

Collective bargaining Agreement

Between

Ferndale School District 502

And

The Service Employees International Union, Local 925



September 1, 2019 – August 31, 2021

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THIS AGREEMENT is made and entered into by and between the FERNDALE SCHOOL DISTRICT NO. 502 of Ferndale, Washington (herein referred to as the EMPLOYER or DISTRICT) and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925, CTW (herein referred to as the UNION), for the purpose of governing their mutual business relations pertaining to wages, hours, and working conditions for all employees covered under the provisions of this Agreement.

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

**Article 1 – Union Recognition**

**1.1** The Employer agrees to recognize the Union as the exclusive representative of all employees in the bargaining unit and agrees to bargain with the Union in respect to wages, hours, and working conditions.

**1.2** The bargaining unit to which this Agreement is applicable shall be all those who perform work as classified personnel within the custodial, grounds, and maintenance classifications of the District. It is understood that the Agreement is not applicable to the Director of Facilities.

**Article 2 – Appropriate Matters for Consultation and Negotiation**

**2.1** The wage scale, hours, working conditions, and any clause contained herein, shall remain in full force and effect during any period of extended negotiations until a new contract is accepted by both parties.

**2.2** It is agreed that matters appropriate for consultation and negotiation between the District and the Union are policies and programs relating to or affecting wages, hours and general working conditions of the employees in the bargaining unit subject to this Agreement.

**2.3 District Policies:** It is agreeable that the Department Supervisor and a committee of the employees and the union shall meet at least once each year to review department and district policies and expectations. Any revisions to the policies agreed upon at that level shall be submitted to the Superintendent for approval and upon approval by the School Board shall be deemed as part of the agreement.

**2.4** It is agreed that no member of the Union shall be required, or requested or allowed to make an individual contract, agreement, stipulation, or affidavit related to hours, wages, working conditions, or Union activities or any other matters which may affect his employment rights with the District.

**2.5** The District agrees to advise the Union, in writing, of the establishment of all new classifications not currently covered under the Agreement. The District further agrees to negotiate, with the

Union, all wages and hours of the new classifications. The District agrees to fill the new classification according to the job bid procedure contained in this Agreement. In the event the District and the Union cannot reach agreement, the classification shall come under this Agreement and the new classification shall receive no less than the minimum wage in the Agreement. The District will consult with the Union prior to altering any job description for members of the bargaining unit.

**2.6** A committee consisting of those representatives of the Union designated by the Union and representatives of the District shall meet periodically, at a time mutually agreed upon, to discuss matters of mutual concern to insure harmonious communication.

**2.7** If the District opens a new facility or significantly remodels an existing facility, the parties will meet in Labor-Management Committee to discuss the effects of the District's staffing decisions. Discussions may include job description and placement on the salary schedule. Conclusions may be reduced to a Letter of Agreement.

### **Article 3 Union Representation**

**3.1** Union stewards shall be allowed to leave their place of work, after checking out with their immediate supervisor, to be present with and represent any member at the member's request when the member is being subject to an investigation, disciplinary action, possible termination, or unresolved grievances.

**3.2** The Union Representative shall be allowed to visit employees on the premises of the employer to conduct Union business matters, provided he/she does not unduly interrupt the work schedule of the employees involved.

**3.3** Upon request from the Union Office, the District shall furnish, to the Union, a list of all employees and their date of hire.

**3.4 Interview Committees:** The Union shall designate one (1) representative to any hiring committee for positions represented by the Union. The District may designate additional bargaining unit employee(s) for the hiring committee based on their individual experience in the position to be filled (content expert).

**3.5 Union Use of District Resources:** The Union shall be granted the use of building equipment and other District resources at reasonable times that do not disrupt the work of District employees, provided that the union representatives and district administration *mutually agree* prior to such use. Further, to enhance communication between the District and the Union, the Union may utilize all mail systems of the District (email, voicemail, intra-district mail) for representation, education and negotiation purposes. The Union shall be responsible for the reasonable use of services so as to not to cause undue cost to the District. Such responsibility shall include reimbursement for damage caused by purposeful or negligent use of equipment.

**3.6 Staffing Analysis:** During the term of this Agreement, the District and SEIU shall jointly, through the labor management process review custodial staffing needs each contract year.

If an adjustment in staffing is jointly recommended by the labor management team, it shall be presented to the executive team during budget development each year, prior to budget adoption.

**3.7 Public Disclosure:** The Ferndale School District does not normally respond to directory or non-directory information regarding employees. Should the District receive a request for information regarding an SEIU member, the district will review statutory and legal requirements prior to determining if the request can be met. If information will be provided to the requestor, the district agrees to notify SEIU Local 925 and the affected employee(s) when it receives a request for records or information containing personal information of, or pertaining to, bargaining unit members unless there is an available exemption that would protect the personal information from disclosure. Employer will provide such notice as soon as possible upon receiving the request, but in no event less than 14 calendar days before the intended release date.

Notice will include:

- A copy of the request;
- A general description of the responsive records;
- The actual date the employer intends to produce the records unless it is served with a signed court order preventing disclosure.

#### **Article 4 Working Conditions**

**4.1** It is agreed that the employees in the bargaining unit shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union. The freedom to such employees to assist the Union shall be recognized as extending to participation in the management of the Union. The District shall refrain from interference, restraint, coercion, or discrimination to encourage or discourage membership in the Union.

**4.2** If uniforms are required by the Employer, they shall be provided by the Employer.

**4.3 Probationary Period.** Newly hired employees will be on an initial probationary period for ninety (90) work days and may be discharged by the District without Just Cause. This period may be extended if the union and district agree that additional time to increase knowledge, skills, or abilities would benefit the employee. A probationary employee that consistently demonstrates the knowledge, skills, and abilities to continue in the position will be granted permanent status and begin acquiring seniority. Probationary employees shall be evaluated consistent with section 4.11 Employee Performance/Evaluation.

**4.4** Any employee who is granted an authorized leave of absence shall be granted employment upon return at the first opening of his previous classification or any position for which he is qualified.

**4.5** No administrative representative, supervisor, or teacher, shall fill the position held by an employee covered by this Agreement except in the case of an emergency agreed by both the District and the Union. It is understood that the Director of Facilities will spend less than the majority of his/her time performing work comparable to that performed by members of the bargaining unit.

**4.6** In the case of serious illness or accident to an employee, not job related, upon release for work from a doctor, he/she shall be granted his/her former position. The employee may apply for a different position for which he/she is qualified at the first job opening. Provided further, that an employee will not suffer any loss of accrued benefits.

**4.7** When an employee quits or is terminated or otherwise terminates his/her services with the District, his/her position shall be replaced, or the work schedule of other employees readjusted to provide an adequate work force to perform those duties required by the District within work period allowed.

**4.8** Increase of work assignment for any employee because of increased activity or adding of floor space, shall be offset by the hiring of additional personnel or by payment of additional hours or by readjustment of the work schedule as authorized by the supervisor in charge. The Union shall be notified of any such adjustment(s) within a reasonable period of time.

**4.9** It shall not be considered a condition of employment for an employee to use his/her personal transportation while performing work duties. If, however, the District and the employee involved mutually agreed otherwise, such agreement shall be proper and the employee shall be reimbursed the current District rate of mileage reimbursement while using his/her vehicle in the performance of duties.

**4.10 Employee Performance/Evaluation:** Employees shall be evaluated under the following provisions:

**4.10.1** All new employees to the district will be evaluated within the first 90 workdays; thereafter employees are to be evaluated annually by their Supervisor no later than August 31 of each year. The evaluation may include input from the building staff (for custodial personnel). The evaluation shall not be disciplinary and shall not contain unsatisfactory marks unless the employee has had prior written notification or counseling.

**4.10.2** Employees shall meet with their immediate supervisor to discuss their performance. Each employee is required to sign the evaluation at the time of the evaluation conference with the evaluator (immediate supervisor). The signature does not necessarily imply that the employee agrees with the statement(s), but that the employee has seen, received, and discussed it with the evaluator.

**4.10.3** If the employee wishes to make comments and wants extra time to prepare such comments, the signed evaluation form along with comments written either on the form itself or

as an attachment, must be returned to the evaluator within two (2) working days from the receipt of the evaluation.

**4.10.4** If an evaluation of a regular employee's performance indicates unsatisfactory work performance, the evaluator shall work with the employee to develop a performance improvement plan. The plan must state the area of unacceptable performance, what the employee must do to improve, what support the evaluator will provide, and the timeframe for expected improvement and the potential consequences for not improving performance.

**4.10.5** A copy of the evaluation form shall be included as an attachment to this Agreement.

**4.11 Member Attendance at Internal Union Meetings:** When possible it shall be understood that bargaining unit employees may attend internal union meetings that occur during their normal work times, provided they make up the work time after the meeting concludes or take appropriate leave. If complaints arise from co-workers, they shall be forwarded to the supervisor and the Chapter President. It is understood that certain facility usage may require a custodian to stay on site.

**4.12 Subcontracting:** In the event the District is considering entering into a contract with a private sector entity to provide custodial or maintenance services (thus eliminating bargaining unit work from the department in the District) the District will consult with SEIU about the specifics of the anticipated cost savings and be open to considering alternative ideas which would eliminate the need for such contracting relationship, consistent with RCW 28A.400.285.

**4.13 Facility Use Staffing:**

**4.13.1 Off Hours Facility Use:** When District facilities are used as a community service or by a renter and the building is not normally staffed with a custodian during the time of the event, custodial employees shall be present and paid a minimum of two (2) hours or all hours of the facility use and necessary clean-up time, whichever is greater, at the appropriate hourly rate. The custodian will be on site and available for set-up, safety, security, and clean-up of the facility. The District may determine to not staff an event with custodial support, provided they first inform the union at least five (5) work days prior to the event or as soon as is practical for an event scheduled with less than five (5) work days' notice.

**4.13.2 Facility Use Contiguous to Regular Staffing:** When District facilities are used as a community service or by a renter and the facility use extends beyond the normal shift assignment of the custodian the extra time to be available to support the event and additional clean-up time, if necessary, shall be assigned to available custodians through the regular extra hours and overtime provisions of this Agreement (see Section 5.8 Custodial Overtime).

**4.14 Temporary Leave Replacement Employee:** A temporary leave replacement employee is an employee who is hired for a fixed duration to fill a temporary vacancy due to a leave of absence. A temporary leave replacement employee who is not a regular employee within the bargaining unit



shall have all rights under the contract with the exception of continuing employment beyond their assignment and shall be separated from employment at the termination of their assignment.

**4.15 Employer Provided Communication Equipment:** The District will provide any communication tools they determine are required for the performance of an employee's job. Prior to implementing new communication technology and corresponding policies the District shall consult with the union on a proposed plan through the LMC process.

**4.16 Job Title Reclassification Requests:** A bargaining unit employee who believes they are misclassified may request a job title reclassification. The District and the Union shall meet within twenty (20) work days and evaluate the request. Such evaluation shall include a job function analysis to determine if the employee is performing a majority of the essential functions of the job title in which the employee is requesting reclassification. Should the District and the Union agree with the reclassification request, the requesting employee shall be reclassified to the appropriate job title effective the date of their original request.

**4.17 Employee Orientation:**

**4.17.1 Annual Employee Orientation:** Prior to the beginning of each school year, Union representatives shall be provided with thirty (30) minutes at each beginning of the year workgroup meeting for the purpose of orientating and updating members on relevant issues prior to the start of school.

**4.17.2 Worksite Orientation:** Employees new to a work location, shall be given a basic worksite orientation within five (5) work days by the immediate supervisor or designee.

**4.17.3 Union Orientation:** The Human Resources Department or their representative shall notify, via email, the designated union representative(s) of the new employee's name within forty-eight (48) hours of the employee accepting the offer of employment.

Designated leaders and/or staff representatives shall have 30 minutes to meet on the clock with newly hired employees at a time arranged by the Union representative. A Bargaining unit employees assigned by the union shall be released with pay inclusive of travel time if necessary for meeting with the new employee.

**4.17.4 Annual Professional Development & Training/In-service:** For each workgroup, a meeting or in-service shall be scheduled in preparation for the upcoming school year. Such meeting or in-service shall not be scheduled more than two (2) work days prior to the first day of school.

**Article 5 Hours**

**5.1** Eight (8) hours per day and forty (40) hours per week, Monday through Friday, shall constitute a week's work and shall be considered full-time employment. Seven and one-half (7 ½) hours within eight (8) hours shall be considered full-time for a shift beginning one-half (1/2) hour after school is out.

**5.2** All time worked over eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half (1 ½) per hour unless otherwise specified in this Agreement.

**5.3** When an employee is required to report for extra part-time work, he/she shall not be paid less than the rate specified for his/her wage scale.

**5.4** All employees shall take no less than one-half (1/2) hour for lunch.

**5.5** All overtime must have the approval of the supervisor in charge.

**5.6 Call-In Pay:** Employees called-in to work at a time which falls outside their regular workday and/or week shall be compensated for a minimum of two (2) hours.

**5.6.1 Sunday Extra Time:** Any work on a Sunday, as authorized by the District, shall be paid at double the regular rate of pay. If called into work or scheduled to work on a Sunday, by appropriate authorized personnel, double, time will be paid.

**5.7** For purposes of calculating overtime the District, during the life of this Agreement, will continue to interpret the words "time worked" to include all paid time.

**5.8 4/10 Workweek:** During the summer, maintenance and custodial employees may work a four, ten hour day, work schedule as defined by the District. Custodians may determine whether or not they shift to a ten (10) hour schedule through a 60% super majority. The District may require that staff work a schedule that provides each building is covered by at least one custodian during the regular work week (not including vacation scheduling) and that an appropriate amount of maintenance staff are available each day of the regular work week (Monday through Friday). The District has the option of canceling this summer schedule and going back to a five, eight-hour day work schedule if deemed necessary. If an employee is working a 4/10 schedule daily overtime shall not be earned until after ten (10) hours are worked in a day, or more than forty (40) hours in the work week. Four (4) ten (10) hour work days may commence one week after the end of the school year and end no later than the Friday of the first full week in August. Custodians and maintenance employees shall make the 4/10 decision by May 1<sup>st</sup> of each year. Custodians and the district designee shall determine a building staffing plan by June 1<sup>st</sup> of each year.

## **Article 6 Vacations**

**6.1** Vacations shall be earned and taken within the District's fiscal year as follows:

**6.1.1** Vacation calculation for new employees: new employees shall earn and be entitled to take vacation on the basis of one (1) day per month worked during the District's fiscal year up to a maximum of two (2) weeks (ten working days).

**6.1.1.1** Persons hired on or between September 1 and February 28 (29) of the fiscal year shall, for vacation calculation purposes, deemed to have completed one year of service and thus, will earn vacation based upon section 6.1.2 below.

**6.1.1.2** Personnel hired on or between March 1 and August 31 of the District's fiscal year will, for vacation calculation purposes, be deemed not to have completed one year of service. Thus, the first fiscal year following the date of hire, the employee will earn and be entitled to take vacation on the basis of one (1) day per month up to a maximum of two (2) weeks (ten working days). After completing employment for one full fiscal year, the employee will earn vacation based upon section 6.1.2 below.

**6.1.2** Vacation calculation for employees who have completed one year of service: Full-time, twelve (12) month employees who have completed one year of service as defined in 6.1 above will earn vacation as follows:

After one (1) year of service – ten (10) working days.

After five (5) years of service – sixteen (16) working days.

After ten (10) years of service – eighteen (18) working days.

After fifteen (15) years of service – twenty-one (21) working days.

After eighteen (18) years of service – twenty-five (25) working days.

**6.2** When an employee quits or is terminated, said employee is entitled to prorated, accumulated vacation time as termination pay.

**6.2.1** If at the time of termination an employee has used more vacation than earned, the district will deduct from the last paycheck the prorated, unearned vacation days taken.

**6.3** Vacation dates shall be arranged as follows:

**6.3.1** Employees shall submit vacation date(s) requests to their supervisor, in writing or via email, a minimum of ten (10) calendar days prior to the requested starting date.

**6.3.2** Vacations will be granted as follows:

- Vacations requested between September 1 and 30: By seniority
- Vacations requested between October 1 and August 31: First come-first granted
- Vacations taken in September: By seniority
- Vacations requested on the same day: By seniority

**6.3.3** At least one employee shall be on duty in each building the full 12 month year unless the District requests and/or approves, in writing, otherwise.

**6.3.4** Custodians/Maintenance employees shall be allowed to schedule vacation time while school is in session. The parties agree that for buildings with only two (2) custodians, no more than one (1) may be scheduled for vacation at the same time when school is in session.

**6.3.5** Vacation time for maintenance personnel must be scheduled so that:

**6.3.5.1** Each employee is allowed to take fifteen (15) working days or one-half his/her earned, annual vacation days, whichever is greater, between June 1 and August 31 unless the District requests and/or approves, in writing, otherwise. Normally, vacation is not granted the week before school starts and the first week of school.

**6.3.5.2** Maintenance personnel may be asked to arrange their vacation dates to avoid interference with the summer repair season.

**6.4 Vacation Carry-Over:** Vacation earned during a fiscal year must be taken within the fiscal year in which the vacation was earned. Up to the five (5) days of vacation carry-over to the following school year shall be allowed. In rare occasions and with prior written approval, the Superintendent, or designee, may approve carry-over days in excess of (5) days.

## Article 7 Holidays

**7.1** The following shall be considered holidays with full pay for all employees:

|                                    |  |
|------------------------------------|--|
| Labor Day                          | New Year's Day                         |
| Veterans Day                       | The Day Before or After New Year's Day |
| Thanksgiving Day                   | Martin Luther King Day                 |
| The Day after Thanksgiving         | Presidents Day                         |
| Christmas Day                      | Memorial Day                           |
| The Day Before or After Christmas* | Independence Day                       |

\*The actual day to be designated by the superintendent or designee.

**7.2** Holidays begin with the close of the working day preceding the holiday and end with the starting time of the day following the holiday.

**7.3** When a holiday falls on Saturday or Sunday, the day preceding or following this weekend shall be a holiday. If work is required on this day, the employee shall be paid at the rate of double (2) time or received two (2) additional days paid vacation. This will be at the discretion of the Employer.

## Article 8 Paid Leave

**8.1 Bereavement Leave:** A maximum of three (3) day's leave with pay will be allowed for each death in the immediate family (husband, wife, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandfather and grandmother) or a person in a like personal/emotional relationship. Three (3) additional days shall be granted, upon authorization, if it necessitates travel of more than 200 miles from the District, for bereavement; in the event of death to an employee's parents, spouse's parents or employee's children, the District shall make every reasonable effort to grant the above additional days. These items are not to be deducted from sick leave and are not cumulative.

**8.2 Illness, Injury, and Emergency Leave:** Employees will receive twelve (12) days annual leave for illness, injury, and emergency leave. Unused days shall accumulate to the extent allowed by law. Less than full-time (partial year or fractional FTE) employees shall be allowed illness injury, and emergency leave on a prorated basis.

### 8.2.1 Illness and Injury Leave

- 1) **Notification:** Employees shall notify the office of the director of maintenance not later than two hours before their shift begins on the day on which they will be absent, or as soon as is practical.
- 2) **Medical Verification:** The supervisor may, if the absence is over three (3) days duration, require a physician's certificate and proof of the disability causing the absence.
- 3) **Disability Leave:** Employees wishing to take an extended leave for disability purposes may request a leave of absence. See Article 10 Leave of Absence and specifically section 10.7 Employee Restoration for more information on conditions regarding leaves of absence.
- 4) **Sick Leave Accrual and Carryover Maximum:** Employees shall be allowed to accrue and carryover from year to year up to their annually contracted amount of days up to a maximum of 260 days at a maximum of eight (8) hours per day.

### 8.2.2 Emergency Leave

**8.2.2.1** Emergency leave shall be granted as defined in the following:

- 1) The problem must have been suddenly precipitated or must be of such a nature that preplanning could not relieve the necessity for the absence.
- 2) The problem must be one of major importance and not a mere convenience.

**8.2.2.2** In the event of an emergency requiring leave, the employee will inform the Director prior to the leave following the proper protocol (8.2.1). When possible, written notification will be completed prior to the leave. If not, written notification will be completed within two (2) working days upon returning from leave.

The employee shall disclose the general purpose for the leave request in sufficient terms to establish compliance with the criteria contained in section 8.2.2.1 above. Requests meeting said criteria shall be granted.

**8.2.2.3** It is not the intent of this emergency leave proviso to provide or expand upon or to add to vacations, weekends, or other types of leaves because of transportation problems that preplanning could reasonably have prevented.

**8.2.3 Illness and Injury Leave Use:** The District shall allow the use of accrued illness and injury leave for the following purposes:

- 1) Mental/Physical Illness, Injury, or Health Condition for themselves or family member,
- 2) Treatment of Mental/Physical Illness, Injury, or Health Condition for themselves or family member,
- 3) Preventative Medical Care for themselves or family member,
- 4) Employer is closed by order of a public official for any health-related reason,
- 5) Employee's child's school or place of care is closed by order of a public official for any health-related reason,
- 6) Absences that qualify for leave under the Washington State Domestic Violence Leave Act
- 7) Additional unpaid family care leave may be granted under the terms of the Family and Medical Leave Act.

**8.2.4 Definition of Family Member:** The definition of 'Family Member' shall include Parent, Child, Spouse, Registered Domestic Partner, Sibling, Grandchild, Grandparent. Child and Parent shall include biological, adopted/adoptive, foster, de facto, step, in loco parentis, and legal guardian.

**8.2.5 Sick Leave Usage Minimum:** Employees will use sick leave in time increments of 15 minutes.

**8.3 Jury Duty:** Employees will receive full pay while serving on juries.

**8.4 Personal Leave:**

**8.4.1** Each bargaining unit employee shall be entitled to three (3) Personal Leave days annually, frontloaded and pro-rated per FTE. Such leave will not be used to engage in other employment or commercial ventures. No explanation shall be requested by the District.

**8.4.2** Employees should use the standard leave request form. The employee is encouraged to submit the request not fewer than three (3) working days in advance of the requested leave date.

**8.4.3** The District will maintain a centralized system for tracking the availability and usage of each employee's Personal Leave.

**8.4.4** Personal Leave will be granted on a first come, first served basis, when a qualified substitute is available to cover the absence of the employee.

**8.4.5** Personal leave will not normally be granted during the first five (5) days and the last ten (10) days of a school year. Exceptions may be allowed for clearly stated reasons, on a case by case basis. Written requests for exception should be forwarded to the Superintendent or his/her designee. A written response will be provided within five (5) work days following the submitted request.

**8.4.6** Up to three (3) days can be carried over each year to a maximum of five (5) total banked days.

**8.4.7 Personal Leave Cash-out:** By June 30<sup>th</sup> of each school year, the employee may submit in writing to the Payroll department, their request to cash out up to three unused personal leave days. Unused personal leave will be compensated for each day at the substitute rate on the August warrant. The cash-out rate shall be identified on the wage schedule.

**8.5 Union Leave:** Up to ten (10) days or eighty (80) hours per year are available for the Union to use to conduct its business and to enhance the relationship between the parties. SEIU will inform the District at least one (1) week in advance if Union leave is needed.

The Union will reimburse the District in the amount of substitute wages used by the District when Union leave is used. The Union will hold the District harmless and defend it from any losses arising from the use of Union leave.

**8.6 Washington State Paid Family and Medical Leave.** Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise, unless the statute prohibits otherwise.

## **Article 9 Industrial Insurance**

**9.1** For a period of absence from work due to injury or occupational disease resulting from an employee's employment with the District, the employee shall file claim for Industrial Insurance Compensation.

**9.1.1** The employee shall fill out an accident report form and submit it to their immediate supervisor.

**9.1.2** The employee shall report all work related accidents or illness to his supervisor as soon as practical but in all cases before the end of the shift.

**9.2** The Employee shall choose to receive:

- 1) District sick/vacation leave only (no use of Industrial Insurance); or
- 2) State Industrial Insurance only (no use of sick/vacation leave); or
- 3) Combination of Industrial Insurance and District Sick/Vacation Leave. Available sick leave, if any, less any Industrial Insurance payment for which he or she is eligible. Sick leave charged to the employee shall be proportionate to that portion of the employee's salary paid by the leave. The combined insurance and leave payments cannot total more than the employee's regular base pay. Any overpayment shall be returned by the employee to the district. No matter which option the employee chooses, it is the employee's responsibility to contact the Classified Payroll Department.

**9.2.1** Such option must be submitted, in writing, to the Executive Director of Human Resources. The District will advise the Department of Labor Relations and Industries, in writing, of the employee's option. Provided further: if an employee applies for Industrial Insurance Compensation and the claim is then or later denied, sick leave or annual leave may be used for the absence of the employee.

## **Article 10 Leave of Absence**

Any employee may be granted a leave of absence without pay for the following reasons:

**10.1 Personal Leave:** This provision shall include: 1) Serious illness, 2) Financial problems, 3) Marital problems, 4) Union activity (limited to conferences), 5) leave to appear as a witness, plaintiff, or defendant in court, 6) Leave for civic duty or similar personal reasons.

**10.2 Military Leave:** This applies to an employee's military obligation.

**10.3 Military Caregiver leave:** An employee who is the spouse, son or daughter, parent or next of kin of a service member who is recovering from a serious illness or injury sustained while on active duty is entitled to twenty-six (26) weeks of unpaid leave in a twelve (12) month period to care for the service member.

**10.4 Educational Leave:** Which includes technical and vocational training or college or university education.

**10.5 Family Leave:** Every employee of the District who has worked for the district at least one year and for at least 1,250 hours in the preceding year is entitled to twelve (12) work weeks of family leave during any twelve (12) month period to respond to a qualifying event occurring



because the employee's spouse, son or daughter, or parent is on active duty or has been notified of pending active duty in support of a contingency operation.

**10.6 Domestic Violence Leave:** The District shall allow victims of domestic violence, sexual assault, or stalking and family member of victims to take reasonable leave from work, intermittent leave or leave on a reduced leave schedule for up to one (1) year. The leave may be sick leave, other accrued leave or leave without pay. Family members include a child, spouse, parent, parent-in-law, and grandparent or individual with whom the victim has a dating relationship. The employee shall provide advance notice of their intent to take leave. If advance notice is not possible, due to an emergency, notice should be provided no later than the end of the first day that the employee takes the leave.

**10.7 Employee Restoration:** Any employee who is on an authorized leave of absence shall retain their accrued benefits prior to the date of leave. Additionally, any employee on extended leave of absence shall return to their prior position at the termination of their leave of absence. Except in cases where compliance with legal statutes requires an employee return to their exact position, an employee who is on leave of absence beyond the period of one year will return to a like position within their classification at the conclusion of their leave of absence.

**10.8** All leave of absences must be approved by the Superintendent, and leaves over ten (10) days will be submitted to the School Board for their approval.

**10.9** Any employee who is on medical leave of absence, industrial insurance accident, sick leave, or has exhausted his/her sick leave, shall be granted his former position when released for work from a doctor, provided he/she is able to perform his/her work. This section will be limited to one (1) year, provided further, an employee shall submit a letter to the District not later than the eleventh (11<sup>th</sup>) month of absence, stating his/her intentions of whether to return to work for the District.

## **Article 11 Discipline/Discharge for Just Cause**

### **11.1 Just Cause and Progressive Discipline:**

- 1) No employee shall be disciplined without Just Cause. Such discipline shall be in private and shall be conducted in a professional manner.
- 2) The District will follow a policy of progressive discipline unless the seriousness of the matter justifies a departure in the opinion of the District.
- 3) Any discipline, whether verbal or written, shall be directed by and documented by either the Supervisor or Superintendent.
- 4) Prior to any meeting between an employee in the bargaining unit and his/her supervisor, where disciplinary action is anticipated to result, the employee will be notified of his/her right for representation by the Union.

**11.2** The complaint specified in such prior warning notice shall be for the same type of misconduct as the cause for discharge or suspension.

**11.3** Any suspension or discharge shall be subject to the grievance procedure, with the exception of probationary employees, who shall be subject to termination at the discretion of the employer.

**11.4** Termination of employment by the District shall require not less than fifteen (15) calendar days' notice except in cases of Just Cause immediate termination as stated under section 11.1. In any case, the Union Business Representative will be notified, in writing, immediately. All employees will give fifteen (15) calendar days' notice before leaving employment.

**11.5** Upon termination, employees will be paid for all hours worked, and any accrued holiday and vacation days.

## **Article 12 Classification and Rates of Pay**

**12.1** Employees will not be paid less than the specified scale.

**12.2** Any employee required by the District to assume the duties of or replace an employee within a higher classification shall receive the higher rate of pay effective the first day.

**12.3** All personnel who assume swing shift work shall receive fifteen (15) cents per hour premium pay. Swing shift shall be defined as any shift in which the majority of hours worked fall within the time period commencing at 3:00PM and ending at 11:00PM.

**12.4** Overpayment/Underpayment Procedure: Employee paychecks that contain an underpayment or overpayment will be handled consistent with written and established payroll procedures.

**12.5** Lump Sum Payments for Retroactivity and Other Payments: When an adjustment is due to an employee's pay for a new collective bargaining settlement, the District will pay the adjustment prorated across the remainder of the contract year.

### **12.6 Salaries:**

#### **12.6.1 2019/2020:**

- **[Across the Board Increase Custodians ]** Effective September 1, 2019 eight (8%) percent across the board wage increase to Step 1 (and each step adjusted to maintain 4.5% between each step) for all custodial job titles on the wage schedule, inclusive of IPD.
- **[Across the Board Increase Maintenance & Grounds]** Effective September 1, 2019 four (4.0%) percent across the board wage increase to Step 1 (and each step adjusted to maintain 4.5% between each step) for all maintenance and grounds job titles on the wage schedule, inclusive of IPD.

**12.6.2 2020/2021:**

- **[Across the Board Increase Custodians ]** Effective September 1, 2020 five (5%) percent across the board wage increase to Step 1 (and each step adjusted to maintain 4.5% between each step) for all custodial job titles on the wage schedule, inclusive of IPD.
- **[Across the Board Increase Maintenance & Grounds]** Effective September 1, 2020 four (4.0%) percent across the board wage increase to Step 1 (and each step adjusted to maintain 4.5% between each step) for all maintenance and grounds job titles on the wage schedule, inclusive of IPD.

**12.6.3 Longevity Scale Migration:** Effective September 1, 2017, all current employees shall be placed on year 5 of the wage schedule. Effective September 1, 2018, any employee with more years of service than 5 – 9 shall be placed at the next longevity step (10 – 14). Effective September 1, 2019 employees with more years of service than the 10-14 longevity step shall be placed on the next longevity step (15-20). Effective September 1, 2020, any employee with more than 21 years of service shall be placed on the 21+ longevity step.

**12.6.4 Point of Service Mitigation Pay:** The District shall pay an amount of money to each medically eligible employee each month, per the table below. The bargaining unit has elected to contribute this money to VEBA.

| Plan Year                  | September 1, 2020 | September 1, 2021 |
|----------------------------|-------------------|-------------------|
| District Contribution Rate | \$60.00           | \$65.00           |

**12.7 Asbestos Premium:** Any employee who is so certified shall be compensated at one and a half (1.5) times the journeyman normal hourly rate for asbestos work required of them by the District during their normal work day and three times their normal rate for District required performance after working a full shift or weeks' time worth.

**Article 13 Attendance Incentive Program**

**13.1 Annual Conversion of Accumulated Sick Leave:** Each January, any employee who at the end of the immediately previous calendar year who has accumulated in excess of sixty days of unused sick leave may elect to convert unused sick leave earned the previous year in excess of sixty days to monetary compensation at the rate of 25% of the employee's current, full-time daily rate of compensation for each full day of eligible sick leave. Any such election shall be made by written notice to the superintendent during the month of January. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of law.

**13.2 Conversion of Sick Leave Upon Retirement or Death:** Any employee who hereafter shall retire or who shall die while employed by the district may elect (personally or by his/her personal representative, as appropriate) to convert accumulated, unused sick leave days to monetary

compensation at the rate of 25% of the employee's full-time daily rate of compensation at the time of termination from employment for each full day of eligible sick leave. Any such conversion of sick leave upon retirement or death shall be subject to the terms and limitations of law.

## **Article 14 Insurance**

**14 Insurance:** Through December 31, 2019 14.1 – 14.9 will apply. Beginning January 1, 2020 14.10 – 14.17 will apply.

**14.1 Insurance:** This section and subsections shall be effective until December 31, 2019. The District shall provide the state health care pass through, including Retiree carve-out for each full-time (minimum of 1440 hours) employee to apply to individual and family medical, dental, and vision as basic benefits. Optional programs shall include VEBA I, salary insurance, and life insurance.

**14.1.2** All bargaining unit insurance dollars shall be pooled for the purposes of paying the costs of basic insurance coverage for each bargaining unit member. Only after members of the bargaining unit have received benefit from the basic medical coverage shall pool dollars be used for optional coverage.

**14.1.3** For each year of this Agreement, the District will fund the health benefits insurance pool with the same amounts if funds the insurance pool of the certificated employee association (FEA), provided the funding level for SEIU bargaining unit employees shall not be reduced.

**14.1.4** If a Public Employees Benefit Board (PEBB) bill passes that appears to make the PEBB a more attractive option, either party may elect to meet, discuss and evaluate moving to the PEBB in the following contract year.

**14.2** It is agreed that upon closing of the insurance enrollment period, the District shall compare the bargaining unit insurance premium usage for the size of the bargaining unit with the total moneys requested. This comparison shall be made again in June to ensure full utilization and compliance with all State regulations. All such information shall be provided to the Union. October 1 will be the date agreed upon for this pooling exercise. All full-time employees hired after October 1 shall be provided with the state health care pas through less carve-out for benefit amounts and will not be subject to pooling regulations for the remainder of the year.

**14.3** Employees who are less than full-time (1440 hours employees) shall be entitled to receive medical, dental, salary insurance, and VEBA benefits in the same ratio as their part-time services bears to full-time service consistent section 14.1 above. All less than full-time employees shall be enrolled in the District-approved group dental plan for employees and their dependents.

**14.4** In the event the Legislature hereafter specifically funds a higher monthly state support figure for insurance, the District will incorporate the higher state support figure on a prospective basis.

**14.5** As per legislative action and nominal funding and FTE currently is defined as 1440 hours. In the event the Legislature hereafter alters the definition of an FTE for funding purposes, the District will revise the FTE definition and monthly per FTE dollar amount on a prospective basis to reflect the state support figures as it yields funding at the local (District) level.

**14.6** Cost incurred from all x-rays, required as a condition of continued employment, shall be reimbursed to the employee upon receipt of charges submitted to the District.

**14.7** The District agrees to provide the opportunity for employees to voluntarily participate in a "Section 125" cafeteria at the employees' expense.

**14.8** In the event the parties hereafter disagree about the applications of section 14.4 and/or 14.5, the District may elect to nullify the same, and the parties shall thereupon negotiate over the disputed issues.

**14.9** The parties recognize that the Affordable Care Act (ACA) may offer opportunities for some employees to get health insurance coverage for themselves and their dependents that is more affordable, either in terms of premiums, coverage or both, than is currently offered. In the event that more affordable opportunities become available with the implementation of the ACA, either party may request to meet, discuss, evaluate and modify the benefits package, provided that such modification does not result in a net increase in the Employers cost.

**14.10 School Employees Benefits Board Implementation:** On January 1, 2020 the School Employees Benefits Board (SEBB) plans and rules will come into effect, changing our current status quo dramatically. The District and the Union agree that the current provision of Section 14.1 through Section 14.9 shall remain in full force and effect until December 31, 2019. Effective January 1, 2020, the following provisions shall become effective (*Section 14.10 through Section 14.17*).

**14.11 Health Benefits for Covered Employees:** Effective January 1, 2020 this section 14.10 – 14.17 shall supplant in its entirety the previous section 14.1-14.19 in effect between September 1, 2019 through December 31, 2019 (above).

**14.12 School Employees Benefits Board (SEBB) Eligibility:** Employees shall be deemed eligible for medical and non-medical benefits if they are expected to work a minimum of six hundred thirty hours (630) per year or the State mandated minimum for SEBB benefits, whichever is less.

Employees who are not expected to work enough hours in order to be initially eligible, but who work at least the number of hours to be eligible during the contract year, shall become eligible to enroll for benefits in the current contract year upon reaching the eligibility threshold of hours and deemed eligible for the remaining contract year. This provision shall include substitute employees.

**14.13 Premium Payments:** The District shall remit insurance premium payments toward premiums of School Employees Benefits Board medical and non-medical plans for all employees deemed eligible to the Health Care Authority.

**14.14 SEBB Enrollment:** Enrollment for medical and non-medical plans shall be determined by the SEBB, but will generally be in the fall for January 1 plan implementation. The District shall notify employees the dates open enrollment will commence and conclude at least three (3) months in advance and will provide reminder notices each month thereafter.

**14.15 VEBA:** The District agrees to contribute to the Plan on behalf of all employees defined as eligible to participate in the Plan. Each eligible employee must submit a completed and signed Membership Enrollment Form to become a Plan participant and be eligible for benefits under the Plan. The following selected contribution(s) shall be made during the term of this agreement, and the Union shall notify and re-authorize such agreement with the District annually consistent with Internal Revenue Service regulation.

**14.15.1 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.

**14.16 Employee Assistance Program:** The District shall make available to each bargaining unit employee an employee assistance program for the purpose of assisting employees in responding to issues that may impact their emotional well-being, health and/or work performance.

**14.17 Conformance with SEBB:** The provisions of Article 14 are intended to provide covered employees with the same rights and benefits conferred by SEBB, which are subject to change. To the extent that any provision of Article 14 is inconsistent with any rule, regulation, or law related to SEBB (including but not limited to, Chapter 41.05 RCW, WAC 182-30, WAC 182 – 31, and WAC 182 – 32) or judicial interpretation thereof, said rule, regulation, law, or judicial interpretation will govern over the provisions of Article 14. The parties acknowledge that even if they do not administratively amend the provisions of Article 14, they will interpret the its provision consistent with then-current rules, regulations, laws, and judicial interpretations. It is not he parties’ intent to provide any benefits that are beyond the minimum required by law, regulation, or judicial interpretation.

## **Article 15 Seniority**

**15.1 District Seniority:** Seniority shall be continuous length of service as of the first date of permanent employment as a regular school term or full year employee under this agreement.

**15.2 Classification Seniority:** Classification Seniority shall be the total length of service worked within a classification.

**15.3 Classification:** Classification shall include all job titles within a primary workgroup. The workgroups shall be Custodial and Maintenance.

### **15.4 Application of Seniority:**

**15.4.1 Job Openings:** For non-promotional positions, District Seniority shall prevail subject to the ability of the employee to meet the minimum requirements of the job and to perform the duties as required for the position.

For promotion to a higher position a promotional team comprised of both District and SEIU designated personnel who shall base selection on the following:

- 50% Assessments: The assessments shall include some demonstration of knowledge, skills and ability (KSA) as determined by mutual agreement between the District and SEIU. The district and union will work collaboratively to mutually develop the assessments and scoring criteria. Such assessments may include, but are not limited to building inspections, recent evaluations, etc, provided such are relevant to the position sought. Employees who cannot demonstrate appropriate KSA competence shall be deemed unqualified for promotion, unless the District and SEIU mutually agree to a KSA development plan. If deemed unqualified see 15.6 Promotional Seniority Bypass.
- 30% by Classification Seniority.
- 20% by interview and applicant provided reference checks with questions determined by mutual agreement between the District and Union. The District and SEIU shall work collaboratively to mutually determine scoring criteria.
- The District shall promote the individual attaining the highest score based upon the before mentioned formula, unless the District and the Union agree otherwise.

#### **15.4.2 Reduction in Force:**

**15.4.2.1 Reduction-In-Force and Bumping:** District Seniority rights for reduction in force shall be exercised first by classification and then by bargaining unit.-The least senior employee in an affected classification shall be identified for layoff. Such identified employee shall have the right to bump a less senior bargaining unit employee in a job (*in another classification*) for which they are senior and qualified.

**15.4.2.2 Recall Pool:** An employee who is reduced in time or fully laid-off (full job loss) shall have their name placed on the recall list in the District Seniority order and shall be offered the right to return when openings or hours are restored consistent with their District Seniority. An employee may remain in the recall pool for up to two (2) years from the date of layoff.

**15.4.2.3 Layoff:** Employees who are fully laid-off shall have their seniority and benefits frozen and shall not accrue while laid-off. At the time of reemployment, recalled employees' seniority and benefits shall be restored and accrual reinstated. Additionally, laid-off employees shall be placed on the substitute list and given opportunity to substitute when vacancies exist.

**15.4.3 Extra Hours, Overtime, and Vacation:** For the purpose of making determinations of job assignments, extra hours, overtime, vacation scheduling, etc; the parties shall utilize classification seniority, subject to the ability of the employee to meet the qualification requirements of the work (*ie: an electrician may not be qualified to perform plumbing work*).

**15.4.3.1 Custodial Overtime/Extra-time Assignment:** The assignment of scheduled overtime in the buildings shall be determined by ordering the building custodians by classification seniority with those most senior at the top of the list. The assignment of overtime for the duration of the contract year shall be by rotation through the list in

seniority order (starts where the list leaves off, not always at the top) such that each building custodian has the opportunity to work overtime as it becomes available. Scheduled overtime that cannot be filled within a building will be offered to custodians outside of the building in classification seniority order and then to the bargaining unit in district seniority order before being offered to substitute employees.

**15.4.3.2 Call-outs:** A call-out list of qualified employees shall be ordered by the appropriate seniority list (*district seniority for lists that don't require a specific classification and by classification seniority for lists that do require a specific classification*) of those employees who volunteer to receive after-hours call-outs. Some lists may rotate through seniority and some may not. The appropriateness of list rotation shall be a subject of discussion in labor management and may be brought forward by either party.

**15.5 Maintenance of Seniority:** The following provisions shall apply in regard to seniority maintenance and accrual:

**15.5.1 Labor & Industries Leave:** An employee who suffers an on the job injury and is on medical leave shall continue to accrue seniority while they have an active L&I claim. If the L&I claim is closed, but the employee is on an approved medical leave of absence their seniority no longer accrues but is maintained for the period of the approved medical leave of absence.

**15.5.2 Medical Leave of Absence:** An employee on an approved medical leave of absence for more than forty (40) work days shall not lose seniority, but shall stop accruing seniority. Upon return from medical leave their seniority shall be reinstated and shall continue to accrue.

**15.5.3 Non-Medical Leave of Absence & Personal Leave:** An employee on an approved leave of absence or unpaid personal leave shall not lose, but shall stop accruing, seniority until such time as they return from leave. Consistent with federal and state statute, employees on military leave shall continue to accrue seniority during their deployment.

**15.5.4 Reinstatement of Seniority:** Employees who separate employment but return within two (2) years shall have their seniority reinstated, not including military leave (or other legally defined leave) which shall be governed by legal compliance beyond the two (2) year threshold.

**15.6 Promotional Seniority Bypass:** An employee who is not selected for a position outside of their current job title may be bypassed in seniority for a qualified, but less senior, employee. The union and any employee applying for a promotional position that is bypassed shall be given a written notice of such by the District five (5) work days after the date the position is permanently filled.



## Article 16 Job Posting and Bid Procedure

### 16.1 Job Openings & Postings:

**16.1.1 Job Openings:** All new positions and all positions vacated for any reason within the bargaining unit shall first be posted internal to the bargaining unit.

**16.1.1.2 Custodial Ladder-Up:** When short term leaves for custodial lead employees occur, the opportunity to fill the lead vacancy shall first be presented to the other employees in the classification at that work location. The subsequent resulting vacancy shall be filled by the District.

**16.1.2 Job Postings and Notification:** The District shall notify the union representative, designated by the union of any job openings within the bargaining unit. Positions shall be posted on the Districts website for at least five (5) continuous work days and shall include the appropriate job description for the posted position. Employees shall be notified of position openings via email, and postings shall be posted on the appropriate employee bulletin boards at each work location.

**16.1.2.1 Employees on Leave:** Any employee on leave of absence, vacation, or on sick leave beyond the five (5) day posting period shall also be notified of the vacancy and posting period. Employees will designate in writing to Human Resources a notification method while they are on leave from the District.

**16.2 Application for an Open Position:** Any employee desiring to-apply for a position shall submit their interest through the electronic submission process to the District Human Resources office. Employees desiring assistance with the submission process may schedule a time with a representative of the District Human Resources Department, who will assist them in submitting their application.

**16.3 Temporary Leave Replacement:** A temporary position opened by an employee who is on leave of absence for twenty(20) or more work days, will be posted consistent with normal job vacancy postings described in this Article 15 Seniority and Article 16.1 Job Openings and Postings and 16.2 Job Bidding. The individual awarded the position will be called a Temporary Leave Replacement Employee.

**16.3.1 Regular Employees as Temporary Leave Replacement:** A regular employee assigned to a temporary leave replacement position in different classification shall continue to accrue seniority in their regular assignment classification for the duration of the temporary assignment. At the conclusion of the temporary assignment the employee shall return to their regular assignment.

**16.3.2 Extended Duration:** Should such temporary leave replacement assignment extend beyond the contract year, it shall be posted at the beginning of the next contract year as a temporary leave replacement position.

**16.4 Involuntary Transfer:** The need for involuntary transfer may be brought forward by the District or the Union. The transfer will be for Just Cause; or the District and the Union will meet to mutually agree that involuntary transfer is appropriate. Affected employees shall be afforded at least twenty (20) work days' notice and shall remain on the same shift. An employee may request an explanation from the District in writing setting forth the reasons for the transfer. The District shall discuss and confer with an employee and the Union where there are changes in job responsibility. Upon mutual agreement the union and district may negotiate the wages when there is a change in position currently covered by this Agreement or job duties of an employee.

**16.5 Trial Service:** Promoted employees shall be under a 60 work-day probationary period and will be evaluated twice within that time frame. Ideally the first evaluation will occur within the first 30 work days and the second evaluation within the last 30 work days on or about the 20<sup>th</sup> work day, and again on the 45th work day. By mutual agreement between the District and the employee, the probationary period may be ended prior to the 60 work day timeline either for unsatisfactory performance or distinguished performance. If the employee is unable to complete the essential job duties at a proficient level at the end of the probationary period, they will be removed from the position. If the promoted employee wishes to vacate the promoted position, they must notify the district 10 work days after starting their position that they wish to vacate the current position. Notification to vacate the position must be in writing. The employee will be returned to their formerly held or like assignment. The vacated position will be reopened.

**16.6 Short Notice Separation:** When an employee suddenly terminates their employment, or when it becomes necessary for the District to remove an employee from a position without giving fifteen (15) calendar days' notice, the job may be filled temporarily to allow time for posting.

## **Article 17 Grievance Procedure**

**17.1 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. Meetings or discussions involving grievances shall be scheduled at mutually agreeable times.

### **17.2 Definitions:**

1. Grievant: A grievant is an employee or, in the case of the union's contractual rights, the union.
2. Grievance: A grievance is defined as a dispute involving the interpretation or application of the specific terms of this Agreement.
3. Days: Days in this procedure are normal district office work days.

**17.3 Timelines:** Grievances shall be processed in the following manner and within the stated time limits. Time limits provided in this procedure may be extended only by mutual written agreement.

Failure on the part of the district at any step of this procedure to communicate the decision on a grievance within the specific or mutually extended time limits shall permit the grievant to lodge an appeal at the next step of this procedure.

Failure of the grievant (employee or union) to present or proceed with a grievance within the specified or mutually extended time limits will render the grievance waived.

**17.4 Representation:** The grievant may waive the union's involvement in the procedures at any step. If the grievant elects not to have union representation, the union shall have the opportunity to be present at the adjustment of the grievance and to make its views known or shall receive the same written responses provided to the grievant.

**17.5 Process:**

**Step 1 Informal Level -- In formal submission of Grievance to Supervisor:**

Within twenty (20) days following the occurrence of the event giving rise to the grievance, or twenty (20) days after the events known or reasonably should have been known, the employee shall attempt to resolve the grievance informally with the immediate supervisor. The immediate supervisor shall respond informally within ten (10) days of the employee's presentation.

**Step 2 Formal Level – Written Submission of Grievance to Supervisor:**

If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the immediate supervisor within ten (10) days after receipt of the informal response. The written grievance shall contain:

- a. A statement of the alleged grievance including the facts upon which the grievance is based;
- b. Reference to the specific terms of the agreement that have been allegedly violated;
- c. Issues involved; and
- d. Remedy sought.

The District agrees to recognize grievances advanced to Step 2 and Step 3 of the grievance procedure under Article 17 by the Union on behalf of individuals provided that the Union secures the authority of the individual employee to process the grievance and so represents in the formal documents submitted to the District.

In presenting the grievance, the employee may elect to represent himself/herself or be accompanied by a representative of the union. The immediate supervisor will inform the employee and the union in writing of the disposition of the grievance within ten (10) days of the presentation of the written grievance.

**Step 3 Superintendent Level – Written Submission of Grievance to the Superintendent:**

- a. Individual Grievance

If the grievance is not settled at Step 2 and the employee wishes to pursue the grievance to Step 3, the employee must file the grievance in writing within ten (10) days after receipt of the immediate supervisor's written response in Step 2 above. The superintendent or his/her representative will review the grievance with the parties involved and provide a written statement of the disposition to the employee with a written copy to the union, within (10) days of receipt of the grievance.

b. Union Grievances

A grievance which the union may have against the district, limited as aforesaid to matters dealing with the interpretation or application of terms of this agreement relating to union rights, shall be commenced by filing in writing (in the format of Step 2 above) with the superintendent. Such filing shall be within twenty (20) days following the occurrence of the event giving rise to the grievance or twenty (20) days after the event is known or reasonably should have been known. The superintendent or his/her representative and the union will have ten (10) days from the receipt of the grievance to resolve it.

**Step 4 Mediation:**

If no settlement can be reached at Step 3, the Union and the Superintendent, or his/her representative, agree to formally meet on the grievance in an attempt to mediate a resolution which is agreeable to both parties before said grievance proceeds to Arbitration.

**Step 5 Arbitration:**

If no settlement is reached in Step 3, the union may request that the matter be submitted to an arbiter as hereinafter provided:

- a. Written notice of a request for arbitration shall be made to the superintendent within ten (10) days of receipt of the disposition letter at Step 3.
- b. Arbitration shall be limited to the issue(s) involving the interpretation or application of specific terms of this Agreement.
- c. When a timely request has been made for arbitration, the parties shall request Public Employment Relations Commission (PERC) to assign an arbitrator pursuant to RCW 41.56.
- d. Arbitration proceedings shall be in accordance with the following:
  - 1) The arbiter, once appointed, will inform the parties as to the procedures which will be followed.
  - 2) The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request, through subpoena if necessary, such data and testimony as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days, unless mutually extended, of the closing of the record.
  - 3) The arbiter shall be authorized to rule and issue a decision in writing on the issue(s) presented for arbitration which decision shall be final and binding on both parties.

- 4) The arbiter shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except by mutual agreement.
- 5) Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance.

The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.

- 6) Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
- 7) The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic cost.

**17.6 Binding Effect of Award:** All decisions arrived at under the provisions of this article by the representatives of the district and the union at Steps 1, 2, and 3, or by the arbiter, shall be final and binding upon both parties, provided, however, that in arriving at such decisions neither of the parties nor the arbiter shall have the authority to alter this Agreement in whole or in part.

**17.7 Limits of the Arbiter:** The arbiter cannot order the district to take action contrary to law.

**17.8 No Duty to Maintain Status Quo:** The district has no duty to maintain the status quo or to restore the status quo pending arbitration. But if return to the status quo is ordered by the arbiter, the return shall be affected as per the arbiter's award.

**17.9 Freedom from Reprisal:** There will be no reprisals against the grievant or others as a result of his/her participation in this process.

## **Article 18 Union Security**

**18.1 Notification:** The Employer shall provide SEIU925 and the SEIU925 chapter president with the following information on all new hires-including name, home mailing address, job title, phone number, work email, work location, and hire date.

**18.2 Union Membership:** It is the expectation of both the SEIU925 and the Employer that the Employer and all agents and representatives of the Employer shall remain neutral on the issue of union membership and respect all employees decision whether to join and maintain membership in SEIU925.

**18.3 Union Membership Rescission:** Union members requesting to rescind membership and membership rights shall make such request in writing to SEIU925, following the SEIU925 constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing such conditions have been met, SEIU925 shall inform the Employer of such employee's non-member status consistent with the notification section of this Agreement, specifically Dues and COPE Deduction below.

**18.4 Dues and COPE Deduction:** On September 1 of each contract year SEIU925 shall provide a full and complete list of bargaining unit employees who are current members of SEIU925 to the Employer, and shall provide updates, additions, and/or other changes in membership status to the Employer on at least monthly basis, not later than the 10<sup>th</sup> of the month, thereafter. Upon notification of an employee's membership status in SEIU925 and or election to participation in the SEIU925 political program (COPE), the Employer shall deduct union dues and COPE contributions as identified by SEIU925.

**18.4 Indemnify and Hold Harmless:** SEIU925 agrees to indemnify and hold harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for, or on account, of any membership dues or COPE deduction made from the pay of a bargaining unit employee.

**18.5 Non-Interference:** The Employer remains committed to its obligations under collective bargaining laws, including chapter RCW 41.56.

**18.6 Agency Fee Restoration Contingency:** In the event there is a change in law or holding by a court of competent jurisdiction that allow for the withholding of dues or an equivalent fee as a condition of employment, the SEIU925 and the Employer agree to restore the union security and dues deduction provisions of the 2017 – 2019 CBA.

## **Article 19 Staff Development and Training**

**19.1 Training:** It is in the best interest of both the employees and the District to have a well-educated and highly trained work force. In consideration of this, the District will provide two avenues to increase skill and knowledge of its employees; either district or employee directed.

**19.1.1 District directed:** The District will provide a minimum of two mandatory trainings during each school year. These trainings will take place during work hours and employees will be compensated at their appropriate rate of pay. Employees are encouraged to submit recommendations to the Director of Facilities for any areas that said employees are interested in receiving training or education. The employees agree to participate in development and presentation of the trainings as requested by administrative staff.

**19.1.2 Self-directed:** Employees who wish to participate in skill improvement classes or workshops, beyond those offered by the district, shall submit a written proposal on the FSD Facilities & Maintenance Training Request Form (see appendix B) that includes the class

description and development goals to his or her Union representative. In turn, the union representative will submit the request to the district office for review and discussion at the next designated Labor Management Meeting. Approval or disapproval will be at the discretion of the District representative.

Employees who apply for skill-improvement classes or workshops may request that the District provide the following:

- 1) Release time,
- 2) Tuition costs,
- 3) Course materials

**19.1.3 In-Service Trainings:** In-service as required by the district, state, or federal requirements, will be scheduled during working hours with substitutes provided as needed. If held after work hours, employees shall be compensated at their regular rates of pay and including overtime pay, if applicable.

Specific workgroup or bargaining unit training requests from SEIU shall be discussed in Labor Management.

**19.2 SEIU Staff Development Fund (Self Directed):** The district shall allocate an appropriate amount of funds each contract year to support the staff development needs of SEIU members in addition to district, state, and federal requirements.

Beginning with the 2017/2018 contract year the district shall allocate at least five thousand dollars (\$5,000) for additional SEIU member staff development to be available for employees, upon request, who wish to enhance their knowledge, skills and abilities in their current position-or wish training in areas which conform with district adopted goals.

**19.2.1 SEIU Staff Development Committee:** The Staff Development Committee, made up of Labor Management participants from the union and the district, shall discuss the appropriate use and allocation of the SEIU Staff Development Fund and establish the procedure for applying for funds and standards to be used in allocating the fund.

**19.2.2 Bellingham Technical College:** Employees of the SEIU Bargaining Unit may attend vocational classes at the Bellingham Technical College (not during regular working hours) on a space available basis, as approved by the President of Bellingham Technical College. Such courses shall be in the mutual interest of the District and the employee, as determined by the District and the employee. Written copies of such decisions shall be forwarded to the Executive Director of Human Resources and the employee. Tuition of approved classes will be paid by the District through the established staff development fund. Non-tuition expenses and materials will be the responsibility of the employee.

**19.3 Opportunity for Professional Development:** Custodians will be given the opportunity to assist the Maintenance crew at their building site on projects that will help develop Custodians KSA's

during times when school is not in session. Maintenance staff will inform custodians as to the timing of when they will be on-site and have an opportunity for one of the building custodians to assist them. A sub can be used to backfill the custodial position while they are working with maintenance staff.

## **Article 20 General Conditions**

**20.1** Any difference in administering this Agreement over wages, hours, working conditions and any clause contained herein, shall be subject to the grievance procedure.

**20.2** Any clause in this Agreement that is in conflict with any federal or state law now in existence or any laws that may hereafter be passed by regularly constituted authorities shall be amended to conform with such laws.

**20.3** No changes may be made in this Agreement without full knowledge and consent of both parties.

**20.4** Nothing in this Agreement shall be construed to lower any existing benefits of pay or working conditions.

**20.5** The District shall pay tuition for District approved job-related training for classified employees within the bargaining unit when the course work is required by the District. Evidence of satisfactory completion shall be provided (official transcript); Said training shall be through an accredited institution, i.e., Vocational-Technical Institute, Community College, etc.

### **20.6 Equipment:**

**20.6.1 Maintenance Safety Shoes:** The District will pay up to one hundred fifty dollars (\$150.00) each year to each maintenance employee towards the purchase of safety shoes. The employee shall provide proof of purchase upon request from the District.

**20.6.2 Tools and Equipment:** The District shall provide at each facility the tools they need in order to perform custodial duties (secondary level facilities may require multiple sets staged in different locations for efficient accessibility). See Appendix [blah] for a list of hand tools that shall be made available at each school for the custodians.

**20.6.3 Personal Protective Equipment:** The District shall provide personal protective equipment when necessary for the safe performance of work on the job.

**20.7** The District will allow employees to donate shared leave as per district policy and procedure and state law.



**Article 21 Duration**

This Agreement shall remain in full force and effect as provided herein for the period from September 1, 2019, to August 31, 2021. If either of the parties desire change or modifications of said Agreement, sixty (60) days written notice must be served by the party desiring change prior to the anniversary date of the Agreement.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at Ferndale, Whatcom County, Washington, by the undersigned officers by authority of, and on behalf of, the Board of Directors, Ferndale School District #502, and Ferndale SEIU Local 925.

**For Ferndale School District**

**For SEIU Local 925**

\_\_\_\_\_  
Dr. Linda Quinn  
Superintendent

\_\_\_\_\_  
Brandon D Tippy  
Internal Organizer

\_\_\_\_\_  
Ron Palmer,  
Chapter President

\_\_\_\_\_  
Sherri Yonally,  
Chapter Secretary Treasurer

\_\_\_\_\_  
Chris Holeman,  
Chapter VP, Custodians

Appendix A.1 Wage Schedule

# 2019/2020 Wage Schedule

| Job Title   | 2019/20  |          |            |            |          |
|---|----------|----------|------------|------------|----------|
|   | Year 0-4 | Year 5-9 | Year 10-14 | Year 15-20 | Year 21+ |
| Day Custodian   | 20.95    | 21.89    | 22.88      | 23.91      | 24.99    |
| Night Custodian   | 21.70    | 22.68    | 23.70      | 24.77      | 25.88    |
| Middle School Night Lead (includes shift dif)                       | 21.88    | 22.86    | 23.89      | 24.97      | 26.09    |
| High School Night Lead (includes shift dif)                         | 22.28    | 23.28    | 24.33      | 25.42      | 26.56    |
| Elementary Head Custodian   | 22.74    | 23.76    | 24.83      | 25.95      | 27.12    |
| Middle School Head Custodian  | 23.11    | 24.15    | 25.24      | 26.38      | 27.57    |
| High School Head Custodian  | 23.92    | 25.00    | 26.13      | 27.31      | 28.54    |
| District Head Custodian   | 25.08    | 26.21    | 27.39      | 28.62      | 29.91    |
| Substitute Custodian  | 21.70    |          |            |            |          |
| Maintenance Specialist 1  | 27.56    | 28.80    | 30.10      | 31.45      | 32.87    |
| Maintenance Specialist 2  | 33.52    | 35.03    | 36.61      | 38.26      | 39.98    |
| Maintenance Journeyman  | 33.52    | 35.03    | 36.61      | 38.26      | 39.98    |
| Assistant Grounds Tech (w/o pesticide)                              | 24.68    | 25.79    | 26.95      | 28.16      | 29.43    |
| Assistant Grounds Tech/Pesticide Specialist                         | 25.60    | 26.75    | 27.95      | 29.21      | 30.52    |
| Lead Grounds Tech   | 27.56    | 28.80    | 30.10      | 31.45      | 32.87    |
| Maintenance Lead Premium above current rate (Supervisor Substitute) | 1.00     |          |            |            |          |
| Personal Leave Cash-out Rate  | 15.81    |          |            |            |          |

\*Grounds techs who attain the pesticide certification shall be moved to the Assistant Grounds Tech Pesticide Specialist

**12.6.3 Longevity Scale Migration:** Effective September 1, 2017, all current employees shall be placed on year 5 of the wage schedule. Effective September 1, 2018, any employee with more years of service than 5–9 shall be placed at the next longevity step (10–14). Effective September 1, 2019 employees with more years of service than the 10-14 longevity step shall be placed on the next longevity step (15-20). Effective September 1, 2020, any employee with more than 21 years of service shall be placed on the 21+ longevity step.

Appendix A.2 Wage Schedule

# 2020/2021 Wage Schedule

| Job Title   | 2020/21  |          |            |            |          |
|---|----------|----------|------------|------------|----------|
|   | Year 0-4 | Year 5-9 | Year 10-14 | Year 15-20 | Year 21+ |
| Day Custodian   | 22.00    | 22.99    | 24.02      | 25.10      | 26.23    |
| Night Custodian   | 22.79    | 23.82    | 24.89      | 26.01      | 27.18    |
| Middle School Night Lead (includes shift dif)                       | 22.97    | 24.00    | 25.08      | 26.21      | 27.39    |
| High School Night Lead (includes shift dif)                         | 23.39    | 24.44    | 25.54      | 26.69      | 27.89    |
| Elementary Head Custodian   | 23.88    | 24.95    | 26.07      | 27.24      | 28.47    |
| Middle School Head Custodian  | 24.27    | 25.36    | 26.50      | 27.69      | 28.94    |
| High School Head Custodian  | 25.12    | 26.25    | 27.43      | 28.66      | 29.95    |
| District Head Custodian   | 26.33    | 27.51    | 28.75      | 30.04      | 31.39    |
| Substitute Custodian  | 22.79    |          |            |            |          |
| Maintenance Specialist 1  | 28.66    | 29.95    | 31.30      | 32.71      | 34.18    |
| Maintenance Specialist 2  | 34.86    | 36.43    | 38.07      | 39.78      | 41.57    |
| Maintenance Journeyman  | 34.86    | 36.43    | 38.07      | 39.78      | 41.57    |
| Assistant Grounds Tech (w/o pesticide)                              | 25.67    | 26.83    | 28.04      | 29.30      | 30.62    |
| Assistant Grounds Tech/Pesticide Specialist                         | 26.62    | 27.82    | 29.07      | 30.38      | 31.75    |
| Lead Grounds Tech   | 28.66    | 29.95    | 31.30      | 32.71      | 34.18    |
| Maintenance Lead Premium above current rate (Supervisor Substitute) | 1.00     |          |            |            |          |
| Personal Leave Cash-out Rate  | 15.81    |          |            |            |          |

\*Grounds techs who attain the pesticide certification shall be moved to the Assistant Grounds Tech Pesticide Specialist

**12.6.3 Longevity Scale Migration:** Effective September 1, 2017, all current employees shall be placed on year 5 of the wage schedule. Effective September 1, 2018, any employee with more years of service than 5 – 9 shall be placed at the next longevity step (10 – 14). Effective September 1, 2019 employees with more years of service than the 10-14 longevity step shall be placed on the next longevity step (15-20). Effective September 1, 2020, any employee with more than 21 years of service shall be placed on the 21+ longevity step.

Appendix B Facilities & Maintenance Training Request

|   |  |  |
|---|--|--|
| <b>FSD Facilities &amp; Maintenance<br/>Training Request</b>  |  | _____<br>Name                                  |
| Submit to Facilities Director via any Union<br>Representative at any labor management meeting.                                      |  | _____<br>Worksite                              |
| Check all that apply:   |  | _____<br>Phone Number                          |
| <input type="checkbox"/> Individual Training Request  | <input type="checkbox"/> Group Training Request        |  |
| <input type="checkbox"/> Self-Directed - Optional   | <input type="checkbox"/> District Directed - Mandatory |  |
| <input type="checkbox"/> Off Site - Outside Provider  | <input type="checkbox"/> Safety Concern                |  |
| <b>Training Need</b> - Describe what general or specific area that needs to be addressed:<br>_____<br>_____<br>_____<br>_____       |  |  |
| <b>Suggested Source</b> - Include details about an outside provider or in house expert:<br>_____<br>_____<br>_____<br>_____         |  |  |
| <b>Support Request</b> - Identify specific costs such as release time or tuition reimbursement:<br>_____<br>_____<br>_____<br>_____ |  |  |
| <input type="checkbox"/> Approved   | <input type="checkbox"/> Denied                        | <input type="checkbox"/> Modification Proposed |
| _____<br>Date Received  | _____<br>Facilities Director Signature                 |  |

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

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

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

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

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

The “Loudermill Right” is a constitutional right to fundamental fairness in proceedings relating to the discharge of public employees. The Loudermill Right requires that public employees who have a property interest in continued employment be afforded the following elements of due process prior to a termination decision.

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

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

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