



COLLECTIVE BARGAINING AGREEMENT

between

Longview School District No. 122

&

Service Employees International Union, Local 925

September 1, 2016

through

August 31, 2020

LONGVIEW SCHOOL DISTRICT NO 122
Notice of Nondiscrimination

The Longview School District is an Equal Opportunity district in education programs, activities, services, and employment. Longview School District does not discriminate on the basis of sex, race, creed, religion, color, national origin, age, veteran, or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal. We provide equal access to the Boy Scouts of America and other designated youth groups. If you have a physical or mental disability that causes you to need assistance to access school facilities, programs, or services, please notify the school principal. This district endeavors to maintain an atmosphere free from discrimination and harassment. Any person who believes he or she has been discriminated against should contact the school principal. In addition, the following district employees, located at 2715 Lilac Street, Longview, have been designated to handle questions and complaints of alleged discrimination:

Title IX Coordinator and Civil Rights Compliance Coordinator

Ron Kramer, Director of Human Resources

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PREFACE

Employees are encouraged to contact administrators or union officers for clarification of any part of this agreement. Good communications are an essential part of this agreement and our continued good working relationship.

S.E.I.U. Local 925

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Following is a list of the 2015-2016 bargaining team members:

FOR THE UNION

Shawn Nyman, Representative
Teri Bunton
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Jesse Braman
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FOR THE DISTRICT

Lorraine Wilson, District Lead Negotiator
Chris Fritsch, Assistant Superintendent
Kenneth Hermanson, Exec. Dir. L&L Secondary
Ron Kramer, Director of Human Resources
Barb Westrick, Board Member

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PREAMBLE

This agreement is made and entered into between the Longview School District No. 122 (hereinafter: Employer) and the Service Employees Union, Local 925 (hereinafter: Union or Bargaining Unit).

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I – UNION RECOGNITION AND COVERAGE

Section 1.1 – Representation/Recognition

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all classified employees of the Employer except for all secretarial and clerical employees and managerial and supervisory employees in the district.

Section 1.2 – Union Work

All work shall be done by union members except for work performed by temporary employees and employees exempt under Article V, Section 5.3.

It is not the intent of the District to hire student workers or to use volunteers to displace union positions.

Section 1.3 – Hiring Temporary Employees

The Employer shall not hire temporary employees who will reduce the regularly scheduled working hours of union employees.

Section 1.4 – Job Classifications

General job classifications or sub-units of the bargaining unit are: paraeducators, food service, maintenance, operations, transportation, warehouse, copy center, technology, and campus security employees.

Specific job classifications shall mean “the individual classifications, as identified in the pay schedules, contained within each general job classification.”

ARTICLE II – RIGHTS OF THE EMPLOYER

Section 2.1 – Customary and Usual Rights

It is agreed that the customary and usual rights, power, functions and authority of management are vested in management officials of the District. Such rights shall include by way of illustration and not by way of limitation, in accordance with applicable laws and regulations, the right to direct the work force, 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 for cause; and the right to release employees from duties because of lack of work or for other legitimate reasons. The Employer shall retain the right to maintain efficiency of the district operations by determining the methods, the means, and the personnel by which such operation is conducted.

Section 2.2 – Reasonable Rules/Contract Work

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to classified personnel policies, procedures and practices, and matters of working conditions, the Employer shall give due regard and consideration to the rights of the Union and the employees and to the obligations imposed by this Agreement.

The District will not contract current employee performed work unless the District needs the work finished on a specific timeline and employees are unavailable or decline overtime. The District will notify the Union of its intent to contract specific jobs with reasonable notice.

ARTICLE III – RIGHTS OF UNION

Section 3.1 – Union Rights

The Union has the right and the responsibility to represent the interests of all employees in the bargaining unit; to present their views to the Employer on matters of concern either orally or in writing; and to enter into collective bargaining negotiations as allowed by law. The Union shall also have the right to represent all employees and itself in pursuing any grievance involving the interpretation or application of the terms of this Agreement.

Section 3.2 – Posting Union Materials

The Union shall be provided with bulletin boards, or sections thereof, for the purpose of posting union materials at each work site. The Union shall also have the right to use the District email, mails and school mailboxes to distribute union material.

Section 3.3 – Using School Facilities for Meetings

After completing and receiving approval on the appropriate district facilities usage form, the Union shall have the right to use school facilities for meetings and school equipment when such equipment is not otherwise in use. The Union shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment.

Section 3.4 – Transacting Union Business During Workday

During the workday representatives of the Union shall be permitted to transact official union business on district property provided such business does not disrupt the educational process or productivity of employees of the district. When meetings are scheduled during the workday, Union representatives are allowed to represent employees and investigate and present grievances to the District without loss of time or pay.

Section 3.5 – Attendance at Union Meetings

Employees whose regular shift occurs at official union meeting times, which are scheduled outside the District's regular student day, will be excused for up to one (1) hour per month to attend such meetings, provided; 1)

prior notice (24-hours) has been given to the immediate supervisor, 2) the building is left secured, and 3) the time absent from his/her job is made up on the same day.

Section 3.6 – Rights of Union to Receive Public Information

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

Section 3.7 – Rights of the Union to Receive Employee Information

Upon request of the president/designee, the District shall provide the Union the following information regarding each employee in the bargaining unit: name, work site, job title, hourly rate of pay, number of posted hours per day, number of days per year, home address, and phone number.

Section 3.8 – Request of Employee Records

The District agrees to notify the Union Representative and impacted employees when the District receives a request for records or information containing personal information of, or pertaining to, employees unless the District decides to withhold the information through an available exemption. The District will provide such notice no less than five work days before the intended release date.

Notice will include:

- A copy of the request;
- A copy of the responsive records, including redactions the District intends to make;
- A direction to name the requestor as a party to any action seeking to prevent disclosure; and
- The actual date the District intends to produce the records unless it is served with a signed court order preventing disclosure.

Personal information includes any of the following, but is not limited to: residential address, residential telephone numbers, personal wireless telephone numbers, GPS or similar location coordinates, personal electronic mail addresses, social security numbers, driver's license numbers and dates of birth. State law permits the District to withhold from disclosure the following personal information: Residential addresses, residential telephone numbers, personal wireless telephone numbers, personal electronic mail addresses, social security numbers, driver's license numbers, identification card numbers, and emergency contact information of employees, and the names, dates of birth, residential addresses, residential telephone numbers, personal wireless telephone numbers, personal electronic mail addresses, social security numbers, and emergency contact information of dependents of employees.

ARTICLE IV- RIGHTS OF EMPLOYEES

Section 4.1 – Employee Rights

It is agreed that the employees in the bargaining unit defined herein shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisals, to join and assist in lawful Union activities. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union, including presentation of the views of the Union to the Board of Directors.

Section 4.2 – Due Process

No employee shall be disciplined or adversely affected without just cause. The specific grounds forming the basis for disciplinary action at all stages beyond the verbal warning or verbal reprimand step will be made available to the employee and the Union in writing. If the employee or Union requests confirmation of or the background material on a verbal warning or reprimand, the supervisor shall provide the documentation.

An employee shall be entitled to have present a representative of the Union during any meeting which might reasonably be expected to lead to disciplinary action. No disciplinary action shall be taken with respect to the employee until such representative of the Union is present. Further, in the event the supervisor is calling a meeting to take a disciplinary action, the employee shall be advised that s/he is entitled to have a representative of the Union present.

Normally discipline will be administered progressively, starting with a verbal warning, then progressing through a written reprimand, then suspension, and finally discharge. It is recognized that some offenses may be serious enough to warrant the abridgement of this progression and may result in immediate reprimand, suspension, or discharge without having gone through the previous step(s).

Warnings and reprimands for other than serious offenses shall be removed from an employee's personnel file one (1) year after their inclusion therein, provided satisfactory job performance has been maintained. Written warnings and reprimands for serious offenses shall be removed from an employee's personnel file three (3) years after their inclusion therein, provided satisfactory job performance has been maintained for three (3) consecutive years and there have been no subsequent serious offenses committed. Serious offenses shall include but not be limited to malicious damage or destruction of district property, gross insubordination, indecent conduct, theft, assault, falsification of records, and gross negligence.

No evaluation, correspondence, or other material making reference to an employee's or former employee's competence, character, or manner shall be kept or placed in the DPF (district personnel file) without the employee's knowledge and the right to attach his/her own written comments.

Employees shall, upon request, have the right to inspect all contents of their DPF which shall be kept within the district Human Resources office. No secret, duplicate, alternate, or other personnel file shall be kept in the district. A separate file for the processed grievances shall be kept apart from the employee's DPF.

Upon request by the employee, the Executive Director of Human Resources and the employee shall initial all sheets, documents, evaluations, etc., if desired, and inventory to verify contents of the DPF at the time of inspection by said employee.

Any material not shown to and signed by the employee within ten (10) workdays after receipt shall not be allowed as evidence in any disciplinary action against such employee. Any material not composed within a reasonable period of time shall not be allowed as evidence in any disciplinary action against such employee. As a general guideline, twenty (20) workdays shall be considered a reasonable period of time. Once composed, material must be shown to and signed by the employee within ten (10) workdays after composition or it shall not be allowed as evidence in any disciplinary action against such employee. Should an individual refuse to sign any document, and written notice shall be attached to the document speaking to the employee's refusal, with such notice forwarded to the Union, the individual, and the Executive Director of Human Resources.

Nothing in this Agreement is to be construed to restrict the supervisor of an employee from keeping anecdotal records and supportive data for the process of annual evaluation. In such cases where supportive data shall be

used in disciplinary action, the individual shall be notified within ten (10) workdays of receipt or composition of said data. Anecdotal records, correspondence, or any other material which may reflect negatively on an employee shall be purged from a supervisor's file (electronic or otherwise) within one year of being placed in the file.

While an employee is under investigative suspension, salary and employee benefits will be provided by the District. Should a charge(s) be substantiated, the employee may be disciplined or discharged for just cause and no salary or employee benefits will be paid after that date.

ARTICLE V – UNION SECURITY

Section 5.1 – Required Membership

As a condition of employment, all employees, including substitutes or temporary employees with thirty (30) days of work, working under the jurisdiction of this contract shall be and remain members of the Union, or pay the Union's representation fee. All new employees shall, within thirty (30) working days of their date of employment, become members of the Union and maintain such membership as a condition of continued employment, or pay the Union's representation fee.

Section 5.2 – New Employees – Union Membership

The Employer will notify the Union of all substitutes or temporary employees qualifying for union membership and new employees within thirty (30) working days of the hire date. The Union will inform the new employees of the terms and conditions of this Article.

Section 5.3 – Excused Religious Tenets

Nothing contained in this Agreement shall require Union membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a nonreligious charity or other charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union cannot agree on such matter, it shall be resolved by the Public Employees Relations Commission in accordance with their rules and regulations.

Section 5.4 – Refusing to be Union Member

Upon receipt of written notice from the union president and/or designee to the superintendent or designee that an employee has failed to comply with the requirement set forth in this Article, the Employer shall give such employee five (5) working days from the written verification of receipt of notice to comply with these requirements; and then if such employee still refuses to comply, the Employer shall terminate such employee.

ARTILCE VI – AUTHORIZED DEDUCTIONS

Section 6.1 – Union Dues

The Employer agrees to deduct monthly union dues from the wages of employees who voluntarily make such requests in writing. The Union agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that arise out of, or by reason of this deduction. The dues shall be at a rate authorized by union vote.

There shall be no obligation on the part of the Employer to make any deduction beyond the original terms of the Collective Bargaining Agreement existing at the time of this assignment unless the Agreement is extended or a new Agreement is reached containing such authorization for deduction.

Section 6.2 – Authorizations for Salary Deductions

Authorizations for approved salary deductions, changes, and revocations thereof, must be submitted in writing.

Section 6.3 – Listed Deductions

Currently optional authorized salary deductions shall be listed by the District in an annual notice to employees but shall in all cases include the Committee on Political Empowerment (COPE).

ARTICLE VII –LABOR-MANAGEMENT COMMITTEE

The Union will designate a conference committee who will meet with the superintendent of the District and/or his/her designated representatives on a mutually agreeable regular basis to discuss appropriate matters. Meetings shall be held at times when they cause as little interruption of the work schedules as possible.

ARTILCE VIII – NONDISCRIMINATION

Section 8.1 - Nondiscrimination

The Employer and the Union affirm their adherence to the principles of free choice and agree they shall not discriminate against any employee covered by this Agreement because of age, race, color, religion, sex, national origin, marital status, or the presence of any sensory, physical, mental disability unless the particular disability would prevent proper performance of duties, or other qualities protected by law.

Section 8.2 – Family Members

The Employer agrees not to discriminate against members of the same family or household in the hiring and reassignment of employees. An assignment which places members of the same family or household in positions where one has supervisory management over the other will be avoided unless approved by the superintendent or his/her designee.

ARTICLE IX – NEW CLASSIFICATIONS

Section 9.1 – New Jobs

In the event the Employer creates a new job, the Employer will notify the Union and will negotiate the rate of pay of the new job description prior to posting. The District will provide the Union with a copy of the job description.

Section 9.2 – Change Existing Jobs

If the Employer intends to substantially alter the job description of an existing job within the bargaining unit, it shall notify the Union and shall negotiate all issues consistent with this Agreement.

ARTICLE X – CLASSES OF EMPLOYEES

Section 10.1 – Full Year

A regular full-time employee is one employed in a regular job which requires forty (40) hours per week and more than 217 days per year.

Section 10.1.1 – School Year

Ten-month employees shall be employed for two hundred seventeen (217) days. This includes workdays, paid holidays, and paid vacations if so entitled. However, employees who are entitled to more than ten days' vacation will be paid for those days beyond the two hundred seventeen (217) days. Such days will not accrue additional benefits.

Section 10.1.2 – Regular Part-Time

A regular part-time employee is one employed in a regular job which requires less than forty (40) hours per week or forty (40) hours per week but less than two hundred seventeen (217) days per year.

Employees in regular part-time positions entitled to more than ten days of vacation, and who work 217 or fewer days per year, will be permitted to cash out those days at the end of their work year.

Section 10.2 – Substitutes

A substitute worker is one 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, and who continue to be available for employment, shall be included within this bargaining unit and afforded full rights, privileges and obligations under the terms of this Agreement. A substitute will be credited with one (1) day of work toward his/her thirty (30) days of initial employment period, regardless of the hours worked during the day.

Substitutes shall not be eligible for health insurance benefits, except as required by law, or other fringe benefits. Substitutes who have served twenty (20) consecutive days or more in the same assignment will accumulate temporary disability leave at the rate of one day for each twenty (20) days worked. Such leave will be credited after being earned and may not be used in advance. This leave cannot be carried over to the next assignment,

except in cases where the assignment is changed but the substitute's service is interrupted by no more than three (3) consecutive work days.

Substitutes in Food Services, Operations, and Transportation may receive an evaluation of their work performance.

Section 10.2.1 – Custodians

A. In-building substitute:

1. Lead custodians at the secondary level have the opportunity to fill in for the BMP at their own site for up to thirty (30) workdays provided they meet the qualifications of the BMP position. Buildings with two (2) lead custodians shall be provided the opportunity to rotate substitute openings.
2. General custodians at the secondary level have the opportunity to fill in for the lead position up to thirty (30) workdays provided they meet the qualifications of the lead position. Buildings with two (2) or more general custodians shall be provided the opportunity to rotate substitute openings. General positions will be filled from the substitute list.
3. General custodians at the elementary level have the opportunity to fill in for the BMP in their building up to thirty (30) workdays provided they meet the qualifications of the BMP position. Buildings with two (2) qualified general custodians shall be provided the opportunity to rotate substitute openings. General positions will be filled from the substitute list.

B. Custodian substituting in another building, which is secondary to step-up work opportunities available in their own building:

1. When an "in-building" employee is not available or qualified, the most senior BMP (on a rotating basis) will be given first consideration to fill in for a higher BMP level provided they meet the qualifications of the position.
2. When a BMP is not available, lead custodians will be given first consideration to fill in for a BMP provided they meet the qualifications of the position.
3. Substitutes for Mark Morris BMP and lead custodians are required to have a CPO license.
4. At the secondary level, if all lead custodians are not available, a general custodian at the same site shall be given the opportunity to fill in for the BMP until a lead is available.
5. A rotation list for each level will begin anew each September 1 on a per job basis. Long-term substitute positions of thirty (30) days shall not begin anew, but remain on a continual basis.

Section 10.2.2 – Food Service

See Letter of Agreement dated 07.24.2017

In Central kitchen, in the event the Kitchen Supervisor is absent for less than thirty (30) days, the Production Leads (Baker, Cook and Salad Maker) will have the opportunity to fill the position in seniority order, but opportunities to fill-in will be rotated.

In the Central kitchen, in the event that one (1) Production Lead (Baker, Cook and Salad Maker) is absent for less than thirty (30) days, the production assistant will have the opportunity to fill that position first. In the event that more than one (1) lead position is absent, or the production assistant is absent, all other central kitchen employees will have the opportunity to fill the position(s) in seniority order, but opportunities to fill-in will be rotated.

In the event that there is a temporary vacancy of less than thirty (30) days in a secondary kitchen in the Kitchen Supervisor position, the Secondary-Salad Maker in that kitchen will have the opportunity to fill the position.

In the event that there is a temporary vacancy of less than thirty (30) days in a secondary kitchen, qualified employees in lower paid positions may step up into those vacancies, in order of seniority, but opportunities to fill-in will be rotated.

If no one steps up for a position, or no provision for step-up is provided in this section, substitutes will be called to fill temporary vacancies.

Section 10.2.3 – Transportation

When an assigned driver is absent for the whole day, his/her full run (hours) will be given to the substitute driver.

When a driver asks for the midday run off, the midday run shall be given to a regular driver on a rotation list by seniority. When a driver is going to be gone for the midday run and either the a.m. or p.m. run, the midday run shall be given to a regular driver and the a.m. or p.m. run may be given to a substitute driver.

An opening of up to ten (10) days' duration resulting from a regular employee's absence shall be filled by a substitute. Substitute drivers will be put on a rotation basis and will be assigned runs, provided they have completed the necessary training for that run.

Substitutes shall be assigned at least two (2) hours per event (runs and trips) when they are called in to work.

Section 10.2.4 – Para educators

Para educators report their absences through the substitute request system when they are absent with notice to their supervisor. All para educator absences of up to thirty (30) days are filled by substitutes.

Section 10.2.5 – All Other Employment Categories

Employees report their absences to their supervisors. All absences of up to thirty (30) days are filled by substitutes.

Section 10.3 – Temporary

A temporary employee is one who is hired for a specific purpose for up to thirty (30) workdays. They do not accrue vacation, temporary disability leave, holiday pay, or other fringe benefits. At the end of the thirty (30) workdays the position shall be posted or eliminated.

Section 10.4 – Leave Replacement

If it is determined an employee will be off work in excess of (30) workdays, his/her position will be posted within the classification as an open leave replacement position. Leaves of 30 workdays or less will be filled following

the provisions of Section 10.2. Vacancies in bus driver positions in excess of ten (10) days will be posted within the classification as an open leave replacement position.

ARTICLE XI – SENIORITY

Section 11.1 – When Established

The seniority of an employee in the bargaining unit shall be established and begin to accrue as of the date on which s/he begins to work for the District in a SEIU regular position. After September 1, 2016, in the event that more than one employee has the same hire date, seniority will be established by the order that applications for employment were completed.

For hires prior to September 1, 2016, when employees have the same start date, the established alpha priority order below will apply based on the spelling of the employee’s last name through the entire last name when necessary. A name change during employment will not change an employee’s designated seniority ranking.

#1 – C	#8 – F	#15 – A	#22 – H
#2 – T	#9 – U	#16 – M	#23 – W
#3 – G	#10 – P	#17 – Z	#24 – J
#4 – I	#11 – V	#18 – Y	#25 – X
#5 – B	#12 – S	#19 – K	#26 – R
#6 – O	#13 – D	#20 – E	
#7 – N	#14 – L	#21 – Q	

Individuals hired between September 1, 1983, and August 31, 1986, shall maintain their seniority ranking as identified on the 2015-16 seniority list

Section 11.2 – When Lost

The seniority rights of an employee shall be lost for the following reasons:

- A. resignation
- B. retirement
- C. termination

Section 11.3 – When Not Lost

Seniority rights shall not be lost for the following reasons:

- A. Time lost by reason of industrial accident, industrial illness, temporary disability leave or layoff as explained in Section 13.1.
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
- C. Time spent on other authorized leaves of absence for a maximum of two (2) consecutive years to be requested annually and granted by the Board.
- D. A regular employee who changes job classifications within the bargaining unit shall retain his/her total district seniority.

Section 11.4 – Rights

An employee with the most total district seniority shall have preferential rights to available job openings if s/he has the necessary skills, abilities and qualifications to perform the essential job functions.

ARTICLE XII – PROBATIONARY PERIOD

Section 12.1 – New Employees

A new employee shall be classified probationary for a period of ninety (90) regularly scheduled workdays and during that period may be terminated, for cause, if in the Employers judgment that person should not be retained.

Section 12.2 – Evaluation

All employees shall be evaluated at least annually and shall receive a copy of their evaluation.

The probationary employee will be evaluated twice within the first ninety (90) regularly scheduled workdays. The first evaluation will be after approximately thirty (30) regularly scheduled workdays. If performance is satisfactory, s/he will become a regular employee after ninety (90) regularly scheduled workdays with their seniority then being retroactive to the first day of employment.

Any document utilized in the evaluation process will be made available for the employee’s review, upon request.

ARTICLE XIII – LAYOFFS/REDUCTION IN FORCE

Section 13.1 – Guidelines

In the event the Employer determines that the union work force must be reduced, the District shall notify the union representative in writing at least 21 working days prior to notifying employees in writing of reduction in force.

School-year employees will be notified of reasonable assurance of continued employment for the next school year in writing by the Employer by June 1. Notices of reduction in force for the next school year will be provided by August 1 and employees shall be recalled in accordance with the provisions of Section 13.4.

The District shall generate a list of employees according to seniority in their present job classifications; paraeducators, copy center, campus security, food service, technology, maintenance, transportation, operations, warehouse. The seniority lists will be used for reduction in force in each job classification beginning with the least senior employee. The District will notify the so reduced employee(s) in writing.

Section 13.2 – Bumping Procedures

Employees designated for RIF are permitted to bump into the position of the least senior employee in another classification for which the RIFed employee has greater seniority, provided such employee possesses the necessary skills, abilities and qualifications to perform the essential functions of the position

Section 13.3 – Current Addresses

It shall be the responsibility of the employees who were laid off to keep the Human Resources Office advised of their current address, email address and telephone number.

Section 13.4 – Reinstatement after Reduction in Force

If a vacancy occurs after a reduction in force, the Employer agrees to fill the vacancy by first offering the position to the laid off employee with the greatest total district seniority provided the employee possesses the necessary skills, abilities and qualifications to perform the essential functions of the position.

An employee offered employment will have five (5) calendar days (excluding Saturday, Sunday, and holidays) from the receipt of the written offer or fifteen (15) calendar days (excluding Saturday, Sunday, and holidays) from the date of mailing, whichever occurs first, to accept the position in person or in writing. If s/he rejects the offer, that employee shall be dropped from the recall list and the position shall be offered to the individual so laid off with the next greatest total district seniority, provided s/he is qualified.

Recall rights shall not extend beyond two (2) years from the date of layoff.

ARTICLE XIV – POSTING OF JOB OPENINGS

Section 14.1 – Filling an open regular position

In order to afford employees an opportunity to apply for open regular positions (an open regular position is one that has been permanently vacated by the prior employee or is the result of a newly created position), notice of such openings shall be posted within the district only, no later than ten (10) days from the date of opening for a period of five (5) working days. Such posted positions will be filled within ten (10) working days from closing of posting. The District will notify the Union if the timelines for posting and hiring will not be met in specific circumstances. Current employees who possess the necessary skills, abilities and qualifications to perform the essential functions of the position will be given first consideration, according to total district seniority; and then substitutes, who are members of the bargaining unit as defined in Section 10.2, if they have the necessary skills, abilities and qualifications to perform the essential functions of the position. If the position is not filled by a current employee or substitute as defined above, then the District will open the position to outside applicants.

Regular employees who accept an open regular position in any job classification (inside or out of their job classification) are not allowed to return to their former position. If their former position becomes open, they may apply as per this section.

Section 14.2 – Subsequent Opening(s) due to filling an open regular position

See Letter of Agreement dated 07.27.2017

- A. If the open regular position is filled by an employee within the same job classification, subsequent openings within the classification do not need to be posted. These openings will be filled only from the list of employees who applied for the open regular position. Employees within the classification who applied will be given first consideration by total district seniority, if they have the skills, abilities and qualifications; then employees outside the classification who applied shall be considered by total district seniority, if they have the skills, abilities and qualifications to perform the essential functions of the position.
- B. If the open regular position is filled by an employee outside the job classification, the subsequent vacant position will be posted.
- C. If the open regular position is not filled by a current employee or a substitute who is a member of the bargaining unit as defined in Section 10.2, the position shall be posted to outside applicants.

Section 14.3 – Filling an Opening – Interim Basis

The Employer reserves the right to fill an opening on an interim basis while the opening is being posted and selection is being made. (See Article X, Section 10.3)

Section 14.4 – Filling an Opening – Leave Replacement

See Letter of Agreement dated 07.27.2017

If an employee is off work for more than 30 days, or the District is notified that an employee will be off work in excess of (30) working days (ten (10) days for bus drivers), his/her position will be posted within the classification (for paraeducators “within classification” means within the building) as an open leave replacement position. Notice of such openings shall be posted within the classification only, no later than ten (10) days from the date of opening for a period of five (5) working days. Such posted positions will be filled within ten (10) days from closing of posting. The District will notify the Union if the timelines for posting and hiring will not be met in specific circumstances. Current regular employees within the classification who possess the necessary skills, abilities and qualifications to perform the essential functions of the position will be given first consideration, according to total district seniority; and then substitutes within the classification, who are members of the bargaining unit as defined in Section 10.2, if they have the necessary skills, abilities and qualifications to perform the essential functions of the position.

Section 14.4.1 – Openings Subsequent to Leave Replacement Vacancies

See Letter of Agreement dated 07.27.2017

Subsequent openings will be filled according to the following conditions:

- A. Only employees from the list of employees who applied for the leave replacement position will be considered.
- B. Applicants must be within the job classification.
- C. Applicants must possess the skills, abilities and qualification to perform the essential functions of the position.
- D. The subsequent vacancies will be awarded by total district seniority.
- E. This process is repeated for each subsequent vacancy created by the placements.
- F. If a last opening remains it shall be filled by a substitute within that classification. If no substitute applies, the position will be posted outside the classification. If no employee outside the classification applies and is qualified, the position will be posted externally.

Section 14.4.2 – On Leave Employee Returns

See Letter of Agreement dated 07.27.2017

If the “on-leave” employee returns, the employee who filled the leave replacement position and the employees who filled the subsequent openings/positions will return to their previous positions. If the previous status was as a substitute or the person was hired from outside the bargaining unit, he/she will be placed on the substitute list. Upon being assigned to the substitute list, he/she will be allowed to retain his/her established seniority date up to one (1) year, but will not earn additional seniority time as a substitute if hired into a regular position.

Section 14.4.3 – On Leave Employee Does Not Return

See Letter of Agreement dated 07.27.2017

If the “on leave” employee does not return to his/her job, the employee who filled the leave replacement position and the employees who filled the subsequent openings/positions will remain in the positions they filled and these will become their permanent positions. If their former position becomes open, they may apply as per Section 14.1.

Section 14.5 – Summer Posting

Openings during the summer months will be posted electronically via email and on the district website. Printed lists will be available at the district office. Summer postings will not include those jobs that need to be filled due to vacation, sick leave, or needed occasional extra help.

Paraeducator jobs that continue on in the summer do not need to be posted. The employee(s) currently holding the position may continue working the summer hours.

The District may employ temporary summer help. No such service will replace positions or hours of employees covered by this Collective Bargaining Agreement. Temporary summer jobs shall be determined annually by the District. Current bargaining unit members will be given first consideration, according to total district seniority and qualifications, and then to substitutes.

The District shall post, in accordance with the Collective Bargaining Agreement, the anticipated summer jobs. Such postings will include projected work schedules, required qualifications, and duties to be performed. Selection for summer jobs will be based on seniority and qualifications. Such assignments shall be at the will of the District.

No bargaining unit member may hold a temporary summer job which, with other district assignments, would necessitate overtime pay, and nothing contained herein shall serve to extend benefits (other than the designated rate of pay for the temporary job) of bargaining unit members except as required by law.

ARTICLE XV – HOURS AND OVERTIME

Section 15.1 – Definition of Terms

- A. *Day* as used in the Agreement shall mean and consist of the “twenty-four- (24) hour period beginning at 12:01 a.m.
- B. *Work week* shall mean and consist of the “seven-day (7-day) period beginning at 12:01 a.m. Monday.”
- C. *Posted hours* shall mean “those hours listed on an employment authorization for a regular or leave replacement position.
- D. *Straight time* is paid non-overtime hours.
- E. *Overtime pay* shall mean “one and one-half (1½) times the straight time rate in effect at the time the employee is working and shall be computed to the nearest fifteen (15) minutes.” For the purpose of determining overtime, all compensated time shall be considered time worked.
- F. *Seniority* shall mean “an individual’s length of service with the district in a regular position.”
- G. *Anniversary date* shall mean “the day s/he begins to work on a specific job.”
- H. *Layoff* or reduction in force (RIF) shall mean “an indefinite separation (up to two (2) years) from the payroll due to factors beyond the employee’s control.”

Section 15.2 – Changing Posted Hours

If an employee in any thirty (30) consecutive working days, works over the posted hours on more than half of these days, that employee’s posted hours will be raised to the time worked, not to exceed eight (8) hours per day. This provision does not apply to Transportation assignments, which are addressed in Article XXIX.

Section 15.3 – Overtime and Extra Hours

Overtime work shall be:

- A. All work performed in excess of eight (8) hours in the same day, or in excess of eight (8) consecutive straight time hours extending over more than one day.
- B. All work performed in excess of forty (40) straight time hours in one week.

Section 15.3.1 – Approval

No employee shall be approved for overtime or extra work pay unless the overtime or extra work has been authorized by the supervisor before the work has been performed.

Section 15.3.2 – How Assigned

Overtime and extra work shall be divided equally among the employees in the job classification whenever possible. Employees interested in working overtime or extra hours shall sign up with their department supervisor on an overtime and extra hours list established and published by the department. Overtime shall be offered on a rotation basis, if the employee has the qualifications for the assignment. Employees are eligible regardless of their regular shift assignment, as long as they can complete the overtime before 6:00 a.m. the following day. The overtime can be split between the employee eligible for the overtime and the next qualified employee on the overtime and extra hours list, with approval of the supervisor.

Saturday - Sunday (Custodial): Overtime shall be assigned to the in-building employees on a rotation basis. If no in-building employees are available, the overtime and extra hours list shall be utilized.

Section 15.4.1 – Change in Paraeducator Hours – Increase

If an additional paraeducator assignment of one (1) hour or less is available at a site, such notice of assignment shall be posted at the site only. Paraeducators currently working at that site may apply for that time. The time will be assigned according to total district seniority if s/he has the necessary skills, abilities, and qualifications and if his/her current schedule would allow for such time.

An employee may make application to swap up to one (1) hour of his/her regular hours for a one (1) hour or less building posting. Subsequent openings as a result of the filling of a building posting are subject to Section 14.2.

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 15.4.2 – Change in Paraeducator Hours – Reduction

When it is necessary to reduce paraeducator hours within a site, the reduction process includes:

- 1. Asking for volunteers to reduce hours,
- 2. Reducing the hours of the least senior employee at that site,

Section 15.4.3 – Developing Paraeducator Schedules

When developing all paraeducator schedules, the following considerations will be taken into account:

1. Student and program needs
2. Budget/funding
3. Seniority
4. Qualifications
5. Evaluations

When paraeducator schedule changes occur, justification for changes will be provided to employees when requested.

Section 15.5 Early Release/Late Arrival (Including Conference Days) and Banked Time

To minimize the impact of scheduled late arrival/early release days on regularly scheduled hours for paraeducators, when possible, such employees shall be given the option of working at related jobs as assigned. If this is not feasible, they shall be allowed to bank the lost hours and make them up on dates agreed to between the paraeducator and the principal in assignments mutually agreed to at a meeting by the end of September. Examples include attending building meetings, trainings, or extending hours for regular duties on other days (without going into overtime). Banked hours must be worked no later than June 30. Employees and their supervisors shall use a bank time log to monitor hours banked and hours worked from the banked allotment. However, employees offered the option of working on late start/early release days and declining such option shall not be allowed to bank the lost hours.

Drivers and Food Service employees assigned to work on scheduled late start/early release days shall be allowed to work their number of regularly scheduled hours for that particular day. Drivers will use their scheduled hours to clean buses or other related jobs as assigned, including meetings or trainings. Food Service employees will use their scheduled hours to complete related jobs as assigned, including meetings or trainings. Those hours must be worked on the same day. Drivers or Food Service employees who elect not to work their regularly scheduled hours will do so without pay.

Section 15.6 – Food Service Packager/Servers/Elementary Lunch Servers

The number of lunches served at each elementary school will be tabulated each year. The tabulated data and the lunch serving times will be used in determining the following year's number of hours and hours of operation for those schools that have a shared position of elementary lunch server and central kitchen packager/server. Before school starts each year, the employees in the above positions will be offered, by seniority, their choice of available positions. If the work required at each site changes, the scheduled hours will reflect those changes.

Section 15.7– Changes in Scheduled shifts – Emergency Closures

If, after opening, schools are closed due to an emergency, general custodians and lead custodians may report to work one hour after the announced closure time, or their regular start time, to complete their regular work assignments.

ARTICLE XVI – CALL TIME

Section 16.1 – When Paid

Regular hourly paid employees will receive two (2) hours of additional pay, at their regular straight time pay, in addition to the actual hours worked, if management changes the employee’s scheduled working hours without giving twenty-four (24) hours’ notice. No call time will be paid when the employee returns to his/her regular working hours. (This section does not apply to changes in scheduled working hours due to weather conditions, volcanos, or other such natural occurrences.) Employees who are called to work on such occurrences, but whose work shift is subsequently canceled, shall be paid for not less than two (2) hours.

Employees who have actually reported to work but whose work is subsequently canceled shall receive a minimum of two hours’ pay. Employees may be required to work up to the full two hours.

Section 16.2 – Call Back

Employees called back to a job after departure from their scheduled work shift shall be paid, at the appropriate rate, for not less than two (2) hours.

ARTICLE XVII – REST AND LUNCH PERIODS

Section 17.1 – Rest Periods

Each employee shall be allowed a fifteen- (15) minute paid rest period during each four (4) hours of work.

Section 17.2 – Lunch Period

An uninterrupted meal period of no less than thirty (30) minutes shall be afforded each employee who is assigned to a work schedule of more than four (4) hours. The lunch period shall be taken at a time designated by the Employer.

ARTICLE XVIII – MEDICAL EXAMINATIONS, HEALTH CERTIFICATES, LICENSES AND REQUIRED TRAINING

Section 18.1 – Conditions of Employment

If a job requires a food handler’s permit or medical examination, as a condition of initial employment, the costs involved are to be paid by the applicant before s/he becomes an employee.

All medical examinations required as a condition of continued employment shall be paid by the Employer. The Employer shall select the physician. If the Employee insists on using his/her own physician, the Employer will pay actual expenses up to a maximum amount equal to our contracted physician’s fees. If the employee can only schedule such examinations during his/her regularly scheduled work hours, the employee shall be paid at the regular rate of pay.

Employees who are called to participate in DOT random drug testing and who are not tested during regularly scheduled work hours, will receive one hour’s pay or actual time, whichever is greater.

Section 18.2 – Licenses or Fees

The Employer will assume the cost of any licenses or fees required by law of employees as a condition of continued employment following the original license or certification which may be a condition of his/her initial employment.

ARTICLE XIX– WAGES

Section 19.1 – Pay Schedules

All employees covered by this Agreement shall be paid in accordance with the pay schedule set forth in this contract. For each year of this Agreement the pay schedule shall be increased by the percentage of the statewide state funded salary raise for classified employees. If the state provides classified employee salary increases in any manner other than the percentage increase commonly used in the past, this Agreement shall reopen solely for the purpose of determining how to apply the salary increase to the pay schedule.

Section 19.2 – Substitute’s Pay

The rate of pay for substitute workers shall be:

1. A rate equal to the beginning step of the classification of the regular employee for whom the substitute is working.
2. Employees who separate their regular employment from the District and remain approved to work as a substitute in the same job classification shall be paid at the same pay level received while holding the regular position. Employees who resign their regular position and become a substitute in a different job classification shall be paid at a rate equal to the beginning step of the classification of the new job classification.

Section 19.3 – Pay Procedures

All employees represented by this Agreement shall be paid an hourly wage as specified in the pay schedules. Warrants will be issued to employees on a monthly basis on the last district business day of each month unless there are circumstances beyond the control of the Employer.

Employees will receive twelve (12) equal pay warrants. Equal pay warrants are computed by multiplying the number of days of anticipated employment by the anticipated daily hours and then by the appropriate hourly wage rate and then dividing by twelve. Those employees currently receiving 10 equal payments will continue to receive 10 equal payments for the duration of their employment or until they request converting to 12 equal payments.

Completed and signed Extra Pay Forms must be submitted to Human Resources no later than the first of the month. Forms received after the first of the month will be paid on the following month’s payroll.

Section 19.4 – Pay – Higher Pay Rate

An employee asked to perform work in a position of a higher pay rate shall receive the rate applicable to such position. If steps are involved, s/he shall be paid at his/her present step.

When asked to perform work in a position of a higher pay rate, an employee must have worked in that position for a minimum of five (5) continuous workdays before s/he is allowed to claim a leave day or holiday at the higher rate of pay and/or change in hours associated with the new position. The higher rate of pay is not applied if an employee has taken a leave immediately prior to returning to their regular position or a holiday falls immediately prior to their return. In those cases, the leave or holiday shall be paid at the rate of pay of their regular position, not the higher rate.

Examples when the higher rate of pay and/or change in hours are not applied:

1. Leave taken, or holiday falling, on Day 5 of the higher pay rate assignment
2. Leave taken, or holiday falling, immediately prior to returning to the regular position

Section 19.5 – Pay – Lower Pay Rate

Employees asked to perform work in a position of a lower pay rate shall be paid at their regular rate.

Section 19.6 – Supplemental Compensation/Inservice Training

Section 19.6.1 Inservice Time

Regular full year employees will be paid at their regular hourly rate for schooling or training required by the Employer outside the employee's regular working hours. Employees, other than regular full-time employees, will be compensated for up to thirty (30) hours of in-service training each year, any hours not used in District-provided training may be used by employees for individually chosen training activities approved by the Director of Human Resources.

Section 19.6.2 Professional Development Funds

1. Ten thousand dollars (\$10,000) per year will be provided for costs for certain approved training courses.
2. It is not the intent of this provision to finance long-term courses of study or a college degree. This provision is intended to produce relatively short-term improvements in an individual's job performance or technical skills which are needed on the individual's present job or one s/he may be doing in the near future.
3. To be eligible for reimbursement, all courses must be approved in advance by the Director, Human Resources.
4. Each employee, upon written request and course approval, submission of an official transcript indicating satisfactory course completion, documented evidence of tuition expenses, and signing a district classified reimbursement form, will be entitled to a reimbursement.
5. Reimbursement will be up to a maximum of six hundred dollars (\$600) for each employee annually.

Section 19.7 – Asbestos or Lead Inspection/Abatement

If a qualified employee is required to perform the duties of asbestos inspection or abatement pursuant to 40.CFR.763 (Federal Register), such employee will receive a differential of \$2.00 per hour while performing such

duties. If a qualified employee is required to perform the duties of lead inspection or abatement, such employee will receive a differential of \$2.00 per hour while performing such duties.

Section 19.8 – Wages for Supervision

Any employee assigned, outside of his/her normal duties, to supervise four (4) or more individuals, shall receive an additional .0825 times their regular hourly rate.

Section 19.9 – Shift Differential

Employees will receive a shift differential of fifteen cents (\$0.15) per hour if fifty percent (50%) or more of his/her temporarily employer-reassigned hours (except for regular changes of shift due to school breaks) fall outside of his/her regularly assigned hours. Positions that are eligible to receive the differential pay on occasion will use time sheet reporting.

Overtime hours will not be used to change an employee's shift differential assignment.

Shift differential will be paid to the positions of graveyard lead custodian, administration building BMP, and journey painter through an annual stipend of \$250.00 to be paid over twelve (12) equal payments.

Section 19.10 – High Needs Student Support Paraeducators

High Needs Student Support Paraeducators are defined as paraeducators who are assigned to self-contained special education classrooms or one-on-one student support positions due to a student's behavior requirements. The Director of Human Resources shall notify the Union of all positions designated high Needs Student Support Paraeducators each September 1. Employees may request that the Director of Human Resources consider their position for designation as a High Needs Student Support Paraeducator.

ARTICLE XX – MILEAGE ALLOWANCE

Employees who are directed by the district to travel for their jobs to two or more work locations shall receive the approved district mileage reimbursement rate.

ARTICLE XXI – VACATIONS

New Clause

Effective September 1, 2003: Regular full-time and regular part-time employees who are employed beginning in the 2003-2004 school year in 12-month positions for 260 days will receive vacation benefits according to the following sections:

- Section 21.1 – How Accrued
- Section 21.2 – Vacation Credit
- Section 21.3 – How Based
- Section 21.4 – When Terminating Employment
- Section 21.5 – Holiday During Vacation
- Section 21.6 – Call Back
- Section 21.7 – How Scheduled
- Section 21.8 – Vacation Cash Out

Grandfather Clause

Effective September 1, 2003: Regular full-time and regular part-time employees who were employed during the 2002-2003 school year and maintain continued employment with the District as a represented SEIU member will be grandfathered regarding vacation benefits according to the following sections:

- Section 21.1.A - *How accrued and When Taken
- Section 21.2 – Vacation Credit
- Section 21.3 – How Based
- Section 21.4 – When Terminating Employment
- Section 21.5 – Holiday During Vacation
- Section 21.6 – Call Back
- Section 21.7 – How Scheduled
- Section 21.8 – Vacation Cash Out

*When the grandfathered employees discontinue working in a position represented by the Union or are no longer employed by the district, Section 23.1 – How Accrued and When Taken will sunset and will no longer be part of this collective bargaining agreement.

Section 21.1 – How Accrued

Effective September 1, 2003: Employees hired into 12-month positions for 260 days effective September 1, 2003, will accrue vacation at the following rate:

<u>Years of Employment*</u>	<u>Ratio of Hours Earned to Regular Hours Paid</u>	<u>Conversion to Days/Years</u>
	<u>Ratio</u>	<u>12 mo.</u>
Year 1 through 4	.0385	10
Year 5 through 10	.0577	15
During 11 th year	.0615	16
During 12 th year	.0654	17
During 13 th year	.0692	18
During 14 th year	.0731	19
During 15 th year	.0769	20
During 16 th year	.0808	21
During 17 th year	.0846	22
During 18 th year	.0885	23
During 19 th year	.0923	24
During 20 th year and thereafter	.0962	25

*While employed in a position earning a vacation.

Section 21.1A – How Accrued and When Taken

Regular full-time employees shall accrue vacation credits in accordance with the schedule listed below. All grandfathered employees in positions requiring less than twelve (12) months' annual work time but requiring

1,440 or more annual work hours, or who work in positions requiring twelve (12) months' regular work time, but less than 1,440 annual work hours will qualify for pro-rated vacation benefits.

If an employee's posted hours as described above make him/her eligible for vacation, all hours worked will be calculated towards vacation credit.

Employees working 1,350 to 1,440 hours and earning vacation for the 1994-1995 school year shall be grandfathered.

Vacation will accrue at the following rate:

<u>Years of Employment*</u>	Ratio of Hours Earned to Regular Hours Paid	<u>Conversion to Days/Year</u>			
		<u>12 mo.</u>	<u>11 mo.</u>	<u>10 mo.</u>	<u>9 mo.</u>
Year 1 through 4	.0385	10	9 1/6	8 1/3	7 1/2
Year 5 through 10	.0577	15	13 3/4	12 1/2	11 1/4
During 11 th year	.0615	16	14 2/3	13 1/3	12
During 12 th year	.0654	17	15 7/12	14 1/6	12 3/4
During 13 th year	.0692	18	16 1/2	15	13 1/2
During 14 th year	.0731	19	17 5/12	15 5/6	14 1/4
During 15 th year	.0769	20	18 1/3	16 2/3	15
During 16 th year	.0808	21	19 1/4	17 1/2	15 3/4
During 17 th year	.0846	22	20 1/6	18 1/3	16 1/2
During 18 th year	.0885	23	21 1/12	19 1/6	17 1/4
During 19 th year	.0923	24	22	20	18
During 20 th year	.0962	25	22 11/12	20 5/6	18 3/4
And thereafter					

*While employed in a position earning a vacation.

Grandfathered regular full-time and part-time employees who work less than 12 months will be allowed to use accrued vacation time on non-work days exclusive of Saturday, Sunday, and paid holidays during winter, spring, and summer breaks.

Section 21.2 – Vacation Credit

Vacation credit will be granted for each year an employee works in a position earning a vacation. The anniversary date for vacation credit will be September 1. If, after September 1, an employee begins working in a position that accrues vacation, the first partial year will be counted as year one for earned vacation credit.

Year-round positions during the 2002-2003 school year will remain year-round positions. Grandfathered employees will qualify for vacation credit when their posted hours reach 1,440 in either a year-round position or a regular part-time position regardless of hours worked at the time the position was grandfathered.

When employees transfer from a position where no vacation credit is earned to a position earning vacation, the hours worked in the former position will be totaled to determine the number of years of employment for vacation credit. The total accumulated hours divided by 1,440 will determine the years of vacation credit. No credit will be given for partial years.

Section 21.3 – How Based

Vacation pay is based on the hours regularly worked on the specific job. A workday is normally eight (8) hours, but may be less according to the hours regularly assigned to a particular job. Overtime hours will not be used in determining vacation credits. Vacation hours accrued by August 31 shall be taken within the next twelve (12) months and shall not be carried forward.

In the event of unforeseen circumstances (such as but not limited to, natural disaster, employer need) prevent the employee from taking earned scheduled vacation leave, the employee and the supervising administrator may request to carry forward vacation days that would have been lost August 31. Vacation days carried over must be used by December 31 of that year and shall not be carried forward beyond that date. Such request must be approved by the superintendent or his/her designee.

Section 21.4 – When Terminating Employment

Upon termination employees shall be paid for any accrued but unused vacation credits at the employee's hourly rate in effect at their termination.

Section 21.5 – Holiday During Vacation

An extra day of vacation will be allowed when a paid holiday falls during a schedule vacation period.

Section 21.6 – Call Back

If an employee is called back from his/her vacation, s/he shall receive the overtime rate of pay for all hours worked, during the scheduled vacation period and shall be given the remainder of his/her vacation with pay at a later date.

Section 21.7 – How Scheduled

Vacations shall be scheduled at least ten (10) workdays in advance unless there are extenuating circumstances as determined by the Employer. Exceptions to such advanced notice may be made by the Employer when circumstances require employees to be absent from their work for a day or two at a time. The employee's requested vacation days will be subject to the approval of the Employer. An employee with the most total district seniority shall have preferential rights regarding vacation periods provided they have followed the practices of the individual departments. In the event that an employee's requested vacation schedule needs to be changed and/or rescheduled, the supervisor will provide a written, justifiable reason.

Section 21.8 – Vacation Cash Out

Employees who accrue vacation time shall be cashed out annually for any unused vacation days, which are not eligible for carryover per Section 21.3, after they have used a minimum of ten (10) days during the current school year. Employees will be automatically cashed out by the Payroll Department in November, following the close of the fiscal year. Payment of vacation cash out will be paid according to payroll cut off dates.

ARTICLE XXII – HOLIDAYS

Section 22.1 – Recognized

All regular employees shall receive pay for holidays at their regularly scheduled hours and classification rate. To be eligible, employees must work their regularly scheduled shift the day before and their regularly scheduled day after the holiday. Excused absences will be the same as a day worked. Unpaid absences the day before or the day after the holiday will not qualify the employee for holiday pay. When the holiday falls on a Saturday or Sunday, and eligible employee will be given a compensatory day off as determined by the Employer. The following shall be recognized legal holidays:

New Year's Day	Veterans Day
Martin Luther King's Birthday	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Day before Christmas Day
*Day before Independence Day	Christmas Day
*Independence Day	Day before New Year's Day
**Labor Day	

*Twelve month employees only, or other employees whose work schedule extends through the Independence Day holidays.

** To be eligible for the Labor 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 holiday pay for that day.

Section 22.2 – Work on Holidays

Employees assigned to work on holidays, shall be paid their regular holiday pay plus one and one-half (1 ½) times their regular hourly wage.

ARTICLE XXIII – TEMPORARY DISABILITY LEAVE

Section 23.1 – Definition of Temporary Disability Leave

Temporary Disability Leaves are “leaves of absence for which an eligible employee accrues entitlement and which the employee may use as described in Article XXIII, Section 23.5 when approved by management.” Temporary disability leave shall be compensated leave.

Section 23.2 – Eligible Employees

All employees covered by this Agreement shall be *eligible employees* with Article XXIII. This leave may not be taken as vacation or for other personal reasons. Employees are encouraged to set dental, medical, and optical appointments for off-duty time whenever possible in order to reduce disruptions and confusion.

Section 23.3 – Report of Absence

A Claim for Absence from Assigned Duties form, signed by the employee, shall be completed by the bus drivers and food service employees after returning from each absence. All other employees report absences on Substitute On-line before taking the absence.

Section 23.4 – Accrual of Temporary Disability Leave

Temporary disability leave for emergencies and disabilities arising out of illness, injury, pregnancy, miscarriage, abortion, childbirth, and recovery therefrom will be accrued at the rate of .0462 times the number of regular hours paid. Earned TDL hours will be rounded to the nearest half hour. Temporary disability leave cannot be taken until it has been earned. Leave which has been approved shall be deducted from the accumulated hours; deductions shall be made to the nearest half hour. Temporary disability leave will not accrue or be paid during any absence in which the employee is not being paid.

Section 23.5 – Use of Temporary Disability Leave

Temporary disability leave may be used in the event of absence due to disabilities resulting from illness, injury, accident, pregnancy, miscarriage, abortion, childbirth, recovery therefrom, emergencies, and up to three (3) days for adoption. Three (3) days leave to be deducted from temporary disability leave may be used for expectant fathers to attend childbirth.

Section 23.6 – Disability Defined

A *disability* as used in this Article XXIII shall mean “those disabilities caused by illness, accident, injury, pregnancy, miscarriage, abortion, childbirth, and recovery therefrom which prevent an employee from fulfilling his or her assigned duties.” In all cases, accrued temporary disability leave will be paid only for the period of actual disability. The amount employees receive from worker’s industrial accident insurance and/or unemployment compensation will be deducted from their temporary disability leave pay.

Section 23.7 – Reporting disability

When an employee must be absent due to a disability arising from an unexpected illness or injury, the employee must notify the immediate supervisor at least one hour before his/her regular starting time of work. Failure to do so shall result in loss of pay and benefits unless there are extenuating circumstances. In cases of planned absences, such as those resulting from a scheduled surgery or childbirth, the employee must notify the supervisor as far in advance as possible. In cases of planned absences of five (5) working days or longer, a physician’s certificate giving the dates (or approximate dates) the absence will begin and end is required. While the employee is still working, the District may require the employee to provide a certificate from the employee’s physician indicating that the employee is physically capable of performing the normal assigned tasks.

Section 23.8 – Proof of Disability During Absence

For any absence of five (5) workdays duration or longer, the District reserves the right to request a physician’s certificate as proof of disability. For disabilities extending beyond twenty (20) workdays, the District may require an examination of the employee by a physician selected by the District.

Section 23.9 – Employee’s Right to Return to Work

An employee who is absent from work on a temporary disability leave for two (2) calendar weeks or less may return by notifying his/her supervisor of the intention to return to work by 2:30 p.m. on the day before returning from any absence. An employee who is absent from work on a temporary disability leave for more than two (2) weeks may return by notifying his/her supervisor of intention to return to work one full workday prior to returning from any absence. The District may require the employee to provide a written statement from a physician certifying the fitness of the employee to fulfill the employee’s duties.

Section 23.10 – Return After Termination

An employee who terminates his/her employment with the district and returns to regular employment shall have accumulated temporary disability restored as provided in RCW 28A.400.300.

Section 23.11 – During Holiday

If a holiday occurs while an employee is on temporary disability leave, such employee shall not be charged with temporary disability leave, but shall receive holiday pay for that day if so entitled.

Section 23.12 – Sick Leave Cash Out

Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days. At the employees' option, they may cash out their unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one day per month.

At the time of separation from the school district employment due to retirement* or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury.

*For the purpose of this provision, retirement shall be defined as when an employee is eligible to receive benefits under the Public Employees Retirement System 1 (PERS 1) or School Employees Retirement System 2 or 3 (SERS 2 or 3).

ARTICLE XXIV – BEREAVEMENT OR FAMILY ILLNESS LEAVE

Section 24.1 – Bereavement Immediate Family

An employee who is absent on account of death of an immediate member of the family (parent, parent-in-law, brother or brother-in-law, sister or sister-in-law, spouse, child or child's spouse, grandparent, grandchild, or member of a family living in the employee's household) may be granted up to five (5) days' leave without loss of pay for each such bereavement.

Section 24.2 – Bereavement Other than Immediate Family

Cases involving other than immediate family in application of the above listed policy shall be considered on request to the superintendent or his/her designated representative. Notice will be provided to the immediate supervisor and payroll. Refer to Section 26.1; 21.1; and 26.3

Section 24.3 – Family Illness Leave

- A. Consistent with the Family and Medical Leave Act of 1993 (the "Federal Act") and RCW 49.12, up to 12 weeks of leave during any 12-month period may be used for illness or injury to a member of an employee's immediate family of such a nature that the employee's presence is considered necessary and justifiable.
- B. Such leave will be at full pay provided the employee has temporary disability leave available.

Section 24.4 – Additional Days

Additional time with or without pay for circumstances outlined above may be granted upon application for additional leave to the superintendent and/or designee. Request for additional time must be made within 10 days after returning to duty.

ARTICLE XXV – MILITARY LEAVE

Section 25.1 – Active Duty

An employee who is ordered or who volunteers for active duty in the armed services of the United States will be granted leave without pay in accordance with law, including the Uniformed Services Employment and Reemployment Rights Act (USERRA). The employee's position will be posted as a leave replacement position. Following release from military service, the employee will be reinstated to employment status consistent with legal requirements, including USERRA.

Section 25.2 – Training Time

An employee who is called to active training duty in the Armed Forces Reserve will be granted military leave of absence at normal pay for a period not exceeding twenty-one (21) days during such calendar year, provided that any such reservist shall present evidence to the District that s/he has made all reasonable efforts to arrange for such active training duty during the summer months or other district vacation periods. Such evidence should include correspondence which indicates an effort was made to arrange for training during nonstudent days.

ARTICLE XXVI – EMERGENCY LEAVE/OCCUPATIONAL LEAVE/PERSONAL LEAVE

Section 26.1 – Emergency Leave

Emergency leave shall be available to classified employees for hardships or other pressing needs and shall be granted in situations which cannot be dealt with outside of working hours and require the individual to absent him/herself from his/her duties. Approved emergency leave shall be deducted from accumulated Temporary Disability Leave.

Application may be made by an acceptable intermediary to the superintendent or designated representative. (This option generally may be used for personal private matters of an emergent nature.)

When the need for emergency leave is known in advance, the employee seeking such leave shall complete application and approval at least 72 hours before the date of requested leave. Where knowledge of the need is less than 72 hours before the date of the requested leave, the employee seeking the leave will complete application and approval with as much notice as possible. Failure to comply with these time provisions may be grounds for denial of leave.

Emergency leave shall be granted, but will not be paid, to employees for court appearance for violation of a penal statute or ordinance committed by or with the knowledge or consent of the employee or where such court appearance or hearing involved a suit brought against the district by the employee.

Section 26.2 – Occupational Leave

- A. A regular employee shall be granted up to one (1) day of occupational leave per year. Occupational leave will be granted only when an individual is unable to take advantage of an opportunity for occupational growth on non-work time.
- B. Such leave will be non-accumulative, shall not extend any other leaves, and shall not be used for recreation, leisure, or vacation.
- C. Application for such leave must be made through the immediate supervisor at least forty-eight (48) hours in advance and must be approved by the superintendent or designee.

Section 26.3 – Personal Leave

All employees shall have two (2)–personal leave days with pay per year. Any unused personal leave may be cashed out after August 31 each year at 62% of the employee’s wage.

Personal leave days are to be used for personal, business, household, or family matters which require absence during work hours. Personal leave will be submitted three days in advance if possible. A good faith effort will be made to secure a substitute.

For food service, operations, and transportation departments, a Classified Staff Personal Leave Request Form must be filed with the immediate supervisor prior to the leave being taken. Personal leave requests will be granted on a first-requested, first-served basis. Such leave must be approved by the supervisor prior to being taken, such approval dependent on only on the availability of substitutes.

If an employee does not have enough personal leave available at the time of a previously approved leave, the employee must re-apply to take leave in an unpaid status. If the leave is denied, a review can be requested of the Director of Human Resources.

ARTICLE XXVII – JURY DUTY AND COURT APPEARANCE

Paid leave of absence shall be authorized for jury duty or under subpoena as a disinterested witness in court.

An employee who has been notified that s/he is to appear for jury duty or has received such a subpoena will, as soon as practical after receiving such notification or subpoena, inform his/her supervisor of the date and hour s/he is to appear.

If an employee has been notified that s/he is to appear for jury duty or has received such a subpoena and such notice or subpoena is rescinded before so appearing, s/he will immediately notify his/her supervisor and report for work as directed.

An employee who has to appear or serve for such witness or jury duty, and who is released from such duty on or before the noon recess, will immediately report such release to his/her supervisor and, if his/her services are requested, will report for assignment within reasonable time (that same day).

ARTICLE XXVIII – MEDICAL/DENTAL/VISION COVERAGE

Section 28.1 – Medical

Medical care insurance coverage will be provided for employees and their legal dependents. The District shall provide the maximum amount per month funded by the state per FTE employee toward the payment of medical, dental, and vision insurance premiums. The District will pay the full cost of the HCA carve-out/retiree subsidy for each year of this agreement. To be eligible for medical insurance coverage, an employee's posted hours shall be at least 17½ hours per week. Effective September 1, 2017, each employee shall pay at least \$1.00 of the monthly cost of the premium chosen by the employee. If the actual total premium cost for an employee, including the \$1.00 contribution by the employee, is less than the state allotment, the difference will be placed in a pool for use by other employees. If the actual total premium cost for an employee is more than the state allotment, the difference will be made up from the above described pool and by the employee through a voluntary payroll deduction.

Through August 31, 2017: For employees working less than 1,425 posted hours per year, the District will make monthly medical insurance premium payments equal to that part of the state health care allocation that their annual posted hours worked bears to 1,425 hours. (For example, an employee who works 6 hours per day and 191 days per year will be eligible to receive 80.42% of the state monthly allocation per month for the year. $6 \times 191 = 1,146 \div 1,425 = .8042$)

Beginning September 1, 2017: For employees working less than 1,440 posted hours per year, the District will make monthly medical insurance premium payments equal to that part of the state health care allocation that their annual posted hours worked bears to 1,440 hours. (For example, an employee who works 6 hours per day and 191 days per year will be eligible to receive 80% of the state monthly allocation per month for the year. $6 \times 191 = 1,146 \div 1,440 = 80\%$.)

The Employer has the option to provide coverage from annually agreed to plans. However, no employee or spouse or children will be covered by more than one district-paid plan. If spouses are both employees of the Longview School District, they will be entitled to combine their individual allocations to elect one (1) of the approved programs.

The state/District contribution for medical benefits and retiree subsidy will be communicated to employees each year. This Section 28.1 shall be reopened annually to comply with mandated changes in state law only.

Section 28.2 – Dental

Dental care insurance coverage will be provided for employees and their legal dependents. The District shall provide the maximum amount per month funded by the state per FTE employee toward the payment of medical, dental, and vision insurance premiums. An employee must work in a job which is scheduled to include 1,440 annual posted hours to be eligible. If the actual total premium costs for an employee are less than the state allotment, the difference will be placed in a pool for use by other employees. If the actual total premium cost for an employee is more than the state allotment, the difference will be made up from the above described pool and by the employee through a voluntary payroll deduction system.

Section 28.3 – Vision

Vision care insurance coverage will be provided for employees and their legal dependents. The District shall provide the maximum amount per month funded by the state per FTE employee toward the payment of medical, dental, and vision insurance premiums. An employee must work in a job which is scheduled to include

1,440 annual posted hours to be eligible. If the actual total premium cost for an employee is more than the state allotment, the difference will be made up from the above described pool and by the employee through a voluntary payroll deduction system.

Section 28.4 – Labor & Industries Worker’s Compensation Claims

For employees who are disabled due to a job-related illness or injury and who qualify for and are receiving time loss payments under RCW Chapter 51, the employer will continue to provide the medical, dental, and vision coverage as is provided in Article XXVIII and as the employee was regularly receiving prior to the disability. Such coverage will extend for a maximum of one year from the date of disability.

ARTICLE XXIX –BUS DRIVERS

Section 29.1 – Definitions

Base regular hours means “a bus driver’s base for determining regular hours shall be the composite hours of their regular a.m. and p.m. routes.”

Regular runs are “a driver’s to-and-from school runs at the beginning and ending of the school day (a.m. and p.m.)”

Supplemental runs are “runs requiring at least one hour per week for a fixed period of time and include, but are not-limited to, therapy, swim, and preschool runs.”

Activity trips are “all runs connected with field trips, music, sports, extracurricular, performing arts, vocational, and extended learning, but does not include regular or supplemental runs.”

Bidding is “the act of placing one’s signature on a posting to indicate his/her desire and availability to perform a department opening.” The senior employee, if qualified, shall fill the opening.

Emergency is “a situation that has been suddenly precipitated or is of such a nature that preplanning could not have occurred.”

Scheduled early dismissal is “a situation where some schools have arranged to be dismissed before the end of the regular school day.”

Qualifications are “regular bus driver qualifications and completion of the special education driver training course.” This training will be provided by the Transportation Department and will be made available to all drivers.

Section 29.2.1 – Bus Drivers – Events

Bus drivers shall receive a minimum of two (2) hours regular pay for each event they drive, unless consecutive events (no longer than 30 minutes layover) result in two or more hours of work.

All regular basic education “west-of-town” runs shall be of a three- (3) hour minimum duration.

When a driver asks for the supplemental run off, the supplemental run shall be given to a regular driver on a rotation list by seniority. When a driver is going to be gone for the supplemental run and either the a.m. or p.m.

run, the supplemental run shall be given to a regular driver and the a.m. or p.m. run may be given to a substitute driver.

Section 29.2.2 – Annual Route Bidding Procedure

All routes will be open for bid three (3) consecutive days in September that allows the District at least seven (7) school days to determine appropriate routes for the year and permits employees at least three (3) days to select health benefits before the close of open enrollment. The dates of the bid will be announced by September 1 each year. The routes will be awarded according to seniority and then not rebid until the following school year. The hours chosen on the bid days will become each driver's employment authorization time.

Drivers not available during the open bid will be responsible for notifying Transportation prior to bid to view routes and make their priority selections according to seniority. Drivers will be awarded routes according to seniority and the order of their selections on routes still available. Due to the fluctuations of students and programs at the beginning of the school year, all special education routes will be posted and bid at eight (8) hours. Exceptions would be special education routes that did not have an employment authorization of eight (8) hours at the end of the prior school year and all new special education routes.

Any driver's posted hours that increases by more than thirty (30) minutes from the day after the annual bid through the end of the school year will be posted to the senior driver based on who bids on those hours. All or part of the posted hours will be awarded to the senior driver based on run efficiency. These will be Transportation Department postings only and will be posted for three (3) working days.

Should a driver's posted hours be decreased fifteen (15) minutes or more per day, the driver will have the right to bump anywhere his/her seniority takes them.

Drivers with a change in routes will be allowed to drive their new routes (with pay) to become acquainted with them. Any routes requiring more than two (2) hours of practice run time must have prior approval from the manager.

Section 29.2.3 - Summer Routes:

Drivers who want to work summer school routes must sign up before the last Friday in May.

Summer routes will be built, bid and awarded according to Section 29.2.2.

If summer routes increase or decrease by thirty (30) minutes or more for at least five (5) days, the route will be rebid on by seniority within one workday.

Summer route vacancy calling will happen each morning and the dispatcher will move on to the next person by seniority if a driver does not answer. Only one telephone number per driver will be called. It is the driver's responsibility to keep the current phone number up to date.

The dispatcher will be responsible for making work assignments and notifying substitutes.

Section 29.3 – Activity Trips

All regular drivers shall have the opportunity to bid on activity trips. Activity trips will first be offered to regular drivers, then substitute drivers. The plan and intent is to get all regular drivers to eight (8) hours first, then bid the remaining work and distribute as per the CBA, then distribute to substitute drivers on a rotation basis. The dispatcher will relieve drivers of a portion of their regular routes whenever a trip's scheduled departure time

falls within a regular route's scheduled time. This process is intended to manage overtime. (Refer to Sections 2.1, 15.4, and 15.5.)

Layover time on activity trips shall be paid at the regular bus driver's hourly rate. Overtime for layover hours will be paid at one and one-half (1 ½) times the regular rate.

Drivers shall be allowed to use district transportation in order to have their meals at a facility of their choice so long as the facility is within a two-mile (2-mile) radius of the event or the closest facility.

Section 29.3.1 – Trips Posting Procedures and Rules

Activity trips will be posted on Wednesdays for the coming week.

All trips that are received by the transportation office after Wednesday for the coming week will be posted the day they are received.

Regular Postings – Trips must be posted for at least two (2) days prior to the departure day. All postings will close at 5 p.m. the night before they are to be assigned.

Drivers must personally make their selection and place their name on the posted trip assignment board; no call-ins allowed. Current trip posting practices by drivers will be followed: Yes or No, first, second, third choices, annual check mark. Each bus driver will be given a one-time opportunity per work year, August 1 through July 31, to use his/her seniority to take any activity trip regardless of accumulated overtime. Check mark and emergency trip numbers will be recorded on the overtime sheet.

Trips will be assigned by 10 a.m.

Cumulative overtime hours will be posted daily (each a.m.) with regular and substitute driver overtime hours.

When calculating accumulated overtime, the following will be excluded from that calculation:

1. any overtime worked due to the three (3) required certified bus driver meetings
2. any overtime worked due to District-directed inservice training
3. any overtime worked due to first aid training
4. any overtime worked due to a bus accident
5. any overtime worked due to attendance at the bus driver meetings as identified in Section 29.4
6. any overtime worked outside the Transportation job classification as defined in Section 1.4

All drivers who receive less than one (1) hours' notice of cancellation of an activity run shall receive two (2) hours' pay at their regular rate. If a trip is cancelled, the dispatcher will notify the assigned driver.

All activity trips during school breaks, except summer, shall be posted and awarded prior to, or by, the last scheduled regular calendar workday before the break.

Summer trips for the following week will be posted by Wednesday and awarded on Thursday.

Section 29.3.2 – Emergency Trips

Emergency trips are those received too late to be posted for two (2) days.

Emergency trips will be announced over the radio and will be awarded to the senior driver who calls in with the least amount of trips recorded on their emergency trip sheet. If no regular driver calls in, the trip will be assigned to a substitute.

Section 29.3.3 – Overnight Trips

Overnight trips shall be paid at a minimum of eight (8) hours and to a maximum of 15 scheduled itinerary hours per DOT. An overnight trip is one that requires lodging of the driver. If the trip requires the driver to be on the clock into the next day as defined in 15.1.A, it shall be considered a continuation of the previous day. Drivers shall be reimbursed for meals and lodging.

With student safety and bus driver rest a paramount interest, during an overnight activity trip in a situation where an extended time exists between a driver's motel/hotel check-out time and student pick-up time, extended motel/hotel check-outs times will be authorized on the trip itinerary.

In the case where an extended motel/hotel check-out time is not authorized on the itinerary, but the driver feels that the activity trip conditions warrant an extended check-out time, that driver should contact the Transportation Department to discuss their concerns prior to departure.

In the event the schedule changes while on the trip, and the change would cause the driver to be on the bus an extended amount of time, waiting on student pick up, the driver should contact the Transportation Department about an extended motel/hotel check-out time.

Section 29.4 –Driver Meetings

Scheduled driver meetings will have content and/or activities of at least one (1) hour. Drivers who attend scheduled driver meetings that are held outside of drivers' scheduled hours will be compensated for a minimum of one (1) hours and are expected to participate for the full hour. If the scheduled meeting exceeds one (1) hour, drivers will be compensated for the actual meeting time. If a driver chooses to attend either less than one (1) hour or less than the total meeting time, he/she will be compensated only for the time he/she attended the meeting. This applies to scheduled driver meetings and is not applicable to occasional meetings that are called to address transportation issues that require immediate attention that may extend an employee's work day. Such occasional situational meetings will be compensated as time worked.

Section 29.5 – Pre& Post-trip Duties

Each a.m. and p.m. run shall consist of one fifteen-minute (15-minute) a.m. pre-trip and one ten-minute (10-minute) p.m. pre-trip plus thirty (30) minutes of cleanup per day consisting of a.m. post-trip fifteen (15) minutes and p.m. post-trip fifteen (15) minutes. Routes that have layovers of fifteen (15) minutes or greater duration shall utilize layover time as additional cleanup time.

ARTICLE XXX – GRIEVANCE PROCEDURE

Section 30.1 – Purpose

The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure.

Section 30.2 – Definitions

A *grievant* shall mean “an employee having a grievance,” or, in connection with union rights, “the Union (Service Employees Union, Local 925).” A *grievance* shall mean “an allegation by a grievant that a dispute or disagreement exists involving the interpretation or application of the terms of this Agreement.” *Days* shall mean “weekdays-Monday through Friday-when offices are open.” *Grievance form* means “the printed forms utilized to process a grievance.”

Section 30.3 – Consolidation of Grievances

In connection with grievances by multiple grievants dealing with the same issue and the same administrator, the grievances shall be consolidated for proceedings at Level One. For grievances by multiple grievants dealing with the same issue, but different administrators, they shall be consolidated at Level One for the same administrators, and at Level Two for further proceedings.

In matters dealing with alleged violations of union rights the grievances shall be initiated at Level Two.

Section 30.4 – Rights to Representation

A grievant may be represented at all stages of the grievance procedure by him/herself, or at his/her option, by the Union. If an employee presents his/her own grievance, without union representation, the settlement of the grievance will not be inconsistent with the terms of this Collective Bargaining Agreement.

Section 30.5 – Time Limitation

Formal filing of a grievance, as hereinafter set forth, shall be initiated by the employee in writing within thirty (30) days of the occurrence of the action which is the basis of the controversy or within thirty (30) days of the time when the grievant could have been expected to have learned of the occurrence, or the grievance will be deemed waived. If the stipulated time limits are not met by the Employer at one level, the grievant shall have the right to appeal the grievance to the next level of the procedure. If the stipulated time limits are not met by the grievant, the grievance shall be deemed waived.

Section 30.6 – Procedure

It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

It is expected that employees (SEIU members and supervisors) 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 interests of the District. Informal discussions between the employee and supervisor should take place before a formal grievance is filed.

1. Level One

If a grievance is not settled after informally discussing it with the immediate supervisor, the employee may file the grievance in writing (Form A) with the immediate supervisor within thirty (30) days. The grievance shall cite the specific Article and Section of the Agreement that has been violated and the remedy sought.

The immediate supervisor will arrange for a meeting to take place within six (6) days after receipt of the grievance. The supervisor shall provide the grievant and the Union with an answer to the grievance, together with the reason(s) for the decision, within six (6) days after the meeting.

2. Level Two

If the grievance is not settled at Level One, then the grievance may be referred in writing by the employee and the Union (Form B) to the superintendent or designee within ten (10) days after the grievant receives the supervisor's answer at Level One. The written grievance shall give a clear and concise statement of the alleged grievance, including the facts on which the grievance is based, reference to the specific terms of the Agreement that have been violated, the issues involved, and the remedy sought. The superintendent or designee shall arrange for a meeting with the grievant to take place within seven (7) days after receiving the notice of appeal. The superintendent or designee will have seven (7) days to provide a written decision, together with the reasons for the decision to the Union and the grievant.

3. Voluntary Mediation

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 binding arbitration. Such agreement or disagreement shall have no effect on the consideration or result of a grievance review and/or arbitration decision. Timelines for binding arbitration shall be suspended pending the outcome of mediation.

Section 30.7 – Binding Arbitration

1. The provisions of binding arbitration shall apply only to controversies brought by the Union against the Employer regarding the true intent and meaning of any provisions of this Agreement or regarding a claim that a commitment made in this Agreement has not been honored.
2. If the grievance is not settled at Level Two or Voluntary Mediation, the Union may submit it (Form D) to Binding Arbitration. This shall be done within thirty (30) days after the conclusion of the voluntary mediation step or thirty (30) days after either party declines voluntary mediation. Within ten (10) days following the receipt of any such request, the Board of Directors or its designee and the Union shall each appoint a representative. Within five (5) days following the appointment of such representatives they shall jointly appoint a hearing officer. In the event an arbiter is not agreed upon, the parties shall jointly request the services of the American Arbitration Association. The arbiter shall be selected by the AAA in accordance with its rules, which shall likewise govern the arbitration proceeding.

Within ten (10) days following the selection of a hearing officer, a hearing shall be scheduled. Both parties shall be notified in writing of the date, time, and place of such hearing at least three (3) days prior to the date established for the hearing.

The hearing officer shall preside at the hearing.

The hearing officer shall limit him/herself to the issues submitted involving the grievance and shall consider nothing else. S/he shall have no authority to add to, subtract from, or change the Agreement between the parties, but shall be permitted to rule on the arbitrability of the issues raised by the parties.

The decision of the hearing officer shall be binding on both parties.

3. **Costs**

The cost of the arbitration shall be shared fully by the parties, provided however, the hearing officer may award fees and costs to the prevailing party.

Section 30.8 – Exceptions to Binding Arbitration

The following grievances will not be covered in Section 30.7, so the decisions reached at Level Two or Voluntary Mediation shall be final.

1. Rights of the Employer as defined in Article II of this Agreement.
2. Any problems for which a specific remedy is provided for by law.

Section 30.9 – No Reprisals or Harassment

No reprisals of any kind will be taken by the Board or the school administration against any employee because of his/her participation in any grievance. There will be no harassment of Board members, administrators, or grievants during the processing of a grievance or thereafter.

ARTICLE XXXI – PRINTING AND DISTRIBUTING THE WORKING AGREEMENT

Within thirty (30) workdays following the ratification and signing of the Agreement, the Employer will make the contract available to all employees and administrators on the District website and provide an electronic version of the contract to the Union. The Employer and the Union will be responsible for printing whatever number of copies each party feels is sufficient for its own purposes at its own expense.

ARTICLE XXXII – EXPENSE TREATMENT

Section 32.1 – Meals and Travel for District Business

Employees will be allowed a maximum of six dollars (\$6.00) for a meal if called out to work in an emergency that disrupts their normal mealtime or when such notice is given one hour or less before work is to begin and the employee is required to work four (4) or more consecutive hours.

Employees who travel on assigned district business will be compensated for travel expenses per district policy and regulations.

Section 32.2 – Clothing Allowance

When approved by the supervisor, the employer will provide required safety equipment, clothing or footwear (other than reinforced toed boots). When approved, laundry service will be provided on a once-a-week basis. If District-provided safety equipment, clothing or footwear become unserviceable, the employee will contact his/her supervisor for replacement.

The District will provide an allotment of up to \$125 for the purchase of a pair of district-approved reinforced toed work boots annually for individuals working in the job classifications listed below:

Painter	Carpenter
Bus Shop Coordinator	Electrician
Auto/Diesel Technician	Plumber
	Boiler Technician
	Grounds (including stadium)
	Equipment Operator
	HVAC Technician

The District will provide an annual allotment of up to \$30 for the purchase of slip-proof shoes for operations staff assigned to work in the pool on a regular basis.

ARTICLE XXXIII – EMPLOYEE PROTECTION

Section 33.1 – Employee Protection

1. Introduction

The staff protection provisions in this agreement reflects District support of its employees in the event they are threatened, injured, or legal action is brought against them in the performance of their assigned duties. Coverage will be provided through and within the limits of District insurance policies.

2. Applicability

The protection applies to employee’s actions during the performance of their assigned work duties.

3. Procedures

- a. Employees who are threatened, injured, have had legal action brought against them, or have reason to believe that legal action will be brought against them relating to their assignment shall notify as soon as possible his/her site administrator or, if he/she is not available, a District administrator. Steps shall be taken in cooperation with the employee and law enforcement officials to provide reasonable safety protection.
- b. The employee shall submit a written report to the site administrator within one (1) workday after the incident, unless there are extenuating circumstances.
- c. The employee will, within two (2) workdays, unless there are extenuating circumstances, deliver the original copy of any summons, complaint, or other legal papers to his/her site administrator.

- d. If appropriate, the site administrator informed of the incident shall notify as soon as possible the Director of Human Resources or in person so he/she can contact the appropriate individual.
- e. If appropriate, the site administrator shall submit a written report to the Director of Human Resources within two (2) workdays after the incident.

Section 33.2 – Insurance Coverage

District insurance coverage shall be in accordance with RCW 28A.400.370, Mandatory Insurance Protection for Employees; RCW 28A.320.100, Defense, Costs, Fees; and RCW 28A.320.060, Insurance to Protect and Hold Personally Harmless.

Section 33.3 – Administering/Dispensing Medication

No employee shall be requested or required to dispense or administer medication unless in accordance with the most recently updated Washington State Law.

Section 33.4 – Reporting Alleged Child Abuse

The District shall protect employees when reporting alleged child abuse per District Policy and Regulations 3421 and Washington State Law.

Section 33.5 – Control of Students

The Employer shall support and assist employees with respect to the supervision and control of students, public, and/or other staff while employed by the Longview School District on Longview School District property.

Section 33.6 – Safe Working Conditions

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- B. To the extent possible by job assignment, building design, and available District resources, employees shall be provided a work area with adequate space, heating, ventilation, and lighting in which to work.

Section 33.7 – Sexual Harassment

Sexual harassment occurs when a supervisor or a co-worker makes unwelcome verbal or physical sexual advances to an individual which either interferes with an individual's work performance or creates an intimidating or offensive work environment or which becomes a basis for employment decisions regarding that individual. Any and all acts of sexual harassment will be reported immediately to supervisory personnel.

See Board Policy for additional information regarding sexual harassment and employee rights and responsibilities.

ARTICLE XXXIV - BOOSTER TICKETS

The District will make available to bargaining unit members a booster ticket which will admit them to all Longview high school athletic extra-curricular activities for the current year. The ticket excludes admission to tournaments and playoffs. Employee tickets shall be at no cost to the employee and may be obtained at any secondary school during regular work hours.

The employee may purchase a second adult ticket at a price of ten dollars (\$10). Tickets may be purchased at any secondary school during regular school hours.

The adult ticket will admit dependent children who are still in grade school accompanied by at least one parent. The ticket is nontransferable.

ARTICLE XXXV- MODIFICATION AND DURATION OF AGREEMENT

Section 35.1 - Modification


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

Section 35.2 - Duration of Agreement

This Agreement shall become effective September 1, 2016, and shall continue in effect until August 31, 2019. The content of this Agreement shall not be altered orally and constitutes the entire Agreement between the parties concluding collective bargaining for its term.

Neither party shall be required during the term of this Agreement to negotiate or bargain upon any issue; however, this Agreement may be altered, changed, added to, deleted from, or modified, by the mutual consent of the Employer and the Union.

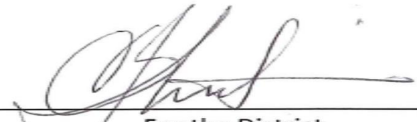
Negotiations between the parties on a successor Agreement shall begin at least sixty (60) days prior to the Agreement expiration date.



For the Union

7/27/17

Date



For the District

Jan 9, 2017

Date

SEIU PAY SCHEDULE

Position	Year	2016-17	2017-18	2018-19
10 Paraeducator	1-2	\$ 14.04	\$ 14.58	\$ 14.80
	3-4	\$ 14.82	\$ 15.38	\$ 15.61
	5+	\$ 15.60	\$ 16.20	\$ 16.44
11 High Needs SPED Paraeducator	1-2	\$ 15.04	\$ 15.62	\$ 15.85
	3-4	\$ 15.87	\$ 16.48	\$ 16.73
	5+	\$ 16.72	\$ 17.36	\$ 17.62
12 Liaison w/o BA	1-2	\$ 15.70	\$ 16.23	\$ 16.39
	3-4	\$ 16.58	\$ 17.13	\$ 17.30
	5+	\$ 17.45	\$ 18.03	\$ 18.21
13 Liaison w/BA	1-2	\$ 17.88	\$ 18.47	\$ 18.66
	3-4	\$ 18.88	\$ 19.50	\$ 19.70
	5+	\$ 19.87	\$ 20.53	\$ 20.74
14 Certified Support (Interpreter, COTA, PTA, SLPA, Brailist, LPN)	1-2	\$ 21.84	\$ 22.57	\$ 22.79
	3-4	\$ 23.06	\$ 23.82	\$ 24.06
	5+	\$ 24.27	\$ 25.08	\$ 25.33
15 Direct Services Coordinator w/BA	1-2	\$ 27.02	\$ 27.85	\$ 28.06
	3-4	\$ 28.09	\$ 28.95	\$ 29.17
	5+	\$ 28.80	\$ 29.68	\$ 29.91
16 Direct Services Coordinator w/MA	1-2	\$ 32.40	\$ 33.39	\$ 33.64
	3-4	\$ 33.47	\$ 34.50	\$ 34.76
	5+	\$ 34.19	\$ 35.24	\$ 35.50
20 Food Service Coordinator	1-2	\$ 19.22	\$ 19.81	\$ 19.95
	3-4	\$ 19.22	\$ 20.10	\$ 20.55
	5+	\$ 19.22	\$ 20.30	\$ 20.96
21 Central Kitchen Supervisor	1-2	\$ 17.32	\$ 17.85	\$ 17.98
	3-4	\$ 17.32	\$ 18.12	\$ 18.52
	5+	\$ 17.32	\$ 18.29	\$ 18.89
22 Secondary Supervisor	1-2	\$ 16.71	\$ 17.22	\$ 17.35
	3-4	\$ 16.71	\$ 17.48	\$ 17.87
	5+	\$ 16.71	\$ 17.65	\$ 18.22
23 Production (Baker, Cook, Salad Maker)	1-2	\$ 15.48	\$ 15.96	\$ 16.08
	3-4	\$ 15.48	\$ 16.20	\$ 16.56
	5+	\$ 15.48	\$ 16.35	\$ 16.89
24 Production Assistant (Assistant Baker, Assistant Cook, Assistant Salad Maker, Packager/Checker)	1-2	\$ 14.87	\$ 15.33	\$ 15.44
	3-4	\$ 14.87	\$ 15.56	\$ 15.91
	5+	\$ 14.87	\$ 15.71	\$ 16.22
25 Elementary Server	1-2	\$ 13.96	\$ 14.39	\$ 14.50
	3-4	\$ 13.96	\$ 14.61	\$ 14.94
	5+	\$ 13.96	\$ 14.75	\$ 15.23
26 Kitchen Helper	1-2	\$ 13.40	\$ 13.81	\$ 13.92
	3-4	\$ 13.40	\$ 14.02	\$ 14.34
	5+	\$ 13.40	\$ 14.16	\$ 14.62

Position	Year	2016-17	2017-18	2018-19
30 Warehouse Coordinator	1-2	\$ 21.63	\$ 22.30	\$ 22.47
	3-4	\$ 21.63	\$ 22.63	\$ 23.14
	5+	\$ 21.63	\$ 22.85	\$ 23.59
31 Driver/Storekeeper	1-2	\$ 19.48	\$ 20.08	\$ 20.23
	3-4	\$ 19.48	\$ 20.38	\$ 20.84
	5+	\$ 19.48	\$ 20.58	\$ 21.25
40 Technology Coordinator	1-2	\$ 32.73	\$ 33.74	\$ 33.99
	3-4	\$ 32.73	\$ 34.24	\$ 35.01
	5+	\$ 32.73	\$ 34.57	\$ 35.70
41 Technology Specialist	1-2	\$ 29.49	\$ 30.39	\$ 30.62
	3-4	\$ 29.49	\$ 30.85	\$ 31.54
	5+	\$ 29.49	\$ 31.15	\$ 32.16
42 Technology Assistant	1-2	\$ 16.07	\$ 16.56	\$ 16.68
	3-4	\$ 16.07	\$ 16.80	\$ 17.18
	5+	\$ 16.07	\$ 16.97	\$ 17.52
50 Copy Center Operator I	1-2	\$ 21.42	\$ 22.08	\$ 22.24
	3-4	\$ 21.42	\$ 22.41	\$ 22.91
	5+	\$ 21.42	\$ 22.62	\$ 23.36
51 Copy Center Operator II	1-2	\$ 19.77	\$ 20.37	\$ 20.53
	3-4	\$ 19.77	\$ 20.68	\$ 21.14
	5+	\$ 19.77	\$ 20.88	\$ 21.56
52 Copy Center Operator III	1-2	\$ 16.53	\$ 17.04	\$ 17.17
	3-4	\$ 16.53	\$ 17.30	\$ 17.68
	5+	\$ 16.53	\$ 17.46	\$ 18.03
60 Maintenance Coordinator	1-2	\$ 27.94	\$ 28.79	\$ 29.01
	3-4	\$ 27.94	\$ 29.22	\$ 29.88
	5+	\$ 27.94	\$ 29.51	\$ 30.47
61 HVAC	1-2	\$ 26.79	\$ 27.61	\$ 27.81
	3-4	\$ 26.79	\$ 28.02	\$ 28.65
	5+	\$ 26.79	\$ 28.29	\$ 29.21
62 Journey Maintenance (Boiler Technician, Carpenter, Electrician, Plumber, Roofer, Painter)	1-2	\$ 25.18	\$ 25.96	\$ 26.15
	3-4	\$ 25.18	\$ 26.34	\$ 26.94
	5+	\$ 25.18	\$ 26.60	\$ 27.46
63 Maintenance Technician	1-2	\$ 22.54	\$ 23.23	\$ 23.41
	3-4	\$ 22.54	\$ 23.58	\$ 24.11
	5+	\$ 22.54	\$ 23.81	\$ 24.58
64 Groundsperson / Operator	1-2	\$ 20.62	\$ 21.26	\$ 21.42
	3-4	\$ 20.62	\$ 21.57	\$ 22.06
	5+	\$ 20.62	\$ 21.78	\$ 22.49
65 Laborer	1-2	\$ 12.94	\$ 13.34	\$ 13.44
	3-4	\$ 12.94	\$ 13.54	\$ 13.84
	5+	\$ 12.94	\$ 13.67	\$ 14.12
70 Operations Coordinator	1-2	\$ 25.02	\$ 25.79	\$ 25.98
	3-4	\$ 25.02	\$ 26.17	\$ 26.76
	5+	\$ 25.02	\$ 26.43	\$ 27.29

Position	Year	2016-17	2017-18	2018-19
71 BMP HS	1-2	\$ 22.54	\$ 23.23	\$ 23.41
	3-4	\$ 22.54	\$ 23.58	\$ 24.11
	5+	\$ 22.54	\$ 23.81	\$ 24.58
72 BMP MS	1-2	\$ 19.98	\$ 20.59	\$ 20.75
	3-4	\$ 19.98	\$ 20.90	\$ 21.37
	5+	\$ 19.98	\$ 21.11	\$ 21.79
73 BMP Elementary	1-2	\$ 18.86	\$ 19.44	\$ 19.58
	3-4	\$ 18.86	\$ 19.73	\$ 20.17
	5+	\$ 18.86	\$ 19.92	\$ 20.57
74 Lead MM Pool	1-2	\$ 18.85	\$ 19.43	\$ 19.57
	3-4	\$ 18.85	\$ 19.72	\$ 20.16
	5+	\$ 18.85	\$ 19.91	\$ 20.56
75 Lead HS	1-2	\$ 18.51	\$ 19.08	\$ 19.22
	3-4	\$ 18.51	\$ 19.36	\$ 19.80
	5+	\$ 18.51	\$ 19.55	\$ 20.19
76 Lead MS	1-2	\$ 18.20	\$ 18.75	\$ 18.90
	3-4	\$ 18.20	\$ 19.03	\$ 19.46
	5+	\$ 18.20	\$ 19.22	\$ 19.84
77 Custodian	1-2	\$ 17.04	\$ 17.57	\$ 17.70
	3-4	\$ 17.04	\$ 17.83	\$ 18.23
	5+	\$ 17.04	\$ 18.00	\$ 18.59
80 Transportation Coordinator	1-2	\$ 27.94	\$ 28.79	\$ 29.01
	3-4	\$ 27.94	\$ 29.22	\$ 29.88
	5+	\$ 27.94	\$ 29.51	\$ 30.47
81 Journey Trans Technician	1-2	\$ 25.18	\$ 25.96	\$ 26.15
	3-4	\$ 25.18	\$ 26.34	\$ 26.94
	5+	\$ 25.18	\$ 26.60	\$ 27.46
82 Trainer Dispatcher	1-2	\$ 22.93	\$ 23.63	\$ 23.81
	3-4	\$ 22.93	\$ 23.98	\$ 24.52
	5+	\$ 22.93	\$ 24.22	\$ 25.01
83 Bus Driver	1-2	\$ 18.12	\$ 18.82	\$ 19.10
	3-4	\$ 19.13	\$ 19.86	\$ 20.16
	5+	\$ 20.14	\$ 20.91	\$ 21.22
90 Campus Security	1-2	\$ 13.98	\$ 14.41	\$ 14.52
	3-4	\$ 15.47	\$ 15.95	\$ 16.07
	5+	\$ 16.96	\$ 17.48	\$ 17.61

Advancement from step rate Year 2 to Year 3 requires two years of satisfactory evaluations and the evaluator's recommendation. Advancement from step rate Year 4 to Year 5 requires two additional years of satisfactory evaluation and the evaluator's recommendation. Longevity rate increases are determined based on the employee's anniversary date occurring on or before September 1 of each year. If the employee is eligible for a longevity rate increase, the new rate will be effective on the first date of the new school year contract. An additional 11% of an employee's rate of pay will be paid during the time occasional or regular coordinator duties are performed.

GRIEVANCE FORM A

FORMAL GRIEVANCE PRESENTATION (LEVEL ONE)

(To be completed by employee or the Union and submitted to his/her immediate supervisor or other appropriate administrator before proceeding to the superintendent or designee.)

EMPLOYEE _____ DATE OF FORMAL PRESENTATION _____

UNION PRESIDENT 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 which have been violated, issues involved, and the remedy sought.)

Signature of Employee or Union

Date

(Disposition of grievance is on the reverse side.)

GRIEVANCE FORM A

Disposition of Level One

The supervisor shall provide the employee and the Union with a written answer to the grievance together with the reasons for the decision within six (6) days after the meeting.

DATE OF DECISION _____

Signature of Supervisor

EMPLOYEE'S RESPONSE:

_____ I accept the above decision of the supervisor (or other administrator).

_____ I hereby refer the above decision to Level Two for appeal to the superintendent of schools or designee. Please complete Form B.

DATE OF RESPONSE _____

Signature of Employee

GRIEVANCE FORM B

NOTIFICATION OF APPEAL (LEVEL TWO)

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

EMPLOYEE _____ DATE OF FORMAL PRESENTATION TO
IMMEDIATE SUPERVISOR _____

UNION PRESIDENT
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 which have been violated, issues involved, and the remedy sought.)

Signature of Employee

Date

Signature of Union

Date

(Disposition of grievance is on the reverse side.)

GRIEVANCE FORM B

Disposition of Level Two

The superintendent or designee shall provide the employee and the Union with a written answer to the grievance together with the reasons for the decision within seven (7) days after the meeting.

DATE OF DECISION _____

Signature of superintendent
or designee

EMPLOYEE'S RESPONSE: (To be completed by employee within six (6) days of the decision.)

_____ Employee and/or Union accept the above decision of the superintendent or designee.

_____ Employee and/or Union hereby appeals, through the Union, to Level Three. Please complete Form C.

DATE OF RESPONSE _____

Signature of Employee

GRIEVANCE FORM C

NOTIFICATION OF INTENT TO MEDIATE

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

EMPLOYEE _____ DATE OF FORMAL PRESENTATION TO
IMMEDIATE SUPERVISOR _____

UNION PRESIDENT
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 which have been violated, issues involved, and the remedy sought.)

Signature of Employee

Date

Signature of Union

Date

GRIEVANCE FORM D
REQUEST FOR BINDING ARBITRATION

EMPLOYEE _____

DATE OF FORMAL
PRESENTATION _____

UNION PRESIDENT
OR DESIGNEE _____

DATE REQUEST RECEIVED
FOR ARBITRATION _____

Signature of Union President

Date

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MEMORANDUM OF UNDERSTANDING

Between

Service Employees International Union Local 925

and the Longview School District

Service Employees International Union Local 925 (the "Union") and the Longview School District (the "District") agree that the assignment of work for the noted positions will be clarified and performed as follows:

The **Elementary Package Server** ^{assigned to perform backup duties (SFO)} shall serve in the elementary or secondary 'when needed,' which means when an elementary or secondary food services employee is absent, they will be sent to cover their position.

The **Assistant Baker/Cook/Salad Maker** would be sent to serve in an elementary or secondary 'in an emergency,' which means if there is more than one absence, and the Elementary Package Server is sent to cover an absent employee, the Assistant Baker/Cook/Salad Maker would be sent to fill the position of the other absent employee.

Because filling in for an absent elementary or secondary food services employee is part of the Elementary Package Server's job, on the occasion that there is more than one absence, the Elementary Package Server shall have the option to fill the position (absence) with the most hours.

Ronald K Kramer

Signature, District

4/12/18

Date

Shawn Nyman

Signature, Union Representative

Goldie Valentini

Signature, Longview Chapter President

4-12-18

Date

MEMORANDUM OF UNDERSTANDING
between the
LONGVIEW SCHOOL DISTRICT
and the
SERVICE EMPLOYEES INTERNATIONAL UNION No. 925

RE: June 20, 2016 due to OSPI waiver of one student contact day

Due to emergency closure of schools December 9-11, 2015 and January 4, 2016, the Longview School District received a waiver from OSPI of one student contact day for the 2015-2016 school year. Students will not be required to attend on the 180th day, which would be Monday, June 20, 2016. Those employees whose work calendars are tied to student contact days will be required to account for Monday, June 20, 2016 in one of three ways:

1. Work their regular posted hours* on that day; or
2. Take appropriate leave for that day; or
3. Mark the day on their timesheet as unpaid.

Those employees who choose not to work on June 20, 2016 are pre-approved to do so and need not get approval from either their immediate supervisor or human resources for this one-time event.

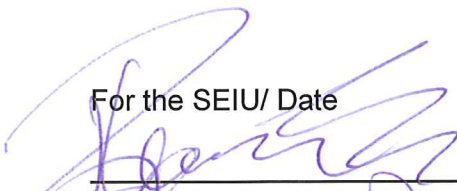
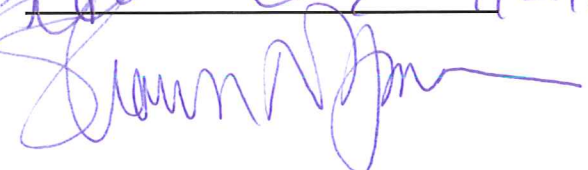
The parties agree that this Memorandum of Understanding will be in effect only for June 20, 2016.

*Supervisors will assign work for employees within their job classification.

For the District / Date

 4/27/2016

For the SEIU/ Date

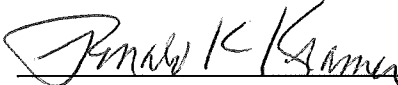
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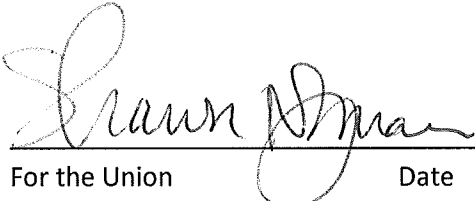
LETTER OF AGREEMENT
between the
Longview School District
and
Service Employees International Union

Both parties agree to the revision of the longevity step increase language to:

Advancement from step rate Year 2 to Year 3 requires two years of satisfactory evaluations and the evaluator's recommendation. Advancement from step rate Year 4 to Year 5 requires two additional years of satisfactory evaluation and the evaluator's recommendation. Longevity rate increases are determined based on the employee's anniversary date occurring on or before September 1 of each year. If the employee is eligible for a longevity rate increase, the new rate will be effective on the first date of the new school year contract. An additional 11% of an employee's rate of pay will be paid during the time occasional or regular coordinator duties are performed.

This language will be updated on the 2016-2019 salary schedule.


_____ 5/10/17
For the District Date


_____ 5/10/17
For the Union Date

LETTER OF AGREEMENT

Between

Service Employees International Union Local 925

And the Longview School District

Service Employees International Union Local 925 (the "Union") and the Longview School District (the "District") agree that this letter of agreement applies only to the following:

- Position # 12 – Liaison w/o BA
- Position # 13 – Liaison w/BA
- Position # 14 – Certified Support (Interpreter, COTA, PTA, SLPA, Brailist, LPN)

As agreed, these employees will receive a 4% wage increase for the 2016-2017 school year, in addition to the 1.8% cost of living adjustment that was implemented September 1, 2016. The 4% will be paid retroactive to September 1, 2016. Employees received 2% of this 4% in the original settlement of the contract.

For the 2017 – 2018 and 2018 – 2019 school years, these employees will receive the following wage increases:

Contract Year 2 wage increase = 1.0%

Contract Year 3 wage increase = 1.0%

For the 2017 – 2018 and 2018 – 2019 school years, they will maintain their currently factored step increases.

Signed Donald K Kramer

For the Longview School District

Date 7/20/17

Shawn Dorman

For the Union

Date 7/20/17

Josephine Johnson 7/20/17
Judy Saluseh 7-20-17
Betsy Polk 7/20/17

LETTER OF AGREEMENT
between the
Longview School District
and
Service Employees International Union

Both parties agree to the following revised language:

ARTICLE X – CLASSES OF EMPLOYEES

Section 10.2.2 – Food Service

In Central kitchen, in the event the Kitchen Supervisor is absent for less than thirty (30) days, the Production Leads (Baker, Cook and Salad Maker) will have the opportunity to fill the position in seniority order, but opportunities to fill-in will be rotated.

In the Central kitchen, in the event that one (1) Production Lead (Baker, Cook and Salad Maker) is absent for less than thirty (30) days, the production assistant will have the opportunity to fill that position first. In the event that more than one (1) lead position is absent, or the production assistant is absent, all other central kitchen employees will have the opportunity to fill the position(s) in seniority order, but opportunities to fill-in will be rotated.

In the event that there is a temporary vacancy of less than thirty (30) days in a secondary kitchen in the Kitchen Supervisor position, the Secondary-Salad Maker in that kitchen will have the opportunity to fill the position.

In the event that there is a temporary vacancy of less than thirty (30) days in a secondary kitchen, qualified employees in lower paid positions may step up into those vacancies, in order of seniority, but opportunities to fill-in will be rotated.

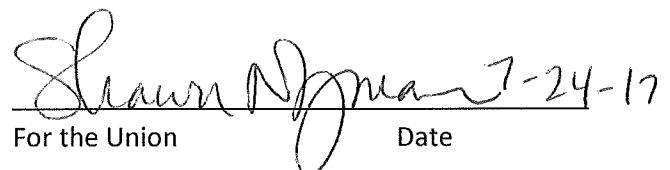
If no one steps up for a position, or no provision for step-up is provided in this section, substitutes will be called to fill temporary vacancies.

All food service employees are required to obtain School Nutrition Association (SNA) certification within the first six months of employment and maintain their certification for continued employment. Employees hired on or before the date of this Letter of Agreement are required to obtain SNA certification within 90 days of the date of this LOA or six months of employment, whichever is greater, and maintain their certification for continued employment.

To compensate for the SNA requirement, \$0.25 (25 cents) was included in the wage on the salary schedule for all Food Services positions for 2016 - 2019.

 7/24/17

For the District Date

 7-24-17

For the Union Date

MEMORANDUM OF UNDERSTANDING
 Between
 LONGVIEW SCHOOL DISTRICT
 and
 SERVICE EMPLOYEES INTERNATIONAL UNION NO. 925

Longview School District ("Employer") has adopted the health reimbursement arrangement (HRA) plans offered and administered by the Voluntary Employees' Benefit Association Trust for Public Employees in the State of Washington (collectively the "Plans"): the **Standard HRA Plan**, which shall be integrated with the Employer's or another qualified group health plan and to which the Employer shall remit contributions only on behalf of eligible employees who are enrolled in or covered by such qualified group health plan and any other contributions that may be permitted under applicable law from time to time; and the **Post-separation HRA Plan** to which the Employer may remit contributions on behalf of eligible employees, including eligible employees who are not enrolled in or covered by the Employer's or another qualified group health plan, and which shall provide benefits only after a participant separates from service or retires. Employer agrees to contribute to the Plans on behalf of all employees in the Service Employees International Union No. 925 ("Group") defined as eligible to participate in the Plans. Each eligible employee must submit a completed and signed Enrollment Form to become an eligible participant and become eligible for benefits under the Plans.

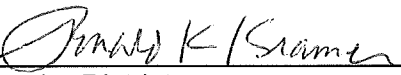
Contributions on behalf of each eligible employee shall be based on the following selected funding sources/formulas:

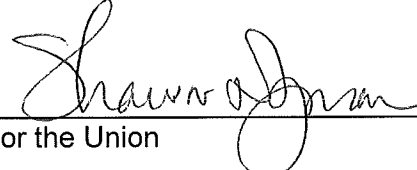
Sick Leave Contributions – Annual: Eligibility for contributions on an annual basis is limited to employees who have accumulated 180 days (or more if eligible⁽¹⁾) of unused sick leave. To be eligible during the term of this agreement, an employee must have earned at least 180 days of unused sick leave as of the effective date, not including any front loaded days.

Sick Leave Contributions – Retirement or Separation from Service: Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this agreement.

NOTE: All leave cash out contributions on behalf of each eligible employee shall be based on the cash-out value of leave days or hours accrued by such employee available for contribution in accordance with statute and District policy or procedure. For sick leave cash-outs, it is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with RCW 28A.400.210. If an employee eligible for such sick leave contribution fails to sign and submit such agreement to the District, the District will not make sick leave cash-out contributions to the Plan at any time during the term of this agreement, and any and all excess sick leave which, in the absence of this agreement, would accrue to such employee during the term hereof shall be forfeited together with all cash rights that pertain to such excess sick leave.

The term of this agreement shall be from September 1, 2017, to August 30, 2018.


 For the District _____
 Date 7/24/17


 For the Union _____
 Date 7-24-17

⁽¹⁾ Employees whose employment contract exceeds 180 days may accrue sick leave up to their annual contract amount. Such employee groups may consider a higher eligibility threshold for annual sick leave contributions to the VEBA Plan.

⁽²⁾ The language in this model agreement assumes the term shall coincide with the employee group's contract year (i.e., September 1 to August 31).

LETTER OF AGREEMENT
between the
Longview School District
and
Service Employees International Union

Both parties agree to the following revised language for Article XIV:

ARTICLE XIV – POSTING OF JOB OPENINGS

Section 14.1 – Filling an open regular position

In order to afford employees an opportunity to apply for open regular positions (an open regular position is one that has been permanently vacated by the prior employee or is the result of a newly created position), notice of such openings shall be posted within the district only, no later than ten (10) days from the date of opening for a period of five (5) working days. Such posted positions will be filled within ten (10) working days from closing of posting. The District will notify the Union if the timelines for posting and hiring will not be met in specific circumstances. Current employees who possess the necessary skills, abilities and qualifications to perform the essential functions of the position will be given first consideration, according to total district seniority; and then substitutes, who are members of the bargaining unit as defined in Section 10.2, if they have the necessary skills, abilities and qualifications to perform the essential functions of the position. If the position is not filled by a current employee or substitute as defined above, then the District will open the position to outside applicants.

Regular employees who accept an open regular position in any job classification (inside or out of their job classification) are not allowed to return to their former position. If their former position becomes open, they may apply as per this section.

Section 14.2 – Subsequent Opening(s) due to filling an open regular position

- A. If the open regular position is filled by an employee within the same job classification, subsequent openings within the classification do not need to be posted. These openings will be filled only from the list of employees who applied for the open regular position. Employees within the classification who applied will be given first consideration by total district seniority, if they have the skills, abilities and qualifications; then employees outside the classification who applied shall be considered by total district seniority, if they have the skills, abilities and qualifications to perform the essential functions of the position.
- B. If the open regular position is filled by an employee outside the job classification, the subsequent vacant position will be posted.

- C. If the open regular position is not filled by a current employee or a substitute who is a member of the bargaining unit as defined in Section 10.2, the position shall be posted to outside applicants.

Section 14.3 – Filling an Opening – Interim Basis

The Employer reserves the right to fill an opening on an interim basis while the opening is being posted and selection is being made. (See Article X, Section 10.3)

Section 14.3 – Filling an Opening – Interim Basis

The Employer reserves the right to fill an opening on an interim basis while the opening is being posted and selection is being made. (See Article X, Section 10.3)

Section 14.4 – Filling an Opening – Leave Replacement

If an employee is off work for more than 30 days, or the District is notified that an employee will be off work in excess of (30) working days (ten (10) days for bus drivers), his/her position will be posted internally as an open leave replacement position. Notice of such openings shall be posted internally, no later than ten (10) days from the date of opening for a period of five (5) working days. SEIU applicants from all classifications may apply for the posted position, however applicants within the classification will be given first consideration. Current regular employees within the classification who possess the necessary skills, abilities and qualifications to perform the essential functions of the position will be given first consideration, according to total district seniority; and then substitutes within the classification, who are members of the bargaining unit as defined in Section 10.2, if they have the necessary skills, abilities and qualifications to perform the essential functions of the position. If no applicant within classification is selected based on the above criteria, internal applicants from outside the classification will be considered. Such posted positions will be filled within ten (10) days from closing of posting. The District will notify the Union if the timelines for posting and hiring will not be met in specific circumstances.

Section 14.4.1 – Openings Subsequent to Leave Replacement Vacancies

Subsequent openings will be filled according to the following conditions:

- A. Only employees from the list of employees who applied for the leave replacement position will be considered.
- B. Applicants must be within the job classification.
- C. Applicants must possess the skills, abilities and qualification to perform the essential functions of the position.
- D. The subsequent vacancies will be awarded by total district seniority.
- E. This process is repeated for each subsequent vacancy created by the placements.
- F. If no applicant within classification is selected based on the above criteria, internal applicants from outside the classification will be considered. If no employee outside the classification applies and is qualified, the position will be posted externally.

Section 14.4.2 – On Leave Employee Returns

If the “on-leave” employee returns, the employee who filled the leave replacement position and the employees who filled the subsequent openings/positions will return to their previous positions. If the previous status was as a substitute or the person was hired from outside the bargaining unit, he/she will be placed on the substitute list. Upon being assigned to the substitute list:

- A. He/She will be allowed to retain his/her established seniority date up to one (1) year.
- B. No additional seniority time as a substitute will be earned.
- C. If hired into a regular position within the first year after the leave replacement ends, the seniority date will be backdated based on seniority earned (number of days) during the previous leave replacement assignment.

Section 14.4.3 – On Leave Employee Does Not Return

If the “on leave” employee does not return to his/her job, the employee who filled the leave replacement position and the employees who filled the subsequent openings/positions will remain in the positions they filled and these will become their permanent positions. If their former position becomes open, they may apply as per Section 14.1.

Coordinator positions are an exception to the above leave replacement language. A coordinator position can be filled by the qualified senior regular employee from the same job category with the leave replacement rules. When it is determined the “on leave” employee is not returning, the employee filling the coordinator position will return to his/her job and the coordinator position will be posted district-wide.

Section 14.5 – Summer Posting

Openings during the summer months will be posted electronically via email and on the district website. Printed lists will be available at the district office. Summer postings will not include those jobs that need to be filled due to vacation, sick leave, or needed occasional extra help.

Paraeducator jobs that continue on in the summer do not need to be posted. The employee(s) currently holding the position may continue working the summer hours.

The District may employ temporary summer help. No such service will replace positions or hours of employees covered by this Collective Bargaining Agreement. Temporary summer jobs shall be determined annually by the District. Current bargaining unit members will be given first consideration, according to total district seniority and qualifications, and then to substitutes.

The District shall post, in accordance with the Collective Bargaining Agreement, the anticipated summer jobs. Such postings will include projected work schedules, required qualifications, and duties to be performed. Selection for summer jobs will be based on seniority and qualifications. Such assignments shall be at the will of the District.

No bargaining unit member may hold a temporary summer job which, with other district assignments, would necessitate overtime pay, and nothing contained herein shall serve to extend benefits (other than the designated rate of pay for the temporary job) of bargaining unit members except as required by law.

Ronald K Kramer 07.27.2017
For the District Date

Shawn Wyzman 7/27/17
For the Union Date

MEMORANDUM OF UNDERSTANDING
between the
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925 and the
LONGVIEW SCHOOL DISTRICT regarding
RETURN TO WORK

1. The Board, District, and District Administrators shall not discipline, subject to intimidation, treat with malice, or in any other way retaliate, discriminate, or recriminate now, or in the future against any SEIU 925 bargaining unit member based upon the member's participation in the work stoppage.
2. No reference to any individual's participation or non-participation in the strike shall be recorded by any District official in any personnel file or any other District file of any bargaining unit member.
3. The District will not seek the imposition of any legal penalties for any violation of a court injunction related to the strike, and will actively request of the court that any such penalties be dismissed.
4. Both parties agree to pay their own attorney fees and court costs.
5. Employees who exhausted their leave entitlement during the work stoppage will have the missed time designated as leave without pay. They will be offered the opportunity to schedule make up time so as to be made whole by August 31, 2019.
6. Employees who are not on a 260-day calendar or a school-year based calendar will have the opportunity to shift their work year to make up the work for any missed days. The employee should work with their supervisor regarding the scheduling of missed work and shall document the make-up of that work. As an alternative, these employees may use personal leave or leave without pay.
7. There shall be no break in insurance coverage for employees in the bargaining unit as a result of the work stoppage.
8. Except for employees on authorized leave, employees in the SEIU 925 bargaining unit shall return to work by September 10, 2018. School year employees will return to work the day prior to the start of the student school year. School year employees will work their normal schedule associated with the student year calendar.
9. Employees will receive a normal paycheck on September 28, 2018, and October 31, 2018, at their appropriate rate of pay and FTE status.
10. Overtime pay will be paid per contract starting September 10, 2018. No employees will be asked to work extra hours as resolution of the work stoppage without consent from the employee and supervisor at an employee's overtime rate of pay.
11. SEIU Local 925 agrees to withdraw its grievance with prejudice and withdraw from prejudice its counter-claims against the Longview School District filed in Cowlitz County Superior Court.

Longview School District

Service Employees International Union, Local 925

Signed: James K Kramer

Signed: Shawn Dignan

Date: 9/9/18 2:44 AM

Date: 9/9/18 2:45 AM

Longview School District

September 7, 2018

Year 1: 6.75% ATB Increase over 17-18 rates

Year 2: 2.75% ATB Increase, or inflationary adjustment, whichever is higher, over Year 1 and create Step 10+ on September 1, 2019 at 3% above Step 5

Letter of Agreement

The parties agree to modify the collective bargaining agreement as follows:

Revise Section 19.1 as follows:

All employees covered by this Agreement shall be paid in accordance with the pay schedule set forth in this contract. For the 2018-19 school year, the wage rates shall be as listed in the attached pay schedule. For the 2019-20 school year, the wage rates shall be increased by 2.75%, or the inflationary adjustment as defined in RCW 28A.400.205, whichever is greater. In addition, the 2019-20 pay schedule shall include a new step at Year 10 which is 3% above Step 5.

For each year of this Agreement the pay schedule shall be increased by the percentage of the statewide state funded salary raise for classified employees. If the state provides classified employee salary increases in any manner other than the percentage increase commonly used in the past, this Agreement shall reopen solely for the purpose of determining how to apply the increase to the pay schedule. For the duration of the Agreement, this paragraph shall not apply.

Revise Section 35.2 as follows:

This Agreement shall become effective September 1, 2016 and shall continue in effect until August 31 ~~2020~~ 2019. The content of this Agreement shall not be altered orally and constitutes the entire Agreement between the two parties concluding collective bargaining for its term.

Neither party shall be required during the term of this Agreement to negotiate or bargain upon any issue; however, this Agreement may be altered, changed, added to, deleted from, or modified, by the mutual consent of the Employer and the Union.

Negotiations between the parties on a successor Agreement shall begin at least sixty (60) days prior to the Agreement expiration date.

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Tentative Agreement

James K Kramer
Director of H.R.
Longview Public Schools
9/9/18 3:04 AM

Janus and Reasonable Access:

New Section 3.8:

The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. No employee may be mandated to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within thirty (30) days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty (30) minutes; (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Association; and (d) notice of new hires will be provided to the Association Union within 1 week of the hire date.

Employee Information: *See existing Section 3.7.*

Replace Article V:

5.1 The District will make a payroll deduction for Union dues and assessments upon receipt of a written authorization executed by an individual employee. The Association Union will be the custodian of records and will attest to the list of authorizations of the members, each month. The District shall honor the terms and conditions of each employee's membership authorization. Any deductions for political contributions shall be subject to and comply with, the appropriate state law.

5.2 Prior to the beginning of each school year, the Association Union will give written notice to the District of the dollar amount of dues and assessments required of an Association member. Each month during the school year, the District will send the Association all money deducted for dues accompanied by a list of names of those employees for whom payroll deductions were made.

5.3. The Association Union will refund to the District any amounts paid to it in error and the District will refund any underpayments to the Association Union.

5.4. The Association Union and its affiliates will defend, indemnify, and hold the District harmless against all liability, including allegations, claims, actions, suits, demands, damages,

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obligations, losses, settlements, judgments, costs and expenses (including attorneys' fees) that arise out of any action taken or not taken by the District in implementation of this section.

John Valentine

SNW