – Personnel File**

- Inspection Documents**
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.
  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.
  3. Positive material will not be removed from an employee's personnel file without the employee's prior approval.

#### **Article I, Section 13 – Evaluation and Appeal**

1. The following procedure shall be used to assist the performance evaluation of the employee:
  - (a) **Annual** 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.
  - (b) **Probation** In the event any 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) days to correct the deficiencies.
  - (c) **Timeframe** 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.
  - (d) **Content(s)** 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** (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.
- Appeal Limits** (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
- (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 and/or designee.
- (b) The superintendent and/or 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.
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.

#### **Article I, Section 14 – 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** 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 Request** 8. After six (6) months, the employee may petition by a written request to the superintendent and/or designee that such material be removed. The final decision rests with the District.

**Article I, Section 15 – 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 16 – Personal Property Damage and Loss**

- Reimbursement** 1. The District or its insurer(s) will reimburse employees whose personal property, including clothing and automobile, is lost or damaged as a result of theft or vandalism while being used for District business (mechanics tools are covered separately under Article IX). 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.
- Use of 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.
- Theft** (a) Loss or theft of cash is not covered.

- Vandalism** (b) Theft or vandalism of approved personal property must have occurred while the employee was performing assigned duties and/or 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** (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 two hundred fifty dollars (\$250).
- Reimbursement** (f) Reimbursement claims shall be filed for amounts not less than ten dollars (\$10) but not more than two hundred fifty dollars (\$250) for each loss.
- Replacement** (g) Repair and replacement costs shall be based on the most current and available estimate of current value, rates, and/or prices.
- (h) Reimbursement of employee claims that meet the requirements of this section will be paid within one accounting cycle of receipt and validation of the claim.

**Article 1, Section 17 – Liability Insurance**

The District shall make available the amount of insurance on each driver. The District will reimburse employees for damage to their personal vehicles caused by foul balls from the Fort Vancouver ball field, on a case-by-case basis. Requests will be reimbursed if the damage was caused by a District activity and the employee was on duty at the time. Other factors that will be considered are whether the vehicle was correctly parked, the nature of the damage, and the timeliness of reporting.

**Article I, Section 18 – Professional Development**

**Professional Development Reimbursement Program**

**Professional Development 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 allocates a professional development account in the amount of seventy five hundred dollars (\$7,500) annually for reimbursement of individual professional development such as workshops, conferences, college courses, and seminars. To be considered, the training must be relevant and beneficial to the District either immediately or in the future. At the end of the fiscal year, an accounting of all expenditures will be made available to the bargaining unit upon request.

### **Reimbursement levels**

Each employee may request up to two hundred fifty dollars (\$250) on a first-come, first-served basis. Employees are also eligible to be reimbursed for expenses beyond two hundred fifty dollars (\$250), but not to exceed one thousand dollars (\$1000), from residual funds. Such residual funds will be distributed proportionately after all initial claims have been processed following the end of the professional development budget year (June 30<sup>th</sup>). The formula will be a percentage based on total residual funds relative to total approved expenses beyond two hundred fifty dollars (\$250).

### **Professional Development Year Defined**

The program year for professional development is July 1 – June 30. The District will provide written notice to employees that claims for professional development completed by June 30 are to be submitted by July 10 for payment against the two hundred fifty dollars (\$250) basic and any residual amount.

### **General Provisions**

Because the Individually Designed Professional Development Program receives tax-free status, it is important that certain guidelines and restrictions are adhered to in order to maintain such status.

- i. Individuals must pay for their participation and be reimbursed after completion.
- ii. Verifications of participation must be submitted and maintained.
- iii. Individuals may only utilize funds in such a way as to receive direct benefit.
- iv. Funds cannot be donated to another individual for participation.

Applications should be submitted to the employee's supervisor at least ten (10) working days in advance of the professional development opportunity to allow for prior approval by the employee's supervisor and approval and processing by the Professional Development Department. Requests for a given professional development year, must be submitted by June 15th.

It is the individual's responsibility to contact professional development when the individual cancels a previously approved application and request to have the funds released from that application to be applied to a different application.

### **Qualifications for Reimbursement**

#### **Expenses which qualify for reimbursement and restrictions**

Registration fees, credit fees, textbooks, and materials for approved courses, workshops, conferences and seminars which are relevant and beneficial to the District either immediately or in the future.

The Union and District agree that while generally professional development opportunities should occur outside the work day there may be professional development opportunities which the District determines to be of particular value which only occur during the work day. In such case, the District will give consideration to the training request.

Reimbursements are subject to presentation of original receipts for all expenses. The claim for expenses should be submitted within ten (10) days of completion of the professional development opportunity and no later than June 30 of the present school year. The District will generally process the reimbursement no later than the financial cycle following submission of a properly completed expense claim.

Employees are responsible for all professional development expenses not approved by the District, or which exceed the approved amount (unless covered by residual funds). Final decision on funding staff training will be at the discretion of the superintendent and/or designee.

## **Article I, Section 19 –School Year Employee Training Day**

School year employees are provided one (1) additional paid training day in addition to the normal contract 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.

### **Required Certifications/Permits/Licenses Reimbursements**

The District shall pay all district required fees, certificates, health tests, and in-services needed for employees to maintain their jobs.

When the District determines that travel is necessary, employees attempting a test must use a district vehicle if taking the test during working hours. Employees will be reimbursed travel expenses and per diem incurred for up to three attempts at testing up to five hundred dollars (\$500) including the cost of the successful testing, certification, permit, and/or license and not to exceed one thousand dollars (\$1,000).

The District shall provide a report on June 30<sup>th</sup> of each year of this agreement, with the requirements that were funded, cost of each and each bargaining unit member that was provided funding for such requirements.

Required fees, certificates, health tests, and in-services shall not be considered Professional Development.

## **ARTICLE II: RIGHTS OF THE UNION**

- |                                   |  |
|-----------------------------------|--|
| <b>Activity during Work Hours</b> | 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.  |
| <b>Posting Notices</b>            | 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. |
| <b>District Facility Use</b>      | 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.   |
| <b>Union Business</b>             | 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.   |
| <b>Representation</b>             | 5. Union stewards 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.

**Released for  
Union 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: LABOR/MANAGEMENT COMMITTEE**

**Purpose**

The District and the Union endorse the goal of a constructive and cooperative relationship including resolving concerns at the lowest level. To further promote and foster such a relationship, Labor/Management Committee will be established. The purpose of the committee is to provide communication between the parties, to share information and concerns, and to promote constructive, respectful, meaningful and cooperative labor/management relations, in order to maintain a mutually beneficial relationship.

**Committees**

Either party may propose items for discussion on topics which may include, but are not limited to: administration of this Agreement, changes to applicable law, legislative updates, organizational change, improvement in systems and processes, resolving workplace and service delivery problems, quality of work life for employees, and/or more productive and efficient service delivery.

The committee will meet, discuss, exchange, and consider information of a group nature and general interest to both parties.

**A. Composition**

Committee will consist of up to four (4) employer representatives. The Union may have a SEIU staff representative and up to four (4) employee representatives. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by both parties, additional representatives may be added.

B. Chairing the Committee

Chairing the Committee shall alternate between a representative appointed by Management and a representative appointed by the Union. The representative appointed as Chair shall serve a term commencing with the close of the meeting, at which the appointment is announced and continue until the end of the next meeting. The Chair shall prepare the agenda for the meeting and distribute it to all members at least five (5) days before the scheduled meeting.

C. Participation

1. The Union will provide the Employer with the names of their committee members at least five (5) days in advance of the date of the meeting in order to facilitate the release of employees.
2. Employees attending committee meetings during their work time will have no loss in pay. Attendance at meetings during employees' non-work time will not be compensated nor considered as time worked.

D. Meetings

Committee meetings will be scheduled on mutually acceptable dates and times. Agenda items will be exchanged five (5) days in advance of the meeting date. Late agenda items may result in delaying those specific items to the next meeting, at the request of either party. Each party may keep written records. Work load will be a regular agenda item during the 2015/2016 year and for the duration of the contract, as necessary.

**ARTICLE V: WORK SCHEDULES**

**Article V, Section 1 – Work Day and Work Week**

**Work Day** Eight (8) hours shall constitute a workday and forty (40) hours shall constitute a workweek completed within five (5) consecutive days.

**Work Week** Work week is defined as Sunday through Saturday. Specialized work weeks may be necessary for those positions in which Saturday and Sunday work are part of their normal work week.

Starting time and ending 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 V, Section 2 – Overtime and Compensatory Time**

**Pre-Authorized** 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.

2. Where there are two or more employees in the same building overtime shall be equally divided if practical.

**Sunday Over-time Exception** 3. Any work performed on Sundays shall constitute overtime, and shall be paid for at the overtime rate of time and one-half. Employees, whose normal work week includes Sundays, will be paid time and one-half for work done on the day that would be the equivalent of Sunday based on their work schedule.

- Compensatory Time in Lieu of Overtime**
4. 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.
  5. 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.
- Cash Out**
6. 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 31<sup>st</sup>).
- Restricting Choice**
7. 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 V, Section 3 – Minimum Work Time**

- Call Back**
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.
  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 V, Section 4 – Split Shift**

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 V, 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 vehicle for approved local transportation. The mileage must be approved and reported monthly on appropriate vouchers to the fiscal 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 V, 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 due to illness or injury leave 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 V, 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 work, employees shall be chosen due to ability and years of successful service in summer work 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. [Forms available on the District portal or use Appendix G & H]. The District shall post summer employment jobs on the Human Resources job postings.
    - (a) 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.
    - (b) If additional help is needed on summer cleanup, part-time employees shall be given preference if qualified.
    - (c) 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**
- (d) Bus drivers wishing to drive the summer routes will sign up and will bid on said routes by seniority.
  - (e) 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.
  - (f) District Resource Officers (DRO's) shall be offered summer work, prior to the District contracting out this work, provided the hours do not constitute overtime pay.

### **ARTICLE VI: SENIORITY, VACANCIES, LAYOFF and RECALL**

#### **Article VI, 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 (Nutrition Service, District Resource Officers, Transportation, and Maintenance & Operations). New employees shall be added to the bottom of the appropriate seniority list.

3. Seniority shall be the determining factor in hiring, layoffs, and job changes when the skill and efficiency of competing employees are approximately equal.
4. Seniority shall not accrue to employees who are on leave of absence without pay in excess of twelve months.

**Seniority 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.
6. If the employee returns to his/her original classification within the probationary period, there will be no change in the individual's seniority.
7. In the case of two or more employees having identical seniority dates, the earliest application date shall be the deciding factor.

**Identical Seniority Dates**

- (a) 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 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 VI, Section 2 – Positions and Assignments 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 lasting up to 90 days which can be eliminated, merged, or substantially changed within a short period of time

**2. Assignments:**

- (a) **Regular:** Placement into a budgeted position which is considered continuing. Can be either full-time or part-time.
- (b) **Temporary:**
  - i. Placement into a budgeted position (full-time, part-time or temporary) for not less than 10 days because of short-term and/or special needs. 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.

- ii. If an employee is off work for illness, injury or some other valid reason in excess of forty-five (45) days or when the District is notified in advance of the absence, his/her position will be vacated and bid as a temporary assignment. This change does not modify existing bid procedures in Transportation. Priority will be given to current employees.
  - iii. Due to workload needs, employee absence or employee leave, the District may temporarily reassign employees to cover necessary work.
- (c) **Substitute Assignment.** Employment is on an on-call as needed basis to provide services when help is required because of the absence of an employee or to work in an assignment and is not considered continuing. Substitute assignment also refers to when an employee steps up to provide required services due to the absence of an employee for a period of less than 10 days and is not considered continuous. 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.
- (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 VI, Section 3 – Vacancies**

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

#### **Posting**

- (a) Posting of Vacancies: The District agrees that vacancies will be posted within twenty (20) days 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.
- (b) 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](http://www.vansd.org). 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.
- (c) 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 (30) 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.

**First Aid  
Responsibility**

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

An employee may choose a first aid training option outside normal work hours, if they are unable to attend a District sponsored training and have prior approval from their supervisor. 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.

**Medical  
Examinations**

- (e) 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) days of receipt by the District.

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

**Maintaining  
CDL License**

- (f) 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. 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.

**First Aid  
Certification**

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. The exercise of such discretion is not subject to grievance review.

**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.

- Reasonable Effort to Fill Positions** Permanent employees shall be reimbursed for the cost of a successful CDL test.
- (g) 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 or hours are not to be filled or the replacement process is purposefully delayed. If the position is not to be filled or hiring is purposefully delayed, the District and the Union will discuss how the position's duties will be filled and bargain the impacts, if requested.
- Entry Level Positions Not Posted**
- (h) Notwithstanding the preceding, entry level positions (custodial assistant positions, nutrition services positions of less than three and one-half (3.5) hours, bus driver positions of less than four and one-half (4.5) hours) will not be posted.
- (i) Nutrition 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.
- Notice**
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 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 and/or designee. Decisions will be fair and consistent and will not be made for arbitrary and capricious reasons. The superintendent and/or 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 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 VI, 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) 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) 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) 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 ninety (90) 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 ninety (90) days will be allowed toward eligibility for benefits outlined in Article VIII.

**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 VI, Section 5 – New Jobs and Job Descriptions**

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 VI, Section 6 – 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 is the least senior in that classification, provided the employee who is about to be laid off possesses qualifications (including but not limited to training, experience, certification and licensing) 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 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 possess skills and ability which are at least equal to those of the employee he or she seeks to bump. An employee who moves into another classification under this provision shall retain full seniority. In addition, an employee shall have the right to bump an employee in an entry level position (i.e. custodial assistant) occupied by the least senior employee and if the employee is otherwise qualified.

**Recall:**

**District Not Obligated**

- 1. In the event of recall from layoff, the same principles of determining layoffs, as described above, will be utilized in recall procedures.
- 2. Employees laid off shall retain such right of recall for a period of twenty four (24) 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 lose his/her recall rights unless the District and the union agree that there are mitigating factors which warrant an exception.

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| <b>Notification of Recall</b>    | 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.   |
| <b>Notice Sent</b>               | 4. Notice of recall shall be sent to the employee at his/her last known address. It is the employee's responsibility to appraise the District of their location so that the District can contact them.  |
| <b>Employee's Responsibility</b> | 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. |
| <b>Substantial Layoff</b>        | 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 VII: GRIEVANCE PROCEDURE**

### **Article VII, Section 1 – 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 VII, Section 2 – Steps**

It is agreed that should any dispute arise, both the District and the Union will actively pursue the following steps to resolve the dispute.

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| <b>Pre-Grievance</b> | <p>(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 ten (10) days of the action, or within ten (10) 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.</p> <p>(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 shall reply in writing to the employee and the union either at the time of the pre-grievance or within seven (7) days if more investigation is necessary.</p> |
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**Step 1** (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, Nutrition Services, Security, and Purchasing) within seven (7) days following receipt of the supervisor's written response to the pre-grievance conference. The written grievance must be submitted on approved grievance forms and signed by the grievant. A Step 1 meeting shall be convened within seven (7) days. The supervisor shall answer, in writing, within seven (7) days after the meeting. (See, Appendix C & D)

**Step 2** (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 and/or designee. The written notice shall include a statement as to why the decision in Step 1 was not satisfactory. (See Appendix E & F). Within seven (7) days of the date the grievance was appealed, the superintendent and/or designee shall arrange for a grievance adjustment conference with the Union and superintendent and/or designee. The superintendent and/or 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 and/or designee shall have seven (7) days to provide a written decision, together with the reasons for the decision to the Union. The superintendent and/or designee may at its option notify the Union and be afforded an additional seven (7) days to confer with additional personnel as appropriate before publishing the decision to the Union.

(e) Any grievance filed by a substitute employee shall not proceed beyond Step 2 of the grievance procedure.

**Step 3** (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.

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

**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 VII, Section 3 – Untimely Appeal**

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

**Article VII, Section 4 – Failure to Respond Timely**

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 seven (7) days of the last day of the time period during which a response was to be received.

**Article VII, Section 5 – 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 and/or 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 VIII: BENEFITS**

**Article VIII, Section 1 – Definition Full-Time and Part-Time Employment**

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 VIII, Section 2 – Vacation**

1. Accrual:

- (a) Twelve month employees 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.

**5 Consecutive Years**

- (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 days' 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**

- (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**

(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 days' vacation, and thereafter shall be entitled to twenty-five (25) work days' vacation with pay, to be accumulated at the rate of 16.67 hours for each month worked.

2. Computing Vacation Time:

(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 30<sup>th</sup>.

(b) Part-time employees (Article VIII, 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 VIII, Section 1), for purposes of computing their vacation credit (Article VIII, 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.

**Maximum Carryover**

3. 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:

(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.

**Vacation Cash Out**

(b) For the purpose of computing vacation cash out at retirement or termination, the hourly rate of the employee's current awarded position shall be used. Employees on substitute assignment at the time of retirement or termination will be compensated based on their normal rate of compensation.

5. Scheduling: 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) days of the employee's return to work. Otherwise, said day's absence will be designated "absence without pay."

**Article VIII, Section 3 – Holidays**

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 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.

**Substitute Assignment Compensation**

Employees on substitute assignment will be compensated based on their normal rate of compensation. 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 4<sup>th</sup>

**Saturday Following 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.

**Physician  
Statement**

4. If an employee is absent because of illness on the day before and/or after a holiday, the District may require the employee to present a physician's statement certifying the illness, to the Office of Human Resources within three (3) days of the employee's return to work. Otherwise said day's absence will be designated "absence without pay".

**Article VIII, Section 4 – Compensated Leave**

1. Advance Sick Leave: Employees may request an advance of up to one contract year's sick leave as provided in District policy and subject to approval by the District and the repayment provisions.
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.
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:
  - (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.
  - (b) School Year Employees in Temporary Positions During the Summer Months: School Year 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 or 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.
- iv. Sick leave accrual rates for bus drivers will be adjusted for average hours during the period from November payroll through the May payroll.

**Family Care**

- 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 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.

**Emergency**

- 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:

- (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.
- 9. Seniority while III: 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.

- Seniority Ceases Accumulation** (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) days, his/her position will be vacated and bid as a temporary assignment. (See bidding procedure, Article VI, Section 2.) This change does not modify existing bid procedures in Transportation.
- Route Bid After 30 Days** (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.
- Assignment Upon Return from Illness** (c) If the regular employee returns to his/her position after being absent for sixty (60) days, but before twelve (12) months has lapsed, he/she will be reassigned to his/her regular position. If the employee requires a longer recovery, the District will follow the FMLA, ADA, and the Washington Law Against Discrimination. The employee temporarily filling the position will be 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:

- Assignment Upon Return from Uncompensated 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.  
  
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.
- (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).

- Extended Leave** 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.

**Return**

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.

**Leave Sharing**

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. 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.

**Employee's Eligibility**

- (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 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 and/or designee. The superintendent and/or designee may, if appropriate, require a health care provider's statement confirming the extent and/or severity of the illness, injury, or impairment.
- (c) The superintendent and/or 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.
- (d) Leave Sharing 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 and/or 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.

- ii. An employee who accrues annual vacation leave and sick leave and who has accrued a sick leave balance of more than one hundred seventy six (176) hours may request that the superintendent and/or designee transfer a specified amount of sick leave to another employee authorized to receive such leave. A donating employee may not request a transfer that would result in an accrued sick leave balance of fewer than twenty-two (22) days at any given time. Sick leave as defined in RCW 28A.400.300 means leaves for illness, injury, and emergencies.

**Transferring  
Leave**

- iii. An employee who does not accrue annual vacation leave, but who has an accrued sick leave balance of more than twenty-two (22) days may request that the superintendent and/or designee transfer a specified amount of sick leave to another employee authorized to receive such leave. A donating employee may not request a transfer that would result in an accrued sick leave balance of fewer than twenty-two (22) days at any given time. Sick leave as defined in RCW 28A.400.300 means leaves for illness, injury, and emergencies.
- iv. The number of leave days transferred shall not exceed the amount authorized by the donating employee.

**Value of Leave**

- 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 fifteen dollars (\$15.00) an hour donates one day of leave to someone earning seven dollars and fifty cents (\$7.50) an hour, the recipient would get two days of leave. However, if the seven dollars and fifty cents (\$7.50) an hour employee donates one day to the fifteen dollars (\$15.00) an hour employee, the higher paid employee would receive one-half day of leave.

**Unused 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.
- 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. Employees may not donate leave that they would otherwise lose (i.e., an employee who has already informed the District of their intent to retire may not donate vacation leave that exceeds the retirement cash out amount).
- viii. Employees called to duty in the uniform services, whose annual leave and paid military leave are depleted, may receive donated annual and sick leave. Uniform service includes voluntary and involuntary service in the armed forces, the National Guard, the commissioned public health services, the Coast Guard or any other category of persons designed by the President of the United States in time of war or national emergency.

- Compensation** 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.
- (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.
- (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.

**Article VIII, 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.
- 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 VIII, 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 VIII, Section 7 – Health Benefits and Eligibility**

- SEIU Pool**
1. District Contributions: The District will make available for each employee working 1440 regularly scheduled annual hours (September 1 through August 31) the full benefits allowance reflected on the approved pay scale and in addition the District will contribute twelve dollars (\$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.
  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.
    - (a) Mandatory Insurance Programs: i.e., Vancouver School District Self Insured, Dental, Vision, Audio, Prescription Drug; Long-term Disability; and Term Life are Group Policies requiring one hundred percent (100%) participation of all eligible employees.
    - (b) Premiums: Mandatory insurance coverage is deducted from the District's contribution before any part of that contribution is applied to the cost of medical 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.
  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 at the end of the school year, i.e. July.
  4. District Liability and 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.
  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 VIII, Section 8 – 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.

- 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**
  - 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.
  - 5. Bereavement leave is a separate paid leave and is not subject to offset against sick leave, vacation leave or personal leave.
- Granting 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 VIII, Section 9 – Jury Summons**

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 VIII, Section 10 – Maternity Leave**

- 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.
- 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.
- 3. In the event sick leave has been exhausted, then the employee shall be granted a leave of absence as stated under Article VIII, Section 20, Uncompensated Leave. An employee returning from maternity leave shall be assigned to her previous position.

**Article VIII, Section 11 – Paternity Leave**

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 VIII, Section 12 – Adoption Leave**

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 VIII, Section 13 – Subpoena Leave**

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.

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

### **Article VIII, Section 14 – Leave for Local, State or National Appointments**

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 and/or 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.

### **Article VIII, Section 15 – Military Reserve or National Guard Active Training Duty**

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.
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.

- (b) Absence for active training duty shall not exceed twenty-one (21) days per year from October 1st ending the following September 30th.
- (c) The employee shall experience no loss of pay or benefits for the authorized twenty-one (21) days.

### **Article VIII, Section 16 – Personal Leave**

Unless stated otherwise, days as used in this section refer to the days worked when the leave was earned.

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, Nutrition Service, Security, and Purchasing).

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.
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.
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.
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, which is 80% of the regular rate or the substitute rate, if defined in Appendix A. An employee will be paid at their regular hourly rate if they have been denied twice, outside the five percent (5%) limitation and if the denials did not fall during the two (2) weeks prior to the start of school.
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.
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 work category (nutrition service, transportation, custodial, crafts, District resource officers, 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, Nutrition Services Director, Safety Director, etc) if workloads permit and if the leave will not affect planned work projects and schedules.
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.
9. The final decision as to granting personal leaves will be fair and consistent and will not be arbitrary or capricious.
10. Bus Drivers: Personal leave will be allocated based on the employee's average hours for the October-November payroll cutoff period. Personal leave will not be adjusted for fluctuations in average hours during the school year.

Average hours for the payroll cutoff April to payroll cutoff May will be used to calculate personal leave cash out at the end of the school year, i.e. August.

**Examples:**

- A. Employee's average hours with the November payroll are six (6). Employee is allotted twelve (12) hours of personal leave for the current school year. In December, the employee's average hours are four (4). Assuming no personal leave has been used, the employee's personal leave balance remains at twelve (12).
- B. Employee's average hours with the November payroll are six (6). Employee is allotted twelve (12) hours of personal leave for the current school year. In December, the employee's average hours are seven (7). Assuming no personal leave has been used, the employee's personal leave balance remains at twelve (12).

**Article VIII, Section 17 – Incentive Leave**

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.
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 four (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.

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.
  - (b) Incentive leave will only be taken on scheduled workdays and may not be taken on days that are otherwise non-duty days.
  - (c) Incentive leave may be used for any purpose to include being used in-lieu of sick leave.
  - (d) Incentive leave is not subject to cash out at the end of the year.
  - (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 schedule incentive leave will be entitled to select the day(s) on which the leave will be taken.

**Article VIII, Section 18 – Attendance Incentive Program: Sick Leave Buy Back**

**Monetary  
Compensation**

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

Each January, 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 percent (25%) 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 three (3) days, or twenty-four (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 conversion 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 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 percent (25%) 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 one hundred eighty (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. 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) 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 VIII, Section 19 – Uncompensated Leave**

**District  
Discretion to  
Grant**

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
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.

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 orders for annual active duty training, Article VIII, Section 16)

**Benefits While on Uncompensated 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.
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.
6. A leave of absence shall not be granted, under any circumstances, when other gainful employment is the purpose for said 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 to Notify**

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 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 IX: WAGES**

### **Article IX, Section 1 – Wage Scales**

1. Complete hourly wage schedules are included as Appendixes "A" and "B" of this Agreement.
2. Wage increases for each year, 2016 through 2019 of this contract will include the following:
  - 2015/2016: 3% State COLA/Pass Through plus 2.2%
  - 2016/2017: 1.8% State COLA/Pass Through plus 2.0%
  - 2017/2018: State COLA/Pass Through plus District Across the Board Wage Opener (to be negotiated Spring 2017)
  - 2018/2019: State COLA/Pass Through plus District Across the Board Wage Opener (to be negotiated Spring 2017)

- Direct Deposit** 3. 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** 4. New employees assigned to a regularly-scheduled position will be eligible for all benefits for the next payroll period, as outlined in Article VIII after employment for ninety (90) 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 ninety (90) 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 ninety (90) days will be allowed toward eligibility for benefits outlined in Article VIII.
5. 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** 6. The District will maintain the current percent separation between regular bus driver wages and driver trainer compensation in each year of the contract.

#### **Article IX, Section 2 – Pay for Replacement**

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 IX, Section 3 – Community Use of 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 IX, Section 4 – Payroll Statements and Payment of Wages**

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 X : UNIQUE WORKING SITUATIONS TO INDIVIDUAL DEPARTMENTS**

### **Article X, Section 1 – TRANSPORTATION**

#### **Insurance and Tool Allowance**

**Insurance** The District will provide a limit of fifty thousand dollars (\$50,000) of insurance coverage per mechanic per loss to include a five hundred dollars (\$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. It is the responsibility of the employee to maintain inventory records.

**Tool Allowance** There shall be a tool allowance established in the amount of fifteen hundred dollars (\$1,500) 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.

#### **Driver Total Hours**

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

#### **Guaranteed Hours Defined**

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.
2. The two-(2) hours guaranteed time in the a.m. includes twenty (20) minutes for checking out the bus, fueling, sweeping, cleaning windows, etc. The two hours guaranteed time in the afternoon includes fifteen (15) minutes for paperwork on post-trip.
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.

**Layover Time** 4. 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** 5. 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) days prior to the day designated on the official school District calendar as the day school opens.

## **Regular and Special Education Bidding Routes**

### **1. Regular Driving Position**

- (a) 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) 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) 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 three times during the school year when the bid position will increase or decrease their time by one and one quarter (1.25) hours or more average per week.
- (b) 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.)

- 2. The three (3) successful job bids allowed exclude the bid or assignment in August and the re-bid in October.

### **3. Regular Education Bidding**

#### **AM and PM Complexes**

- (a) All regular education drivers will return to the same AM or 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 percent (35%) or more of the regular education AM or 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 and PM Complexes**

- (b) If less than thirty-five percent (35%) of the regular education AM or 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.
- (c) All regular education routes will be re-bid on the October bid day.

### **4. Special Education Bidding**

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

### **5. Operation Parameters: Regular and Special Education bidding**

- (a) Any new run, complex or 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.

- (b) All new runs, complexes or 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 or 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.
- (c) 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. Should a known absence of thirty (30) days or more occur on bid day, and the route is 4.5 hours or more, it shall be available immediately as a temporary bid position. The next interested eligible driver will bid a permanent position prior to bidding on the temporary route. As soon as the District and the Union is notified that the requirement to better your time by one and one quarter (1.25) hours or more per week shall be waived. This will continue until all routes are bid.

If a temporary route driver successfully bids additional hours for the temporary route, those hours will be reposted when the permanent driver returns to their route.

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.

**8 Hour  
Maximum**

- (d) All bidders shall not exceed eight (8) hours a day.
- (e) 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 Run** (a) Mid-day runs, i.e., 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 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. The mid-day route will be driven by the back-up driver, when the regular driver is unable to drive the route.
- 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 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 Backup** (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

- 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, intramural, VA, mentor, school-to-home, Grandmother, swim, skill center, Voc-Ed, 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 or PM complex;
  - b) addition of a new run to a previously existing complex.

### **Bus Drivers – Trips and Bid Award Process**

All 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, regardless of the end time of the afternoon complex. If a driver is driving a trip (such as To Be Announced, TBA) that they did not bid on and win successfully, that trip will not be charged against them on either the regular bid board or the emergency bid board.

### **Bidding on Trips that Exceed Regular Route Hours**

1. All drivers who have successfully completed their probationary period are eligible to bid on all day trips.
2. An "All Day" trip is defined as a posted trip with depart and return times that conflict with the start time of any part of a drivers' route, complex, or run.
3. A "posted" trip with depart and return times that may be driven during the hours between any existing route, complex or run is not an "All Day" trip.
4. The posted trip time must exceed your route time by a minimum of thirty (30) minutes.
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 –Shuttles**

All assignees shall be able to meet posted requirements and not exceed eight (8) hours per day. 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 and Extra-curricular Trips**

1. All Vancouver School District 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.
2. If Vancouver School District 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 350 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.

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.

### **Union Representation**

One (1) Union transportation steward, who has been requested to attend a meeting by either an employee or management on the steward's non-work time shall be paid their regular hourly rate for time spent in the meeting, as long as the time does not exceed one (1) hour of overtime.

### **2015 Tracking**

Route and Driver changes and reasons for changes will be tracked in the 2015/2016 school year.

## **Article X, Section 2 – MAINTENANCE and OPERATIONS, and WAREHOUSE**

### **Clothing Allowance**

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.

District workers who work outside (i.e., delivery drivers) will be provided with rain coats, rain boots, and rain pants, when requested by the employee.

### **Custodial Supervision**

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**

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

### **Graveyard Shift**

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

### **Emergency 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.

### **Grounds – Assigning**

1. Personnel assigned to a grounds or custodial bid position will be assigned to these area in the following manner:
  - (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.
  - (b) In assigning personnel from grounds to custodial, the grounds department seniority (lowest) shall be used to determine the order of assignment to custodial.
  - (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.
2. Employees in the grounds or custodial bid positions shall receive the rate of pay for the job classification they are assigned.
3. Uniforms will be provided to temporary grounds crew members assigned during the summer months.

### **Assistant Crew Leaders – Bidding**

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 VI, Section 1.
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 VI, Section 1.
3. Assistant Crew Leader positions, anticipated to be of duration less than six (6) months, shall be appointed by the District.

### **Swing Custodial Assistant**

1. Custodial assistants regularly assigned to swing positions at elementary schools shall receive a premium of seventy-five cents (\$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.
2. Custodial assistants and swing shift custodians shall be paid the daytime, non-certified rate when stepping up because the Building Operator is absent.
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.)
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**

The District will pay one hundred dollars (\$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**

Employees working in High Lift operations at a height on excess of fifty (50) feet will receive additional compensation of one hundred dollars (\$100) 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**

Hazardous duty supplement pay of one hundred dollars (\$100) per day shall be provided when working, with approval of Maintenance Manager, inside a ‘permitted’ confined space.

## **Article X, Section 3 – DISTRICT RESOURCE OFFICER (DRO)**

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’.

### **Assignment**

District Resource Officers are employed by the District for safety and security. DRO’s will be assigned to and managed within a District wide supervisory unit. Day to day assignments and locations will be based on the needs of the District; however, the District will work with employee history, preference, and seniority where possible. The District will establish and maintain regular assignments for employees subject to periodic rotation and reassignment at any time based on District needs.

DRO’s will use their skills and abilities professionally for the benefit of the whole District.

### **Hours of Work**

The District will establish and maintain a regular workweek for employees on a monthly schedule. However, occasionally but infrequently, the District may temporarily alter work schedules when compelling circumstances arise. When possible employees will be notified twenty four (24) hours in advance or as far in advance as circumstances permit.

### **Uniform and Equipment**

DRO’s shall be provided with and required to wear District designated and District funded attire/uniforms and such law enforcement equipment as determined by the District. The Union and the District shall review new policies and operations as the program develops.

## **Training**

Training shall be provided and paid for by the District.

All DROs hired prior to July 24, 2008 will be subject to the physical fitness testing but will not be required to pass. These employees must maintain the current requirement to pass defensive tactics.

DROs will be offered one hundred fifty dollars (\$150) per school year for the purchase of District approved black shoes.

## **DRO Expertise Acknowledgement**

All DROs may submit a proposal to acquire and prepare to present extra knowledge, approved by the District, to enhance the security work of the District and will be paid an amount not to exceed fifteen hundred dollars (\$1,500) per year. Additional District approval will be required if the project is expected to exceed fifteen hundred dollars (\$1,500).

## **Article X, Section 4 – NUTRITION SERVICES**

### **Mandatory 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**

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**

In the absence of the cafeteria manager, the person designated by the Nutrition Services' supervisor to temporarily assume those responsibilities will receive the manager's rate of pay. If skills and abilities of employees are approximately equal, the most senior employee will be assigned.

### **Minimum Work Time**

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

Kitchen managers, cooks, and cafeteria assistants who work five (5) or more hours per day, and satellite nutrition 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**

1. Three (3) hour Nutrition Service vacancies will be assigned within forty-five (45) days of the opening.
2. Assigned Nutrition 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.
3. Nutrition Service employee(s) who must be reassigned as a result of such bidding will be assigned to a Nutrition Service vacancy of less than three and one-half (3.5) hours as determined by the District.
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.

### **Relief Warehouse Delivery Worker and Satellite Nutrition Service Driver**

This position is bid for NS 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 Service. 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.

### **Shoe Allowance**

All nutrition services staff shall be offered fifty dollars (\$50) per school year for the purchase of non-slip shoes, appropriate for the kitchen and lunchroom.

### **Food Handlers Permit**

The District will reimburse ten dollars (\$10) for their food handler's card.

## **ARTICLE XI: 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 XII: WORKING AGREEMENT**

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.
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.
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  
SEIU EMPLOYEES' HOURLY WAGE SCHEDULE  
September 1, 2015-August 31, 2016**

ASSIGNMENT	RATE	ASSIGNMENT	RATE
<b>Building &amp; Grounds</b>		<b>Custodial Services</b>	
Assistant Maintenance Supervisor	\$35.57	Crew Leader	\$32.75
Crew Leader	\$32.75	Assistant Crew Leader	\$29.93
Assistant Crew Leader	\$29.93	Custodial Crew Planner	\$23.41
Building and Grounds Planner/Estimator	\$29.93	Custodial Support Team Leader (*Certified - \$23.36/\$23.86)	\$22.36
<b>Trades Workers</b>		High School Custodian (D) (*Certified - \$23.36/\$23.86)	\$22.36
Electrician, HVAC, HVAC Control Tech, Metal Fabricator	\$29.46	High School Custodian (N)	\$21.44
Welder, Plumber, Boiler Service Worker, Brick Mason,		Middle School Custodian (D) (*Certified - \$22.34/\$22.84)	\$21.62
Carpenter, Glazier, Painter, Mechanic, AV Repair, Alarm		Middle School Custodian (N)	\$20.61
Technician, Repair Technician, Equipment Operator		Elementary School Custodian (D) & Pool Operator (*Certified - \$21.29/\$21.79)	\$20.72
(Grounds), Sprinkler Fitter, Operations Analyst, Drain Tech		Custodial Assistant & Pool Assistant	\$19.27
Trades Helper, Irrigation Specialist, Landscape Specialist,	\$23.60	Substitute Retiree Custodial Assistant	\$19.27
Sanitation Truck Driver, Inventory Specialist,		Substitute Custodial Assistant	\$16.12
Trades Helper, Summer	\$23.25	Graveyard Custodial Assistant - .50 cents per hour additional Sept 1st through the last day of school	
Groundskeeper	\$21.52	Elementary Custodial Assistant - .75 cents per hour additional Sept 1st through May 31st	
Groundskeeper, Summer	\$20.82	<b>Transportation</b>	
\$100.00 per day, Permitted Confined Space		Crew Leader	\$32.75
High-lift operator (above 50') receives additional \$100.00 per day, includes spotter on the ground.		Assistant Crew Leader	\$29.93
Spray Painter - \$1.00 per hour additional while spray painting		Mechanic	\$29.46
Groundskeeper - \$2.00 per hour additional while chemical spraying		Bus Service Worker	\$23.60
Asbestos removal - \$100 per instance (less than 3 hours)		Bus Driver	\$21.15
		Substitute Retiree Bus Driver	\$21.15
		Substitute Bus Driver	\$17.99
		Driver Trainer (13.5% above bus driver wage)	\$24.00
<b>Warehouse &amp; Distribution</b>		<b>Nutrition Services</b>	
Crew Leader	\$32.75	High School Kitchen Manager	\$20.60
Assistant Crew Leader	\$29.93	Middle School Kitchen Manager	\$20.60
Stock Worker (Receiving & Ordering)	\$23.61	Elementary School Kitchen Manager	\$19.22
Delivery Worker/Heavy Duty	\$23.60	Cook	\$17.06
Delivery Worker/Mail & Message	\$21.69	Cafeteria Assistant	\$15.20
Warehouse Utility Worker	\$21.99	Delivery Worker	\$21.69
Warehouse Worker	\$20.88	Substitute Cafeteria Assistant	\$12.25
		Central kitchen managers receive an additional \$1.00 per hour to serve satellite kitchens. In addition central kitchen managers will receive .10 for serving 150 lunches, .15 for serving 151-300 lunches, .20 for serving 300+ lunches. Central kitchen cooks receive an additional .65 per hour. Cafeteria assistants working at satellite kitchens will receive an additional .40 cents per hour.	
<b>Operations/Safety</b>		<b>Personal Leave</b>	
District Resource Officer - Team Leader	\$26.97	80% of current wage or substitute wage if one exists	
District Resource Officer	\$22.77		
Substitute District Resource Officer	\$18.06		

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 Building Operator Certification I / II; ES \$.57/\$1.07, MS \$.72/\$1.22, HS \$1.00/\$1.50

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 \$780 per month for September 2015 through August 2016 for the payment of group insurance premiums. For 2015-16 the District agrees to include an additional \$10,000 to the 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, 2015 through August 31, 2016) 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
  - ii. An open panel medical/health and hospitalization plan.
  - iii. Short Term Disability insurance
  - iv. Additional life insurance
  - v. Cancer Insurance
  - vi. Accident insurance

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

**And**

**VANCOUVER SCHOOL DISTRICT #37**

**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

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

**And**

**VANCOUVER SCHOOL DISTRICT #37**

**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 SCHOOL DISTRICT #37**

**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 SCHOOL DISTRICT #37**

**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 are 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

## APPENDICES

Hourly Wage Schedule .....	"A"
Wage Benefits Terms & Conditions .....	"B"
Step I Initiation of Grievance .....	"C"
Step I Response to Initiation of Grievance .....	"D"
Step II Appeal to Office of Superintendent .....	"E"
Step II Response to Appeal .....	"F"

MEMORANDUM OF AGREEMENT  
between  
Vancouver Public Schools NO. 37  
and  
Service Employees' International Union (SEIU), Local 925

**August Bid 2-year pilot**

All parties agree to move forward in a good faith effort. In the event there is a conflict that cannot be resolved within the committee, either party may choose to bring in a neutral third party mediator to assist with a resolution supportive of moving the process forward.

**2015/2016 Phase 1: Collaborative Joint Committee to plan pilot, for implementation August 2016**

SEIU will select 5 drivers to participate in the joint committee. A Union chapter officer will co-chair the joint committee. Drivers selected will represent substitutes, long-term, new, special education, and regular, and/or any other driver constituency that may be appropriate. The joint committee will meet monthly or as appropriate to plan the new pilot and guidelines, so it is ready to go in August and so that all drivers know how the pilot will work by May 1, 2016. Drivers will be paid their regular wage for committee hours worked.

**2016/2017 Phase 2: Pilot begins with these minimum guidelines as part of the new pilot:**

1. Routes at 90% or more capacity will be reviewed on a case by case basis, in order to determine if there is a reasonable solution to reduce capacity or increase adults on the route.
2. All drivers will be paid a minimum of 4 hours at their regular rate for the August bid day. Time will be spent on bidding, route books, driving routes, and other assigned duties. The District will make every effort to avoid trips on the August bid day; however, if it is unavoidable, the District reserves the right to utilize substitute drivers.
3. The route hours, established on the August bid day, will be guaranteed for the duration of the year, regardless of the changes in the route unless the route increases in time. Then, the route will be paid at the increased base time.
4. Drivers with drive-time 30 minutes or less of their guaranteed route will be allowed to use the 30 minutes to meet the needs of the children, parents, school administrators, check email, check directions, and as necessary to meet the regular requirements of their job.
5. Drivers will track any time over 30 minutes of time per day that is not driven, and drivers will be offered work, that day, between the am and pm complex as a first priority to make it up. This time will be tracked on a form and reported to Dispatch. If a driver is unable to make up the time that day, they will be allowed to schedule the make up time during the next four (4) weeks. Exceptions may apply depending on special considerations, such as but not limited to, additional trips and scheduling.

6. Special Ed routes will bid in August and October.

7. A process will be established for drivers who need more support in addressing problems to avoid bidding off of a route, due to individual circumstances. This process will be determined through the pre-labor management process in the Transportation Department.

**Phase 3: Troubleshooting, Monitoring, Evaluating, and Adjusting**

The Joint Committee will meet at least three (3) times starting in October, to address the new pilot and to recommend adjustments, as necessary, for the current year or 2017/2018 year. The Union and District will open the contract for the purposes of bargaining the transportation language and economics in the spring 2018 for the last year of the contract, 2018/2019. Measures used to evaluate the success of the project will be data driven and will be determined prior to the beginning bargaining in spring 2018. No factors will be brought forward in bargaining that have not been addressed by the Joint Committee.

Agreed to this 19th day of August, 2015.

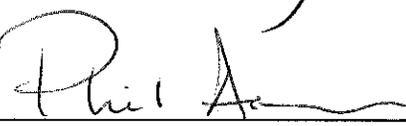
Revised and signed this 28<sup>th</sup> day of January, 2016.

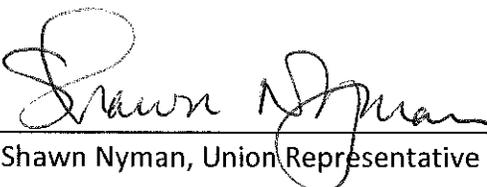
For the District:

  
\_\_\_\_\_  
Darcy Rourk, Executive Director of HR

For the Union:

  
\_\_\_\_\_  
Terry Millard, Chapter President

  
\_\_\_\_\_  
Phil Akerill, Chapter Vice President

  
\_\_\_\_\_  
Shawn Nyman, Union Representative

MEMORANDUM OF AGREEMENT  
between  
Vancouver School District #37  
and  
Service Employees' International Union (SEIU), Local 925

1. During the term of the 2015-19 Collective Bargaining Agreement, \$10,000 will be added to the SEIU insurance pool each year. The \$10,000 is calculated and distributed annually based on each medical plan year. The calculation for the annual pooling is based on the total pooling benefit FTE and will be recalculated annually through the 2018-19 plan year.
2. For the 2015-16 plan year, \$794.23 will be deposited into the pool each month. This equals the \$780.00 state allocation (based on 1.0 benefit per FTE per District employee), added with the levy dollars of \$12.00, plus \$2.23 which is the monthly pooling amount calculated from the \$10,000 which is added to the monthly pooling for SEIU only.

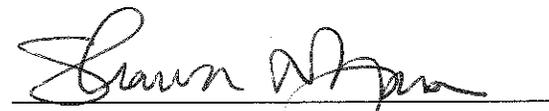
Agreed to this 19th day of August, 2015.

Signed this 3<sup>rd</sup> day of December, 2015.

  
Darcy Rourke, Executive Director HR

  
Terry Millard, President

  
Phil Akerill, Vice President

  
Shawn Nyman, SEIU Representative