

AGREEMENT

by and between

WOODLAND SCHOOL DISTRICT NO. 404 and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925

Effective January 1, 2019, through  
August 31, 2022.

**WOODLAND  
Public Schools**

*Preparing all students for  
Career, Life & College*



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## AGREEMENT

This Agreement, made and entered into by and between the Board of Directors of the Woodland School District No. 404, hereinafter referred to as the "District," and Service Employees International Union Local No. 925, hereinafter referred to as the "Union."

### WITNESSETH:

#### ARTICLE 1 - RECOGNITION AND COVERAGE

**Section 1.1 Recognition.** Pursuant to Chapter 41.56 RCW, the District recognizes the Union as the sole and exclusive bargaining agent for all employees covered by this Agreement.

**Section 1.2 Coverage.** The employees covered by this Agreement work in the classifications listed in Section 12.1.2.

**Section 1.3 Mutual Interest.** The parties agree that it has been and will continue to be in their mutual interest and purposes to promote systematic and effective employee management cooperation; to confer and negotiate in good faith with respect to grievance procedures and collective negotiations on personnel matters including wages, hours and working conditions, to promote effective methods for the prompt adjustment of differences.

**Section 1.4** It being understood that the sole purpose of the District's operation is for the best interests, benefit, and welfare of the students attending and/or who will attend District schools and the tax-paying public, the District and the Union agree that all efforts shall be for these purposes and shall have priority over all else, subject to the grievance procedure.

**Section 1.5 Jurisdiction.** All work to be performed in the jurisdiction of this Union shall be performed by employees working under this Agreement, except for emergencies or other conditions agreed to between the Union and the District. Services provided by neighborhood groups, community groups, Future Farmers of America, or other groups who volunteer time for special projects shall not reduce the work opportunities of regular employees.

#### ARTICLE 2- PROCEDURES AND MEETINGS

**Section 2.1 Procedures.** The Superintendent shall meet with the Union representative to confer and negotiate matters of mutual concern. It is understood and agreed by the District and Union that the matters appropriate for negotiations between the parties shall relate to wages, hours, and working conditions. The District retains the right and obligation according to Board policy to:

- (a) Hire, promote, assign, and retain employees and to suspend or discharge employees for just cause.
- (b) Relieve employees from duty because of lack of work or other legitimate reasons.
- (c) Determine the method of, number, and kinds of personnel by which operations undertaken by employees in the unit are to be conducted.
- (d) Discuss with the Union changes affecting personnel practices that would concern the employees as a unit.

Discussion of the handling of a grievance shall be in accord with procedures as outlined in Article 3 of the Agreement.

**Section 2.2 Labor/Management Conference Committee.** The Union and the District agree to meet as needed in a labor/management conference committee to discuss business brought forth by either party outside the working day.

**Section 2.3 Meetings.**

**Section 2.3.1** When the Union and the District agree to Labor/Management meetings during regularly scheduled work hours, participating union officers and/or stewards shall receive pay for their regular hours.

**Section 2.3.2** When the Union and the District agree to meet in Negotiations meetings during regularly scheduled work hours, negotiations team members shall receive pay for their regular hours.

## **ARTICLE 3 – GRIEVANCES**

**Section 3.1. Definitions.**

**Section 3.1.1** "Grievance" means a claim based upon an event, condition or any alleged violation of state or federal law which affects conditions under which an individual works allegedly caused by misinterpretation or inequitable application of the terms of this Agreement between the District and the Union.

**Section 3.1.2** "Grievant" means an employee of the Woodland School District working under this Agreement having a grievance. Every effort shall be made to settle the grievance at the lowest possible level and earliest date possible.

**Section 3.2** The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious, and orderly adjustment of differences. Only matters involving the

interpretation, application, enforcement of the terms of this Agreement, or of any alleged violations of any state or federal law shall constitute a grievance.

**Section 3.3** A grievance may be brought by this procedure by one or more aggrieved employees, with or without a Union Representative; or by the Union as a class grievance or by the District. Union class grievances shall be initially submitted at Step 2 herein below.

**Section 3.4** The aggrieved employee shall bring his/her grievance to his/her immediate supervisor at Step I below, within fifteen (15) working days of its occurrence, or within fifteen (15) working days of the time when the grievant could have been expected to have learned of the occurrence. A grievance not brought within the time limit prescribed in Step I or submitted within the time limits prescribed for every step thereafter, shall not be considered timely and shall be null and void. A grievance not responded to within the time limits prescribed by the appropriate District representative at each step shall entitle the aggrieved employee's grievance to proceed to the next step. The limits prescribed herein may be waived by mutual agreement, in writing by the aggrieved employee or the Union in a class grievance, and the appropriate representative at each step.

**Section 3.5 Steps.**

**Section 3.5.1 Step 1.** The grievant shall discuss the problem with the immediate supervisor ("immediate supervisor" is the person who signs an employee's evaluation), within the timeline established in section 3.4. During this discussion, an attempt shall be made to arrive at a mutually satisfactory solution. The employee may be accompanied by a union officer or a steward, chapter officer, or the business representative. It is expected that participants in the discussions will be able to discuss differences in a setting which provides for open communications and reflect an understanding of the individual's concerns, job responsibilities and the best interest of the District.

**Section 3.5.2 Step 2.** If the grievance is not resolved to the employee's satisfaction in accordance with the preceding section, the employee shall complete in writing a statement of the grievance using form A and containing the following:

- (a) The facts on which the grievance is based;
- (b) A reference to the provisions in the agreement which have been allegedly violated; and,
- (c) The remedy sought.

The employee and the Union shall submit the written statement of grievance to the Superintendent within ten (10) working days after the conference with the immediate supervisor.

**Section 3.5.3 Step 3.** The Superintendent, or designee, shall schedule a conference within ten (10) working days, to discuss the grievance. The Superintendent or designee shall notify the grievant of his or her decision and reason for the decision, within ten (10) working days

of the conference.

Mediation - 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, before proceeding to Step 4. Such agreement or disagreement shall have no effect on the consideration or result of a grievance review and/or arbitration decision. Timelines for Step 4 shall be suspended pending the outcome of mediation.

**Section 3.5.4 Step 4.** If the grievant is not satisfied with the Superintendent's decision, the grievant may request that the School Board of Directors hear the grievance. The individual must notify the Superintendent (on form C) that he/she desires to have the Board hear the grievance within five (5) working days of receipt of the Superintendent's decision.

The Board hearing shall be held at the next regularly scheduled meeting of the Board, or within twenty (20) days of the receipt of the request for the hearing, whichever is later.

**Section 3.5.5 Step 5.** If the Union is not satisfied with the disposition of the grievance at Step 4, the Union has ten (10) working days to submit the grievance to arbitration before an impartial arbitrator. The arbitrator shall be selected by mutual agreement or by the American Arbitrator's Association in accordance with its rules which shall likewise govern the arbitration proceeding. Neither the District nor the Union shall be permitted to assert in such arbitration proceeding any grounds or rely on any evidence not previously disclosed to the other party.

The arbitrator's decision will be limited to the specific grievance and the scope of the existing contract language. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The costs of the services of the arbitrator, and his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the District and the Union. All other costs will be borne by the party incurring them.

## **ARTICLE 4- DISCIPLINE AND DISCHARGE**

**Section 4.1** The District may discharge or suspend any employee for just cause (See Exhibit D). The District will follow a policy of progressive discipline, which shall include in order:

- (a) verbal warning
- (b) written reprimand
- (c) suspension without pay, not to exceed three (3) work days; and
- (d) termination

It is recognized that some offenses may be serious enough to warrant the abridgement of this progression and may result in written reprimand, suspension, or termination without having gone through the previous step(s). Warnings and reprimands may be removed from an employee's personnel file eighteen (18) months after their inclusion therein, on the decision of the

Superintendent or Designee following a request by the employee. Further, an employee may exercise the discretion of whether to inform the Union or its representative(s) of a pending discipline action.

**Section 4.2** The employee and the Union shall receive written notification from the District of the employee's suspension, termination, and statement of charges.

**Section 4.3** An employee shall be entitled to have present a representative of the Union during any investigative or disciplinary meeting, which might reasonably be expected to lead to disciplinary action (see Exhibit E). In such circumstances, the District shall advise the employee that he or she is entitled to union representation, but the failure to provide such notice shall not bar the use of any information obtained from the interview.

**Section 4.4** Prior to disciplinary discharge, employees shall be afforded Loudermill rights to due process (see Exhibit F).

## **ARTICLE 5 - UNION RIGHTS**

**Section 5.1 Union Access.** The business representative for the Union shall be permitted access to all properties covered by this Agreement to discharge his/her duties as a representative of the Union. During business hours, the Union representative shall notify the appropriate supervisory office before visiting an employee at work, and shall not interrupt educational and operational activities of the District.

**Section 5.2 Bulletin Board.** The District agrees to provide bulletin board space for the posting of official Union notices, which shall be signed by a responsible agent of the Union.

**Section 5.3 Buildings and Equipment.** The Union shall have the right to the use of District buildings and equipment at reasonable times and for reasonable purposes when necessary to transact Union business with the usage to be scheduled through the proper administration channels.

### **Section 5.4 Mail.**

**Section 5.4.1** References in this section to "mail" shall also apply to use of District e-mail.

**Section 5.4.2** The Union shall have the right to use the District mail service and mailboxes for communications purposes. The Union will utilize the mailbox provided in the central office area to deliver and pick up communication materials.

**Section 5.4.3** Materials distributed through the District's mail service for delivery in the work place shall conform to the law. The Union will not use District mails to distribute materials within the work place that are politically partisan, and/or slanderous, derogatory or defamatory of any particular individual or group, including the District.

**Section 5.4.4** The chapter president and/or business representative shall be responsible and



accountable for authorizing the distribution of materials in the District mails. The Union will defend and hold the District harmless for any allegation or suit arising out of the Union's use of the District's mail service.

**Section 5.4.5** Any concern regarding the Union's use of the District's mail service and bulletin boards shall be a matter for early discussion between the Union president (or executive board) and the Superintendent/designee.

**Section 5.5 District Information Access.** The District agrees to furnish the Union, in response to requests, all available information concerning the financial resources of the District and such other information as will assist the Union in developing programs on behalf of the employees, together with information which may be necessary for the Union to process any grievance or complaint or to develop bargaining proposals.

Upon request, the District shall provide the Union a full bargaining unit list which shall include all current workers in the bargaining unit. The District will provide an electronic list in spreadsheet format. The list shall include: first name and last name, home address, personal phone numbers, job classification/title, department, pay location, date of hire, FTE status (number of hours per day and number of days per year), and rate of pay.

**Section 5.6 Union Information Copies.** The Union will furnish copies of information pertinent to employer/employee relation topics as reasonably requested by the District, with appropriate reimbursement by the District.

**Section 5.7 Pay Change Notification.** Notification of pay changes during the contract year will be submitted by the District office to the appropriate employee with a copy of such notification to the Union representative.

**Section 5.8 Employee Orientation.** Following District orientation of new employees, or within ninety (90) days of the employee's hire date, whichever is first, representatives of the Union may meet with the new employees for up to thirty (30) minutes. New employees shall be paid for this time, but it shall not interrupt District operations. Union representatives who are District employees must take appropriate leave if these meetings are during their assigned work time.

## **ARTICLE 6 - DISCRIMINATION**

**Section 6.1** In accordance with the policies of the District and the Union, it is agreed that there will be no unlawful discrimination against any employee or applicant for employment because of his/her race, sex, age, religion, color, ancestry, sexual orientation or disability in the administration of the terms of this Agreement, or in hiring.

**Section 6.2** The District shall not discriminate against any employee because of his/her membership in the Union or for legitimate Union activity; provided, however, that such activity shall not interfere with the conduct of the District's operations.

**Section 6.3** No District supervisor shall be eligible to hold any Union office.

## **ARTICLE 7- NOTIFICATION OF HIRINGS, LAYOFFS, TERMINATIONS, AND PROMOTIONS**

**Section 7.1** The District will maintain a shared electronic list in a spreadsheet format of all employees subject to this Agreement. The spreadsheet will include all dates of hire, terminations, including layoffs, and status changes, together with the reason for any status changes and terminations. Information of the shared spreadsheet shall include: first and last name, home address, personal phone numbers, work email address, job classifications/title, department, pay location, date of hire, FTE status (number of hours per day and number of days per year) and rate of pay.

**New Hires**—Workers who are newly hired or newly union eligible. New hires shall be posted to a shared spreadsheet within seven (7) days of the employee’s start date.

**Terminations**—Workers who have separated or terminated, including layoffs.

**Status Changes**—Workers who have changed status, meaning they have moved out of the unit, were promoted to a non-represented position, had a change of or moved to an exempt position, workers who have changed positions or work location and/or department but are still covered by this Agreement, including an increase or decrease of hours, and workers who have a change of personal contact information. The spreadsheet shall include the date that the status changed, and the reason for their change of status (i.e., exempt staff, etc.).

## **ARTICLE 8- LEAVE OF ABSENCE FOR UNION BUSINESS**

**Section 8.1** Any employee elected to office in the Union which requires full time in the discharge of its duties shall be given a leave of absence not to exceed one (1) year, unless otherwise mutually agreed upon, without loss of seniority. The employee shall have the option upon his/her return to resume the position he/she held when the leave began, unless the position no longer exists. No more than one (1) employee shall be on such leave of absence at one time, and such leave of absence shall not exceed the term of this Agreement unless extended by mutual consent. No employee covered by this Agreement, shall as a result of such leave, suffer a reduction in hourly wages, working conditions, or other benefits upon return to employment.

## ARTICLE 9 – MEMBERSHIP AND DUES COLLECTION

**Section 9.1 New Employees.** The District will notify the Union of all new employees within thirty (30) working days of the hire date. The Union may meet with new employees pursuant to 5.9.

**Section 9.2** The District agrees to deduct Union dues and assessments from the wages of employees who voluntarily request in writing their deduction. Any employee who wishes to have Union dues and assessments deducted shall sign a membership card and authorization form for payroll deduction as provided by the Union. When filed with the District, the form will be honored in accordance with its terms.

**Section 9.3** Deductions will be promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the District's responsibility shall cease with respect to deductions covered thereby. The Union hereby undertakes to indemnify and hold the District harmless from all claims against it for or on account of any deduction made from the wages of any employee.

Each month, the District shall provide the Union with an electronic list in spreadsheet format with the following information for all bargaining unit employees that will accompany the dues and COPE payment to the Union. This list shall accompany the dues list and COPE deduction list and lists all workers who have union dues and COPE deductions for the month in payment. On this list, the following will be included: first name and last name, dues deduction amount, and COPE deduction amount per pay period.

**Sections 9.4** The District hereby agrees to honor payroll deduction authorization for political purposes from its employees and included as part of their normal monthly Union dues that are deducted and submitted to the Union. This authorization to increase their Union dues to include the financial authorization for political purposes shall continue until the employee, through the Union, ceases to authorize said deduction.

**Sections 9.5 Union Membership Rescission.** Union members requesting to rescind membership and membership rights shall request the rescission in writing to SEIU Local 925's state office, following the Union's membership procedures. Providing such procedures have been met, the Union shall inform the District of such employee's non-member status.

**Section 9.6** If it becomes permissible to require Union membership or payment of a representation fee as a condition of employment, the District agrees that such a provision shall be negotiated and added to Article 2.

**Section 9.7 Public Disclosure Request.** The Employer shall notify the Union and the affected employee(s) when it receives a request for public records pertaining to employees. The Employer will provide such notice at least five (5) work days before the intended release date.

Notice will include:

- The requesters and a copy of the request, if available
- A general description of the requested records
- A copy of the responsive records
- The actual date the Employer intends to produce the records unless it is served a signed court order preventing disclosure

## **ARTICLE 10 - CLASSES OF EMPLOYEES**

**Section 10.1** A Regular Year-round Full-time Employee is one who is regularly scheduled at least forty (40) hours per week throughout the calendar year. A Regular Year-round Part-time employee is one who is regularly scheduled to work throughout the calendar year but less than forty (40) hours per week.

**Section 10.2** A Regular Part-time Employee is one who is regularly scheduled for less than forty (40) hours per week throughout the calendar year, or functions only part of the calendar year. The most common example is the school year.

**Section 10.3** A Temporary Employee is one who is hired for a specific purpose and a specific length of time. In no case shall temporary employment exceed ninety (90) workdays. In addition, a temporary employee schedule shall not exceed six (6) calendar months. Benefits accompany any temporary employee in a position of sixty (60) calendar days or longer. All temporary employees shall be paid holidays. Any extension of this time must be by mutual agreement of the Union and District. The only other provisions of this Agreement that apply to temporary employees shall be the same provisions as apply to substitute employees under Section 11.4.

**Section 10.4** A Substitute Employee is a worker who is employed on an intermittent basis to fill the position usually occupied by a regular employee during said employee's absence. Substitute employees employed for more than thirty (30) days of work within any twelve (12) month period ending during the current or immediately preceding school year, or substitute employees working more than twenty-five (25) consecutive work days and who continues to be available for employment, shall be included within this bargaining unit provided that the only sections of this Agreement which shall apply are Articles 1, 2, 4 (except that the decision to not re-hire shall not be considered a discharge), 5, 6, 8, 9, 10, 11 (except for Section 11.5), 14, 16 and 17.

**Section 10.5 Evaluation.** All regular year-round full-time and regular part-time employees will be evaluated by their immediate supervisors on an annual basis. Probationary employees shall be evaluated twice within the probationary period.

**Section 10.5.1** The District shall provide an opportunity for employees to submit feedback on the performance of substitutes.

**Section 10.6 Classified Duties.** Classified staff may be used to supervise school children in non-instructional activities, and in instructional activities while under the supervision of a certificated employee.

### **Section 10.7 Position Classification.**

- a). New Job Titles. The base wage for new job titles will be bargained with the Union.
- b). Existing Job Titles. An employee who believes that his/her position substantially resembles the autonomy, responsibility, and technical skill of a higher paid job title within the employee's classification may submit a reclassification request to Chapter President. The request shall be on the "Reclassification Request Form" found in Exhibit H.
  - i. Upon receipt of the Reclassification Request Form, the Superintendent or Designee shall convene a Reclassification Committee that will meet within two (2) weeks of receipt of the Reclassification Request Form unless mutually agreed otherwise. The team shall include two (2) labor representatives, designated by the union, two (2) management representatives, designated by the Superintendent, and the Superintendent or Assistant Superintendent.
  - ii. The employee requesting reclassification shall be given the opportunity to present her/his request to the committee for consideration. The request for reclassification should be evaluated based on the aforementioned characteristics. (Autonomy, Responsibility, Technical Skill) with other job titles within the classification as points of comparison.
  - iii. Following the presentation by the requestor, the committee shall meet in private to discuss, and ultimately vote on the reclassification request. The Superintendent shall only vote in the case of a tie (a 2-2 vote).
  - iv. The Superintendent will communicate the committee's decision to the applicant and the President of the unit in writing within one (1) business day of the decision. He/She will communicate the final vote result as well as the vote margin to the applicant.
  - v. Should the committee split on a 2-3 vote, the requestor may utilize the grievance procedure to appeal the decision.
  - vi. If the committee grants the applicant's request for reclassification, the applicant will receive back pay for the new job title back to the date of application. Job title seniority shall be determined by the date the employee's responsibilities substantially changed to comport with the new job title, as determined by the reclassification committee.

**Section 10.8 Temporary Transfer.** Employees covered by the Agreement may be temporarily transferred to other job titles within their classification or may be used for relief of employees under other job titles within their classification. If temporarily transferred to a higher paid job title, for other than training purposes, an employee shall receive the rate applicable to the higher job title rate for all work performed in the higher job title. If an employee is temporarily transferred to a lower paid job title, he/she shall continue to receive his/her regular rate of pay unless such transfer is made permanent. A transfer to a lower paid job title made at the request of, or for the convenience

of the employee, shall not be deemed a temporary transfer regardless of the duration of the transfer and shall be paid at the rate applicable to the work being performed.

**Section 10.9 Custodial Temporary Assignments.** Temporary opportunities of three (3) or more days for work under the job title custodian shall be offered by job title seniority, provided that the temporary opening created by an employee exercising his or her seniority to fulfill such temporary assignment shall be filled by a substitute and not subject to further "domino" or "daisy-chain" bumping.

## **ARTICLE 11 - SENIORITY**

**Section 11.1 Seniority.** No seniority shall apply to an employee until he/she has completed his/her probationary period. On satisfactory completion of his/her probationary period, the employee shall be credited with District, Classification and Job Title seniority from his/her date of hire. All seniority shall be considered broken by discharge, resignation, retirement, or layoff greater than two (2) years.

**Section 11.1.1. District Seniority.** District seniority will mean an employee's total length of service with the District.

**Section 11.1.2. Classification Seniority.** The bargaining unit is made up of six (6) classifications: Instructional Support, Food Service, Facilities, Technology, Security, Support Services. Classification seniority means work under any job title in a classification. An employee transferring from one classification to another will earn seniority in the new classification from the date of transfer but will continue to accrue seniority in the original classification, provided he/she served six (6) months in the classification. An employee may hold seniority in two (2) or more classifications. There is no bumping between classifications unless the employee holds seniority in both classifications.

**Section 11.1.3. Job Title Seniority.** Each classification includes at least one (1) job title. Job title seniority means work under a job title. An employee with the necessary skills, abilities and qualifications to work in another job title in the same classification may bump a less senior ~~junior~~ employee in cases where the employee would otherwise be subject to layoff.

| <b>Classification:</b> | <b>Instructional Support</b>   | <b>Food Service</b>   | <b>Facilities</b>  | <b>Technology</b>                     | <b>Security</b> | <b>Support Services</b>             |
|------------------------|--|-----------------------|--|---------------------------------------|-----------------|-------------------------------------|
| <b>Job Titles:</b>     | Paraeducator<br><br>DSP<br>Paraeducator<br><br>Program<br>Specialist | Cook<br><br>Head Cook | Custodian/<br>Grounds<br><br>Lead Grounds<br><br>Maintenance<br><br>HVAC<br>Journeyman<br><br>Limited<br>Maintenance<br>Electrician<br><br>Short-term<br>Laborer | Tech I<br><br>Tech II<br><br>Tech III | Security        | Nurse<br><br>Behavior<br>Specialist |

**Section 11.1.4. Position.** An employee’s position consists of the employee’s job title, location, and assignment.

**Section 11.2 Probationary Period.** A probationary period of ninety (90) working days shall be established for all new employees. The probationary period may be extended by an additional thirty (30) working days if an evaluation of the employee's performance is completed and the employee is not satisfactory in all evaluative categories. Probationary employees may be summarily discharged.

**Section 11.5 Layoffs and Recalls.**

**Section 11.5.1** When the District contemplates a layoff or an elimination of a position within the bargaining unit, the District shall meet with a representative of the Union in a timely manner to explain the reasons for the layoff.

**Section 11.5.2** 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.

**Section 11.5.3** An employee who is about to be laid off as a result of being the least senior in a position, shall have the opportunity to bump another employee who has less seniority in that classification provided the employee who is about to be laid off can satisfactorily perform the job. The employee may also choose to decline to bump another employee and volunteer for layoff. The employee’s rights to recall shall be the same as other employees involuntarily laid off.

**Section 11.5.4** An employee who is about to be laid off as the result of being the least senior in a position and who cannot bump into another position in his or her classification, shall have

the right to bump another employee in any classification in which he or she previously worked, 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 can satisfactorily perform the job.

**Section 11.5.5** Employees laid off shall retain the right to recall up to two (2) years from the date they are laid off. Employees recalled by the District shall be reinstated with seniority rights accumulated as of the date of their layoff. Before recalling a laid off employee, the District shall comply with the posting and promotion language in Section 11.6 and the adding hours language in Section 11.7. 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 unless all laid off employees have rejected the position.

**Section 11.5.6** Notice of recall shall be sent to the employee by return receipt requested mail at his/her last known address, if the District has not successfully contacted the employee directly by telephone or email. It is the employee's responsibility to apprise the District of their address so that the District can contact them. Employees shall respond to the recall notice within two (2) business days. Employees who on the second offer reject or fail to respond to an offer of a comparable position (same classification and within one hour per day of the daily scheduled hours) within this time 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.

**Section 11.6 Postings and Promotions.** Notice of new positions or vacancies shall be e-mailed to all current employees at all buildings five (5) full work days before advertising to outside applicants. The District will notify and discuss with the Union if the position will not be posted within thirty (30) days. All postings will have a posting date and a closing date. All postings will be available to current employees on the District website. A position shall not be considered new or vacant if filled by the transfer of employees as described below.

All current employees who demonstrate that they meet the minimum qualifications and submit a letter of interest describing their qualifications for a new or vacant position shall be offered an interview. Employees are encouraged to submit updated application materials for their personnel file at any time. Where all relevant factors, the necessary skills, abilities, and qualifications for the position are relatively equal, District seniority shall govern. The District will not consider outside applicants until all current employees have already been interviewed and considered.

Prior to any involuntary transfer, the District and the Union will meet to discuss the rationale and selection of employees for transfer. Except for disciplinary transfers subject to just cause, employees will be involuntarily transferred to different assignments within their job classifications only to accommodate changes in student, program, or enrollment needs. The District will first ask for volunteers among the affected employees, and if no employee volunteers, the least senior employee in the affected assignment will be reassigned unless the District and the Union agree otherwise.



**Section 11.7 Added Part-Time Hours - Maintenance/Custodian, Grounds.** When the hours of any part-time position in Maintenance/Custodian and Grounds increase to the number of hours of a regular shift (eight (8) hours) in that classification, the position shall be offered by seniority within the classification.

**Section 11.8 Added Hours – Instructional Support.** If an additional Instructional Support or Food Service assignment of one (1) hour or less is available at a location, such notice of assignment shall be emailed to employees and limited to staff at the location only. Instructional Support employees or Food Services currently working at that location may apply for that time within classification. The time will be assigned by seniority within the classification if they have the necessary skills, abilities, and qualifications and if their current schedule would allow for such time. If no one at that location fills the assignment, it will be posted District-wide to Instructional Support staff. The employee shall receive the wage rate (at their longevity step per Exhibit G) for the position being filled.

**Section 11.8.1** Any increased hours over one (1) hour will be posted district wide.

**Section 11.8.2** Additional time will not be assigned if it would result in overtime or conflict with required rest periods. Assignment of hours shall not be made if it would have a negative impact on a student's instruction.

**Section 11.9 Reduced Hours- Instructional Support.** When it is necessary to reduce Instructional Support employee hours more than one (1) hour per day, the hours will be reduced from the least senior employee within the position. When the hours of an Instructional Support employee drop below four (4) hours a day as a result of a District reduction in hours, the employee shall have the option of being placed on the layoff list. The District shall make a reasonable effort to keep Instructional Support hours the same throughout a school year.

**Section 11.10 Rescheduled Shifts.** When the District reschedules a swing or night shift position to a different (earlier) start time of more than two (2) hours, the position shall be posted and offered by seniority within the job title.

**Section 11.11 Probation in Promotion.** Any employee who is promoted may be returned or elect to return to his/her former position without prejudice within thirty (30) working days from the time of promotion.

**Section 11.12 Opportunities for Employees.**

**Section 11.12.1** Scheduled non-school day custodial employment opportunities will be offered by seniority, first to current employees within the classification that work is to be done, once that group has been exhausted current employees outside of said classification shall be offered the opportunities. If the District has non-school day custodial employment opportunities remaining after all current interested employees are provided work, the District may hire temporary employees to accomplish the work. Current employees accepting these non-school day custodial employment opportunities shall be paid the base rate of the position being

filled or the employee's regular rate whichever is greater. Temporary employees employed for extra summer custodial work shall be paid at eighty five percent (85%) of the custodial base rate, or minimum wage, whichever is higher.

**Section 11.12.2** Employees designated to work shall be notified in writing at least one (1) week prior to the beginning of the work scheduled.

**Section 11.12.3** A letter of application for employment for summer custodial work must be on file with the District Office by April 15 each year.

**Section 11.12.4** Upon request, the District shall provide the union a list of employees with applications on file.

**Section 11.12.5** Occasional substitutes for non-school day employment shall be called in a manner consistent with the above:

- a. Opportunities offered by seniority, first to current employees within the classification, next to employees outside the classification, and then to temporary employees.
- b. Employees must have a letter on file, as referenced above, to be available for this work.

**Section 11.13 Job Shares.** The District will accept proposals from two (2) employees to share one (1) position. The District reserves the right to approve or reject the application. If the job share dissolves, the remaining employee will be required to assume the entire position. Each employee will be entitled to pay and other benefits in proportion to the employee's FTE. Effective January 1, 2020, each employee will be entitled to pay for time worked and other benefits if eligible.

**Section 11.14 Early Release and Late Arrival Days.** Paraeducators will be given the option to work their regularly scheduled hours on any student early release days and on secondary late arrival days that accommodate state testing. If paraeducators are required to work this time in 2019-20, they will be given thirty (30) calendar days' notice. For subsequent years the District will provide notice of required training prior to the first day of school. Employees who miss required training shall collaborate with the District for make-up training opportunities.

**Section 11.15 Inclement Weather Make-Up.** When the start of school is postponed or released early due to inclement weather or other emergency, school-year employees who lose hours may arrange with their supervisor an opportunity to make up the lost hours of work.

**Section 11.15.1** When school is postponed or released early due to inclement weather, school-year employees are expected to arrive no later than the postponed start time for that employee or their regular start time if their regular start time is after the postponed school start. Full-year staff (custodial, maintenance, and technologists) should arrive as close to their usual start time as they safely can.

**Section 11.15.2** When school is canceled due to inclement weather, school-year employees are

excused from reporting to work that day and will be required to report to work on the day when the make-up day is scheduled. Full-year staff (custodial, maintenance, and technologists) are expected to report for their regularly assigned hours.

**Section 11.15.3** Employees must report their absence when they cannot arrive to work in a safe and timely fashion.

- a. Staff who are unable to report on time for their assignments may utilize appropriate forms of paid leave, or use unpaid leave when they miss work due to inclement weather.
- b. Staff who are unable to report on time for their assignments and do not have or wish to use appropriate forms of paid leave may, in consultation with their immediate supervisor, make up lost time under the following conditions and limitations:
  - i. Extending shifts in the remainder of the current or next work week
  - ii. Adding shifts on non-work days within the same work week; or
  - iii. Extending shifts or adding days in work weeks that contain a paid holiday
- c. Supervisors cannot compel employees to make up time.
- d. Under no circumstances shall an employee make up time when it would cause them to work more than forty (40) hours in a given work week.
- e. In making up time, the employee agrees to waive overtime pay for over eight (8) hours per day as defined in Section 13.5.2 and 15.4.5.
- f. Make up time will be documented by employee and supervisor.

## **ARTICLE 12 - HOURS AND OVERTIME**

**Section 12.1 Overtime.** Overtime, except custodians, (see below) will first be offered to the person who is doing the work during their regular hours. Next, overtime will be offered by seniority to the qualified employees within the position the overtime (extra time) is needed. If no employees within the position accept the overtime, it may be offered in the job title, and then the classification. Overtime offered to custodian/maintenance employees of less than three (3) hours shall first be offered by seniority within the building and second by classification seniority. When possible overtime of three (3) or more hours shall be offered by overall seniority.

**Section 12.2 Work Schedule.** The normal full-time work schedule shall consist of forty (40) hours per week. Sunday work may be required only in cases of emergency or special rental of equipment assignment. Specific assignments will be distributed to employees within the job title.

**Section 12.3 Assignment Time.** The District shall have the right to establish work schedules and starting times. Each employee will be assigned a definite shift with designated times of beginning and ending, which shall not be changed without two (2) calendar weeks prior notice, or mutual agreement of the employee and supervisor. However, exceptions to this could occur due to emergencies or unusual circumstances.

**Section 12.4 District Committee Work.** When required or requested by the District to serve on

District committees outside of normal work time, including calendar, benefits, and safety committees, the employee shall be compensated at his/her classified rate.

**Section 12.5 Workweek.** A workweek shall begin at 12:01 a.m. Sunday, and end at midnight the following Saturday. Time shall be calculated to the nearest fifteen (15) minutes.

**Section 12.5.1** All employees working more than five (5) hours per day shall have one-half hour (30 minutes) uninterrupted lunch. Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period, and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at the applicable wage rate.

**Section 12.5.2** Employees working four (4) to six (6) hours per day shall have one (1) ten (10) minute break. Employees working more than six (6) hours per day shall have two (2) ten (10) minute breaks.

**Section 12.5.3** All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at the rate of one and one-half (1 1/2) times the employee's hourly rate. By mutual agreement, the District and employees may schedule work weeks where employees work more than eight (8) hours a day, but only forty (40) hours per week, and do not accrue overtime.

**Section 12.5.4** For all employees, a two (2) hour minimum work period shall be guaranteed for call-out or show-up time, with the exception of an act of God and/or inclement weather. For cooks and custodians, a two (2) hour minimum work period shall be guaranteed for show-up time when the District closes for inclement weather. The employee must actually have reported for work and not have been notified previously.

**Section 12.6 Conferences/Workshops/Training.** Any District approved job related training course or workshop either requested by the employee or required by the District will be at the District's expense unless some other accommodation is mutually agreed to. The District will post all information concerning workshops and/or training programs. For special schooling or training required by the District, outside of the employee's regular working hours, the employee will be paid at his/her regular hourly rate of pay for all time in attendance, plus any fee or tuition.

**Section 12.7 Mileage Reimbursement.** When acting in accordance with assigned duties or when requested to travel and a District vehicle is not available, and the employee is using his/her own private vehicle, an employee shall be reimbursed for such travel at the maximum rate allowed all employees of the Woodland School District.

## **ARTICLE 13 - SAFETY, ACCIDENTS, COURT APPEARANCES, MEDICAL EXAMS**

**Section 13.1 Safety.** It is mutually recognized that safety within the confines of District

operations is paramount and that the District may require or provide first aid, CPR, automated external defibrillator (AED), and/or fire prevention courses to all classified employees within the District. The District may require first aid courses of all employees who work with or are around children. It is agreed that all employees shall be vigilant in observing unsafe or hazardous objects or conditions and reporting them immediately to the appropriate personnel for correction. If a safety class is required, employees shall be compensated pursuant to 12.6 of the Agreement.

**Section 13.2 Accidents.** Any employee involved in an accident shall immediately report the accident and physical injury sustained. The employee shall complete an accident report on forms supplied by the District and shall turn in all available names and contact information of witnesses to the accident. Accident reports shall be presented in compliance with present policy, a copy of this shall be included in the District rules. Failure to comply with this provision shall subject an employee to disciplinary action by the District.

**Section 13.3 Appearance in Court.** When an employee is required by the District to appear in court, or before an attorney for the purpose of testifying, because of an accident he/she may have been involved in during working hours, the employee shall be compensated in full by the District for all time required to be spent, computed at his/her hourly rate of pay because of his/her appearance.

**Section 13.4 Medical Examinations.** When a health examination is required, the cost of such examination shall be paid by the District. In some circumstances (an independent medical examination for example), the District will direct the employee to a medical professional.

## ARTICLE 14 - BENEFITS

### **Section 14.1 Vacation.**

**Section 14.1.1** Each regular year-round employee who has completed twelve (12) consecutive calendar months of employment shall be eligible for a paid vacation. After one (1) year of continuous service with the District, an employee covered by this Agreement shall be entitled to two (2) weeks at the current straight-time rate of pay in effect when the vacation is taken. After two (2) continuous years of service with the District, one (1) additional day of paid vacation shall be successively added to his/her vacation annually until he/she has earned four (4) weeks.

**Section 14.1.2** All vacations must be arranged with and approved by the immediate supervisor. Written requests must be made four (4) weeks prior to the planned vacation. Summer vacations must be requested prior to June 1. Vacations during the school year may be limited both in terms of availability and duration to limit the need for substitutes and to assure an adequate work force. If all vacation requests for specific dates cannot be accommodated, employee

requests will be granted in order of seniority.

**Section 14.1.3** Unused vacation time may not be carried beyond two (2) years, except that employees may carry over vacation to be used in the third year if the employee presents a plan for using the days and the employee's supervisor approves the plan.

**Section 14.1.4** Any person leaving employment and entitled to vacation time will receive up to thirty (30) days' vacation pay prorated by workdays in lieu of vacation time provided a minimum of two (2) weeks' notice of his/her leaving is given in writing to his/her immediate supervisor or the Superintendent.

**Section 14.1.5** If a paid holiday occurs while an employee is on vacation, the employee shall not be charged vacation time for the holiday.

**Section 14.1.6** If an employee is called back from vacation, he/she shall receive the overtime rate of pay for all hours worked and shall be given the remainder of his vacation with pay at a later date unless mutually agreed upon by both parties, in which case he/she would be paid at his/her regular rate of pay.

**Section 14.1.7** An employee who works twelve (12) months a year shall have his/her vacation pro-rated according to the number of hours worked the previous year.

**Section 14.1.8** An employee who completes twelve (12) consecutive calendar months of service shall be eligible for paid vacation time to be calculated on actual hours worked in the classification that covers the said twelve (12) month period.

**Section 14.2. Holidays.**

**Section 14.2.1** All regular employees shall receive pay for the following holidays based upon the hours of work usually performed by them and upon their job title rate:

- |                                    |                            |
|------------------------------------|----------------------------|
| Labor Day                          | Veteran's Day              |
| Thanksgiving Day                   | Day after Thanksgiving     |
| Day before or after Christmas      | Christmas Day              |
| New Year's Eve Day                 | New Year's Day             |
| Martin Luther King, Jr.'s Birthday | Presidents' Day            |
| Memorial Day                       | *Independence Day (July 4) |

**Section 14.2.2** The employee, to be eligible for holiday pay, must have worked the scheduled day before and the next scheduled working day following the holiday, unless on bona fide vacation or excused by the Employer. To be eligible for the Labor Day and Independence Day (July 4) holidays, an employee must work on a year-round basis (e.g. 260-day employee). To be eligible for the Labor Day holiday, employees must either complete the prior work calendar in good standing or be hired as a new employee prior to Labor Day in order to receive the holiday

pay for that day.

**Section 14.2.3** Should any of these paid holidays fall on a Saturday or Sunday, then the calendar committee shall schedule the holiday on non-school days, or the Superintendent shall arrange to add to the employees' paid vacation time.

**Section 14.2.4** If an employee is required to work on a paid holiday, he/she shall receive in addition to holiday pay, one and one-half (1 ½) times his/her regular straight time rate of pay for all hours worked.

**Section 14.2.5** An employee shall receive credit for weekly overtime purposes for the number of hours he/she is regularly scheduled to work on any of the above holidays which fall within his/her regular scheduled workweek, regardless of whether or not work is performed on such holiday.

### **Section 14.3 Leaves.**

**Section 14.3.1 Illness, Injury, Emergency Leave.** Illness, injury, or emergency leave of twelve (12) days, per school year (or pro-rated for employees hired mid-year), shall be allowed each employee, to be taken in three (3) hour or more increments if a substitute is required. For the purpose of this section, an emergency is defined as a problem that has been suddenly precipitated or is unplanned, or where pre-planning could not relieve the necessity for the employee's absence. Such leave benefits shall accrue from year to year. Accumulated illness, injury, or emergency leave hours will be shown monthly on the employee's payroll statement.

**Section 14.3.1.1** The District may request doctor's verification of illness after five (5) consecutive days of employee absence.

**Section 14.3.1.2 Annual Conversion of Accumulated Illness, Injury, and Emergency Leave.** Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave days.

**Section 14.3.2 Bereavement/Serious Illness Leave.** In the event of a death in the immediate family, leave with pay, up to five (5) days for each occurrence, will be extended to regular employees. "Immediate family" shall include father, mother, brother, sister, wife or husband, son or daughter, grandfather or grandmother, grandchild, or the same as related by marriage, or someone living in the same household. "Immediate family" may include bereavement for any individual approved by the Superintendent upon request from the employee showing unique circumstances. An employee may request an additional two (2) days, which may be granted by the Superintendent for travel or other extenuating circumstances.

**Section 14.3.3 Family Care Leave.** All employees shall be permitted to use accrued sick leave to care for immediate family members including parents and in-laws with a health condition that requires treatment or supervision.

**Section 14.3.4 Maternity Leave.** Upon application, the District shall grant unpaid maternity leave. Such leave shall commence at such time as the employee, and her medical advisor, deem necessary. Employees granted maternity leave must return to work not later than one (1) year following the granting of the maternity leave. The employee shall notify the District within thirty (30) days after the birth of the child of her expected date of returning to work. Employees granted maternity leave may, at their option, be allowed compensation for maternity leave in relation to the amount of accrued sick leave credited to her. Before returning to work, the employee must be certified by her physician as ready and able to return. The employee shall be entitled to return to the position held when the leave started.

**Section 14.3.5 Adoption Leave.** Adoption leave shall be granted upon timely application to the employee's immediate supervisor, 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.) If personal leave is available, the first two (2) days of adoption leave will be deducted from said leave. The District will pay a maximum of three (3) days adoption leave per year. Such leave may be used for court and legal procedures, home study and evaluation and required home visitations by the adoption agency, not possible to schedule outside of regular school hours.

**Section 14.3.6 Personal Leave.** The District will provide regular part-time employees five (5) days of personal leave during each school year. These days will be subtracted from Illness, Injury, and Emergency leave accumulation. Personal leave may not be used the first or last student attendance week nor to extend a holiday without expressed written permission of the Superintendent or his/her designee.

All regular full-time employees will be granted two (2) days (non-accumulative) personal leave. This personal leave will be for significant personal reasons which cannot be conducted outside the school day and cannot be used for leave that is covered under other sections of this Agreement and is not part of Illness, Injury, Emergency leave accumulation. Custodians/Grounds leave is granted upon the Maintenance Director's receipt of a written request. All other full-time regular employees' leaves are granted upon written request to their supervisor or designated administrator. Employees with more than ten (10) year's service may schedule these days in conjunction with Vacation days.

**Section 14.3.7 Extended Leave.** Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee may be granted an extended leave of absence, without pay, for a period not to exceed six (6) months. Upon application, the leave of absence may be extended for an additional six (6) months. This leave may also be granted when an employee's illness/injury leave is expended and the employee is not able to return to work. The employee shall retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, seniority, vacation credits, and sick leave shall not continue to accrue while the employee is on leave of absence (except that seniority shall continue to accrue for employees on worker's compensation leave). The employee shall have the option upon his/her return to resume the position he/she held when the leave began, unless the position no longer exists. The employee granted a leave of absence for a specific amount of time will be expected to remain on leave for the term granted.



**Section 14.3.8 Jury Duty and Court Appearance Leave.** Leave of absence shall be authorized for jury duty or under subpoena as a disinterested witness in court. The employee shall return to work at any time the employee is released from attendance in court. Employees are required to show proof of service.

**Section 14.3.9 Leave Sharing.** Consistent with RCW 28A.400.380 and Chapter 392-126 WAC, a leave sharing program is available to staff.

**Section 14.4 Medical Benefits.** Beginning January 1, 2020, health benefits funds in the amount designated by the State for each eligible employee will be passed on to state School Employees Benefits Board (SEBB). The District will contribute health benefit funds for each eligible employee at the rate contributed in 2018-19 (including the additional fourteen dollars (\$14.00) per month per employee), and provide up to seventy five dollars (\$75.00) per month of the HCA carve out through December 31, 2019. Additionally, the District shall provide ten dollars (\$10.00) per month to individual VEBA accounts for each benefit eligible employee, who creates a VEBA account with the District.

**Section 14.4.1** The monthly premium may be used to provide the “Basic Benefit” programs as provided by the District through December 31, 2019.

**Section 14.4.2** A paraeducator hired to work with a specific student only when the student is at school shall have his/her benefits based on the posted weekly hours of work.

**Section 14.5 Uniforms.** Coveralls for maintenance and custodial employees will be furnished by the Employer when requested in writing.

## ARTICLE 15- WAGES AND PAYROLL

**Section 15.1 Wages.** For work between January 1, 2019, and August 31, 2019, wages shall be increased as shown in Appendix G of the agreement., Wages shall be increased by the state inflation adjustment (Implicit Price Deflator, IPD) in 2019-2020, and IPD or three percent (3%) whichever is greater in 2020-21, and 2021-22.

Substitutes shall receive the base wage rate for the job title being filled.

Employees shall be paid at the hourly rates provided in Exhibit G. Movement to the next step on the wage schedule shall be effective on September 1 of each school year. Employees eligible for increment movement based on years of experience and hired on or before June 30 of a year shall be granted movement on the wage schedule on the September 1 of that school year.

Employees who transfer to other classifications shall retain their District longevity step placement on the wage schedule above.

**Section 15.2 Paychecks.** Employees shall receive twelve (12) paychecks per year. Computation will be the number of work days in the year (including holidays) figured at the employee's daily rate. Any overtime or adjustments to the daily hours will be adjusted during the month worked.

**Section 15.3 Apprenticeship Program.** Participation in the Apprenticeship Program shall be strictly voluntary and available to all employees working under this Agreement. The District will reimburse tuition (up to sixty dollars (\$60.00) per credit, and books, and fees in full. Upon satisfactory completion of the apprenticeship program or an associate's degree or higher, the individual shall receive an extra seventy cents (\$0.70) per hour.

**Section 15.4 Out of Class Pay.** When a custodian or grounds person is authorized by the Superintendent or Designee to perform the day to day tasks and responsibilities of the Director of Facilities and Safety Services for a full day or longer in the Director's absence, the employee shall be paid an additional three dollars (\$3.00) an hour. The employee has the responsibility to call a substitute to cover his/her regular duties. The employee's responsibilities include limited supervisory duties to direct the work force.

**Section 15.5 Payday.** Employees shall be paid on the last business day of each month. Employees shall be notified annually of the paydays for the coming school year.

**Section 15.6 Direct Deposit.** Monthly pay warrants shall be directly deposited into a bank account identified by each employee. Employees hired prior to September 1, 2005, shall have the option of receiving a paper version of the monthly pay warrant or directly depositing such pay warrant into a bank account through August 31, 2020, after which direct deposit shall be required.

**Section 15.7** When an employee is asked to work on a committee to develop or implement a grant proposal, upon the Union's request, the District will meet with the Union to determine whether the work should be paid at the employee's regular hourly rate or a special rate negotiated for that specific project.

**Section 15.8** Paraeducator positions that require a second language shall be paid an additional one dollar (\$1.00) per hour.

**Section 15.9** Effective September 1, 2019, Diverse Support Program Paraeducators (DSP Paraeducators) are defined as paraeducators who are assigned to self-contained special education classrooms, including the Partners in Transition, or special education pre-school. DSP Paraeducators shall be paid an additional eighty cents (\$0.80) per hour.

## **ARTICLE 16- DURATION OF AGREEMENT**

**Section 16.1** This agreement, as ratified, shall remain in effect until August 31, 2022.

**Section 16.2** This Agreement represents the entire Agreement between the District and the Union and supersedes all prior agreements and cancels all previous written agreements between the parties and shall become of full force and effect until midnight, August 31, 2022.

This Agreement shall remain in full force and effect. The parties further agree that this Agreement may be reopened by either party upon thirty (30) days written notice only for negotiations and agreement regarding any provision(s) invalidated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this \_\_\_\_ day of \_\_\_\_\_, 2019.

FOR THE DISTRICT

FOR THE UNION

By:

By:

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

## EXHIBIT A — MEMBERSHIP CARD

### Membership Card and Authorization for Payroll Deduction

I hereby request and accept membership in SEIU Local 925 and authorize my employer to deduct the correct amount of dues and fees and remit such dues to the Secretary-Treasurer of SEIU Local 925.

Today's Date \_\_\_\_\_

Signature \_\_\_\_\_ Employer \_\_\_\_\_ Hire Date \_\_\_\_\_

Print Name \_\_\_\_\_ EID # \_\_\_\_\_

Ethnicity (optional) \_\_\_\_\_ Languages (optional) \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Cell Phone \_\_\_\_\_ Texts – OK YES  NO

Home Phone \_\_\_\_\_ Home Email \_\_\_\_\_

Work Phone \_\_\_\_\_ Work Email \_\_\_\_\_

Job Title \_\_\_\_\_ Job Class Code \_\_\_\_\_ Hourly Wage \_\_\_\_\_ Monthly Salary \_\_\_\_\_

Mail Box# (if applicable) \_\_\_\_\_ Dept \_\_\_\_\_ Hours Per Week \_\_\_\_\_

Work Location (Bldg/ Floor/ Room #) \_\_\_\_\_

Work Street Address (if applicable) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Are you a Registered Voter? YES  NO

**I am interested in learning and doing more for my Union.**

Let me know about:

- Being a Steward                       Lobbying/Political Work  
 Being a Union Contact for your Area     Organizing

Do not write in this space

Effective Date: \_\_\_\_\_

Date Sent to ER: \_\_\_\_\_

Questions? Call 206-322-3010 or 1-866-SEIU925 (1-866-734-8925). Fax: 206-547-5581. If you move to a position out of the bargaining unit, you must notify your Payroll Office in writing to stop your payroll deduction (and copy our office as well). Dues, fees and assessments to this organization are not deductible as charitable contributions for federal income tax purposes. Dues paid to this organization, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue code.

### Voluntary Contribution for SEIU COPE (Committee on Political Education)

COPE is the vehicle within our parent union, Service Employees International Union (SEIU), by which union members affect laws that impact our lives. The focus of COPE and our local political action work is electing reasonable people to executive and legislative offices who will stand up for working people. Your involvement and contribution are essential in making this an effective program.

I hereby authorize SEIU Local 925 to file this payroll deduction with my Employer and for my Employer to forward the amount specified below to SEIU COPE. This authorization is made voluntarily, based on my specific understanding that: 1. The signing of this form and the making of voluntary contributions are not conditions of my employment by my Employer or membership in the Union; 2. I may refuse to contribute without any reprisal at any time; 3. Only union members and executive/administrative union staff who are U.S. citizens or lawful permanent residents are eligible to contribute to SEIU COPE; 4. The amounts below are merely a suggestion, and that I may contribute more or less by some other means without fear of favor or disadvantage from the Union or my Employer; 5. SEIU COPE uses the money it receives for political purposes, including but not limited to making contributions and expenditures in connection with federal, state and local elections and addressing political issues of public importance. This authorization shall remain in full force and effect until revoked in writing by me. Contributions to SEIU COPE are not deductible for federal income tax purposes.

I authorize my employer to withhold (circle one) \$10 \$7 \$5 per paycheck subject to the terms set forth above. By my signature I state that I have reviewed and agree with the terms set forth above.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ EID \_\_\_\_\_

**EXHIBIT B — GRIEVANCE FORM A**

**FORMAL GRIEVANCE  
PRESENTATION (Step 2)**

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

EMPLOYEE: \_\_\_\_\_

DATE OF SUBMITTAL: \_\_\_\_\_

UNION REPRESENTATIVE  
OR DESIGNEE: \_\_\_\_\_

DATE OF PRESENTATION TO  
IMMEDIATE SUPERVISOR: \_\_\_\_\_

WORK LOCATION: \_\_\_\_\_

SUPERVISOR: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Employee or Union

\_\_\_\_\_  
Date

(Disposition of grievance is on the reverse side.)

**EXHIBIT C — GRIEVANCE FORM C**

**NOTIFICATION OF APPEAL**

(Step 4)

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

EMPLOYEE: \_\_\_\_\_ DATE OF SUBMITTAL: \_\_\_\_\_  
(To Superintendent for Board)

UNION REPRESENTATIVE OR DESIGNEE \_\_\_\_\_

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

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

Grievant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Union Representative: \_\_\_\_\_

## **EXHIBIT D — WHAT DOES “JUST CAUSE” MEAN?**

The concept of 'just cause,' referenced in Section 4.1, requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators have articulated many definitions and explanations of "just cause" over the years, including, but not limited to the following tests:

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

These tests are printed here for the education of employees and supervisors, and not as a limitation on the rights of the parties in any particular case.

## **EXHIBIT E — WHAT IS THE “WEINGARTEN RIGHT”?**

The "Weingarten right," referenced in Section 4.3, requires that an employee be given the opportunity to have union representation at an employer's investigatory interview pertaining to the discipline, discharge or suspension of that employee. This rule recognizes that the presence of an able union representative at an investigatory interview may assist the employer in obtaining facts, and may help both sides save valuable time in getting to the bottom of the issue. This opportunity includes the following principles:

1. The employee must request union representation.
2. Rescheduling a meeting to permit a union representative to be present may be appropriate, but the unavailability of a union representative may not unreasonably delay the investigation.
3. The right applies to situations where the employee reasonably believes the investigation will result in disciplinary action. This right does not pertain to "run-of-the-mill-shop-floor conversations" including but not limited to giving instructions, training or needed correction of work techniques.
4. The union representative's role is to assist the employee, not to disrupt or obstruct the interview. The representative's role may include clarifying facts or suggesting other employees with relevant knowledge.
5. If an employee requests union representation, the employer may decide to continue the investigation without interviewing the employee. The employer is not required to justify this decision.

These duties and responsibilities are printed here for the education of employees and supervisors, and not as a limitation on the rights of the parties in any particular case.



## **EXHIBIT F — WHAT IS THE “LOUDERMILL RIGHT”?**

The "Loudermill right," referenced in Section 4.4, is a constitutional right to fundamental fairness in proceedings relating to the discharge of public employees. The Loudermill right requires that public employees with a property interest in continued employment be afforded the following elements of due process prior to termination:

1. A clear and actual notice of the reasons for termination in sufficient detail to enable the employee to present evidence relating to them.
2. Notice of the evidence supporting the allegations against the employee and the specific nature of factual basis for the charges.
3. A reasonable time and opportunity to present evidence in the employee's own defense.
4. A formal or informal hearing before an impartial decision-maker.

The pre-termination hearing need not definitely resolve the propriety of the discharge. It should be an initial check against mistaken decisions—essentially, a determination of whether there are reasonable grounds to believe that the charges against the employee are true and support the proposed action.

This information is provided for the education of employees and supervisors and is not a limitation on the rights of the parties in any particular case.

**EXHIBIT G — WAGE SCHEDULE (2019-20)**

| <b>Years:</b>                        | <b>1</b> | <b><u>2-3</u></b>        | <b><u>4-5</u></b> | <b><u>6-8</u></b> | <b><u>9-11</u></b> | <b><u>12-14</u></b> | <b><u>15-17</u></b> | <b><u>18-20</u></b> | <b><u>21-23</u></b> | <b><u>24-26</u></b> | <b><u>27+</u></b> |
|--------------------------------------|----------|--------------------------|-------------------|-------------------|--------------------|---------------------|---------------------|---------------------|---------------------|---------------------|-------------------|
| <b><u>Instructional Supports</u></b> |          | 4%                       | 3%                | 4%                | 4%                 | 2%                  | 0.3                 | 0.3                 | 0.3                 | 0.3                 | 0.3               |
| Paraeducator                         | \$16.50  | \$17.16                  | \$17.66           | \$18.32           | \$18.98            | \$19.31             | \$19.61             | \$19.91             | \$20.21             | \$20.51             | \$20.81           |
| Paraeducator with Apprenticeship     |          |                          | \$17.20           | \$17.86           | \$18.36            | \$19.02             | \$19.68             | \$20.01             | \$20.31             | \$20.61             | \$20.91           |
| DSP Paraeducator (Para +\$.80)       | \$17.30  | \$17.96                  | \$18.46           | \$19.12           | \$19.78            | \$20.11             | \$20.41             | \$20.71             | \$21.01             | \$21.31             | \$21.61           |
| DSP Para with Apprenticeship         | \$18.00  | \$18.66                  | \$19.16           | \$19.82           | \$20.48            | \$20.81             | \$21.11             | \$21.41             | \$21.71             | \$22.01             | \$22.31           |
| Program Specialist                   | \$19.25  | \$20.02                  | \$20.60           | \$21.37           | \$22.14            | \$22.52             | \$22.82             | \$23.12             | \$23.42             | \$23.72             | \$24.02           |
| Prog. Spec. with Apprenticeship      |          |                          | \$19.95           | \$20.72           | \$21.30            | \$22.07             | \$22.84             | \$23.22             | \$23.52             | \$23.82             | \$24.12           |
|                                      |          |                          |                   |                   |                    |                     |                     |                     |                     |                     |                   |
| <b><u>Food Service</u></b>           |          |                          |                   |                   |                    |                     |                     |                     |                     |                     |                   |
| Cook                                 | \$15.50  | \$16.12                  | \$16.59           | \$17.21           | \$17.83            | \$18.14             | \$18.44             | \$18.74             | \$19.04             | \$19.34             | \$19.64           |
| Head Cook                            | \$17.25  | \$17.94                  | \$18.46           | \$19.15           | \$19.84            | \$20.18             | \$20.48             | \$20.78             | \$21.08             | \$21.38             | \$21.68           |
|                                      |          |                          |                   |                   |                    |                     |                     |                     |                     |                     |                   |
| <b><u>Facilities</u></b>             |          |                          |                   |                   |                    |                     |                     |                     |                     |                     |                   |
| Grounds                              | \$18.25  | \$18.98                  | \$19.53           | \$20.26           | \$20.99            | \$21.35             | \$21.65             | \$21.95             | \$22.25             | \$22.55             | \$22.85           |
| Custodian                            | \$18.25  | \$18.98                  | \$19.53           | \$20.26           | \$20.99            | \$21.35             | \$21.65             | \$21.95             | \$22.25             | \$22.55             | \$22.85           |
| Maintenance /Lead Grounds            | \$21.75  | \$22.62                  | \$23.27           | \$24.14           | \$25.01            | \$25.45             | \$25.75             | \$26.05             | \$26.35             | \$26.65             | \$26.95           |
| HVAC Journeyman                      | \$33.33  | \$34.66                  | \$35.66           | \$37.00           | \$38.33            | \$39.00             | \$39.30             | \$39.60             | \$39.90             | \$40.20             | \$40.50           |
| Limited Maintenance Electrician      |          |                          | \$26.74           | \$26.74           | \$27.81            | \$28.61             | \$29.68             | \$30.48             | \$31.02             | \$31.32             | \$31.62           |
| Short-term Laborer                   | \$15.51  | (85% of custodial step1) |                   |                   |                    |                     |                     |                     |                     |                     |                   |

|                                   |         |         |         |         |         |         |         |         |         |         |         |  |
|-----------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|--|
|                                   |         |         |         |         |         |         |         |         |         |         |         |  |
| <b><u>Technology</u></b>          |         |         |         |         |         |         |         |         |         |         |         |  |
| Tech I                            | \$20.85 | \$21.68 | \$22.31 | \$23.14 | \$23.98 | \$24.39 | \$24.69 | \$24.99 | \$25.29 | \$25.59 | \$25.89 |  |
| Tech II                           | \$23.90 | \$24.86 | \$25.57 | \$26.53 | \$27.49 | \$27.96 | \$28.26 | \$28.56 | \$28.86 | \$29.16 | \$29.46 |  |
| Tech III Programmer/Web Developer | \$30.45 | \$31.67 | \$32.58 | \$33.80 | \$35.02 | \$35.63 | \$35.93 | \$36.23 | \$36.53 | \$36.83 | \$37.13 |  |
|                                   |         |         |         |         |         |         |         |         |         |         |         |  |
| <b><u>Security</u></b>            |         |         |         |         |         |         |         |         |         |         |         |  |
| Security                          | \$19.25 | \$20.02 | \$20.60 | \$21.37 | \$22.14 | \$22.52 | \$22.82 | \$23.12 | \$23.42 | \$23.72 | \$24.02 |  |
|                                   |         |         |         |         |         |         |         |         |         |         |         |  |
| <b><u>Support Services</u></b>    |         |         |         |         |         |         |         |         |         |         |         |  |
| Nurse                             | \$24.00 | \$24.96 | \$25.68 | \$26.64 | \$27.60 | \$28.08 | \$28.38 | \$28.68 | \$28.98 | \$29.28 | \$29.58 |  |
| Nurse w/Apprenticeship            | \$24.70 | \$25.66 | \$26.38 | \$27.34 | \$28.30 | \$28.78 | \$29.08 | \$29.38 | \$29.68 | \$29.98 | \$30.28 |  |
| Behavior Specialist               | \$24.00 | \$24.96 | \$25.68 | \$26.64 | \$27.60 | \$28.08 | \$28.38 | \$28.68 | \$28.98 | \$29.28 | \$29.58 |  |

Summer Tech Assistants shall be paid eighty five percent (85%) of the Tech I rate.

## EXHIBIT H - Reclassification Request Form

Name: \_\_\_\_\_ Work Location: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Please outline, in detail, primary functions of your job. Describe how your current position is substantially different from other paraprofessional positions in terms of:

- 1) **High levels of Autonomy**— the employees operate in nearly total autonomy without day-to-day supervision from a teacher or other certificated staff member.
- 2) **Primary Program Responsibility** — the position is a “one-off” position that has significant responsibility for a specific program. A majority of the tasks involve coordination, organization, and supervision of broad programs.
- 3) **Technical Skill** — the positions require that the employee possess and maintain a higher level of technical skill with specialized software, tools, or techniques.

Add additional pages as necessary.

**Memorandum of Understanding**

In order to complete compensation for the 2018-19 work year prior to the beginning of the new work year, September 1, 2019, the District and the Union agree that the Exhibit G wage schedule for January 1, 2019, to August 31, 2019, tentatively agreed to on July 19, 2019, and attached hereto, shall be put into effect on execution of this Memorandum of Understanding.

For the District:

For the Union:

\_\_\_\_\_  
Michael Z. Green, Superintendent

\_\_\_\_\_  
Jonathan Keefer, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Shawn Nyman, SEIU 925 Rep.

Date: \_\_\_\_\_

## **Memorandum of Understanding**

The District and Association agree that admission to Exhibit G, the Wage Schedule, Steps 21-23, 24-26 and 27+ shall be frozen effective January 1, 2020. Only employees at or above Step 21-23 by January 1, 2020, shall advance on these steps on Exhibit G. Those Steps shall be treated as the rest of the wage schedule regarding negotiated rate increases or state inflation adjustments as those changes are due. No employee shall move beyond Step 18-20 after January 1, 2020.

For the District:

For the Union:

\_\_\_\_\_  
Michael Z. Green, Superintendent

\_\_\_\_\_  
Jonathan Keefer, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Shawn Nyman, SEIU 925 Rep.

Date: \_\_\_\_\_