

# **AGREEMENT**

**Between**

**SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL  
925**

**And**

**WINLOCK SCHOOL DISTRICT  
NO. 232**

**2017-2019**

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# AGREEMENT

**THIS AGREEMENT**, made and entered into by and between **WINLOCK SCHOOL DISTRICT NO. 232**, of Winlock, WA, hereinafter referred to as the "Employer", and the **SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925**, hereinafter referred to as the "Union".

## WITNESSED

That the parties agree that it has been and will continue to be in their mutual interest and purposes to promote systematic and effective employee-management cooperation and that they will confer and negotiate in good faith with respect to grievances and collective negotiations on personnel matters including wages, hours and working conditions; and will further promote effective methods for the prompt adjustment of differences.

## ARTICLE I: UNION RECOGNITION AND COVERAGE

**SECTION 1.** Pursuant to certification by the Department of Labor & Industries in Case No. 0-1667 and previous negotiations and certifications the Union is hereby recognized as the sole and exclusive bargaining agent for all classified employees of the Employer, including bus drivers, and excluding District Office Personnel.

**SECTION 2. JURISDICTION:** All work to be performed in the jurisdiction of this Union shall be performed by members in good standing, except for emergencies or other conditions agreed to between the Union and the Employer. Services provided by the Neighborhood Youth Corps (NYC), Future Farmers of America (FFA), or other Federal Programs will not reduce the work opportunities of regular employees.

## ARTICLE II: UNION SECURITY

**SECTION 1.** Present employees who are now members of the Union, shall, as a result of continued employment, remain members of the Union. Present employees who are not members of the Union shall not be required to become members, provided however, that should they elect to become members of the Union, they shall, as a condition of continued employment, remain members in good standing of the Union. All new employees, shall, within thirty-one (31) days following their date of employment, become members of the Union and maintain such membership in good standing of the Union as a condition of continued employment. CETA or other employees in state and federal programs are not required to be members or pay an initiation fee, but are required to pay a monthly service fee equivalent to membership dues.

**SECTION 2.** This agreement safeguards the non-association rights of employees under Section 2.41.56 RCW, who shall pay a like amount of fees and dues each month to a nonreligious charity. Such employees shall certify to the Union that this has been done.

**SECTION 3.** The Shop Steward and the Union Representative shall meet with an employee who does not comply with this article and will attempt to gain compliance. Refusal of the employee to meet with the Shop Steward and Union Representative or failure to comply within fourteen (14) calendar days of a meeting shall cause a written statement of fact to be transmitted to the Superintendent. Upon receipt of this written notice to the Superintendent that the employee has failed to comply with the requirements set forth in the Article, the Employer shall give such employee five (5) days to comply with these requirements. If such employee still refuses to comply, the Employer shall terminate him.

## ARTICLE III. AUTHORIZED DEDUCTIONS

**SECTION 1.** The Employer agrees to deduct monthly Union dues, fees and assessments from the wages of any employees who voluntarily request in writing their deduction. An employee who wishes to

have his Union dues, fees and assessments deducted shall sign a form identical with the attached form marked "Exhibit B". When filed with the Employer, the form will be honored in accordance with its terms.

**SECTION 2.** Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to deductions covered thereby. The Union hereby undertakes to indemnify and holds the Employer harmless from all claims against it for or on account of any deduction made from the wages of any employee.

**ARTICLE IV: RIGHT OF ACCESS, BULLETIN BOARDS, MEETINGS, and SHOP STEWARDS**

**SECTION 1.** The business representative for the Union shall be permitted access to all properties covered by this agreement to discharge his duties as a representative of the Union, provided, however, that no interference with the work of employees shall result, and such right of entry shall at all times be subject to general rules applicable to non-employees. All visitors to school buildings are also governed by District Policy regarding School Visitation Rights of Non-Students.

**SECTION 2.** The Employer agrees to provide space on an available bulletin board in each staff room in the district, for the posting of official Union notices. Such official notices shall be signed and posted by the Shop Steward or Union Representative. The Union shall have the right to use SEIU member's district mailboxes and email addresses for communication purposes consistent with District policy and state and federal law.

**SECTION 3.** Upon request of the Union or a member thereof, a suitable meeting room shall be provided by the Employer.

**SECTION 4. SHOP STEWARDS:** Shop Stewards shall be the representatives for all classified employees belonging to SEIU. The Union shall notify the Employer of the names of Shop Stewards and alternates. Shop Stewards are the Union's spokespersons on the job.

The parties acknowledge the general proposition that Union business performed by the Shop Stewards, including the investigation of grievances and contract interpretation, will be conducted during non-working hours whenever possible (e.g. coffee breaks, lunch periods and before and after shifts). Shop stewards or other members who provide Union representation during working hours in negotiations, grievance proceeding, conferences or meetings with the District shall suffer no loss of pay. All such Union activity conducted during working hours shall be agreed to by the District and the Union and shall not interfere with the normal business operations of the District unless agreed to by the District. It is seen as desirable for the Shop Stewards and the Superintendent, the designated representative of the Employer, to have open and frequent two-way communication. In this way, possible problems will be resolved as early as possible; something desirable for both employee and employer.

**ARTICLE V: NO DISCRIMINATION**

**SECTION 1.** In accordance with the policies of the Employer and the Union, it is agreed that there will be no discrimination against any employee or applicant for employment because of his race, sex, age, religion, color, ancestry or political affiliation in the administration or application of the terms of this agreement or in hiring.

**SECTION 2.** The Employer and the Union shall not discriminate against any employee because of his membership (or lack of membership) in the Union or for legitimate Union activity.

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

**SECTION 1.** The Employer will notify the Union or the Shop Steward, on a form attached hereto and marked 'Exhibit C', of all hiring, layoffs, change of posted/authorized hours, and terminations from the payroll and promotions of employees subject to this agreement, together with the reason for any termination.

**SECTION 2.** The Union shall secure a signed Union Membership card from the newly hired employee. Newly hired employees shall be given a copy of the current agreement by the Shop Steward of the Union or the Union Representative. The Employer shall provide new employees with a packet, which shall include the following information:

- Medical insurance plan information
- Description of the medical pool
- Employee's job description
- Classified Employees voluntary scholarship information

Transportation Employees Only:

- OSPI School Bus Driver Handbook
- Winlock School District Transportation Policy and Procedure Manual

## **ARTICLE VII: NEW CLASSIFICATIONS**

**SECTION 1.** In the event the Employer creates a new job title within this bargaining unit, the Employer shall notify the Union of the wage rate and include a copy of the new job description.

**SECTION 2.** Should the Union not be satisfied with the wage rate the Union may request a meeting within fifteen (15) days of the Employer's notice to negotiate the wage rate.

**SECTION 3.** Should the parties not be in agreement within thirty (30) days of the Employer's notice, the Union may waive the dispute or take action in accordance with the procedure outlined in RCW 41.56.

## **ARTICLE VIII: CLASSES OF EMPLOYEES**

**SECTION 1.** A REGULAR FULL-TIME EMPLOYEE is one who is regularly scheduled forty (40) hours per week throughout the calendar year.

**SECTION 2.** A REGULAR PART-TIME EMPLOYEE is one who is regularly employed for forty (40) hours per week or less for less than the calendar year, or who is employed for less than forty (40) hours per week throughout the calendar year.

**SECTION 3.** A TEMPORARY EMPLOYEE is one who is employed for a short duration, less than ninety (90) working days, to do a task for which employment terminates with completion of the task.

**SECTION 4.** A LEAVE REPLACEMENT is a position that is filled when the District is notified that an employee will be off work in excess of thirty (30) consecutive work days, or an employee is off work in excess of thirty (30) consecutive work days, up to one (1) year in duration. His/her position will be posted as a leave replacement position. An employee in a leave replacement assignment of more than ninety (90) consecutive work days shall receive health benefits on the ninety first (91<sup>st</sup>) day of that assignment.

If the person on leave returns to his/her position, and if the person who was the leave replacement employee was a District employee at the time the leave replacement position was filled, he/she will have the option of returning to his/her previous position. If the person who filled the leave replacement position at the time the leave replacement position was filled was not a District employee, he/she will have no rights to continued employment with the District.

If the District receives notice that the person on leave is not returning, the position shall be posted within ten (10) working days from the time the District receives the notice. If the notice is received within thirty (30) calendar days of the end of the school year, the District may decide to keep the person in the leave replacement position until the end of the school year only.

**SECTION 5. A SUBSTITUTE EMPLOYEE** is one who is employed to fill the position usually occupied by a regular employee during said employee's absence, either on an intermittent basis or up to 30 consecutive work days (see Section 4 above).

## **ARTICLE IX: SENIORITY**

**SECTION 1. DISTRICT SENIORITY** shall mean an employee's continuous length of service with the District. The seniority date of each employee shall be established as of the employee's first compensated day of employment as a regular employee in either a part-time or full-time capacity. District seniority shall apply to vacation periods and any wage increments authorized by the state. The District will not post new positions or vacancies that restrict an employee's right to vest seniority.

**SECTION 2. CLASSIFICATION SENIORITY** shall mean an employee's continuous length of service within a classification. Classification seniority shall govern in all layoffs and recalls after layoffs. When a custodian is absent due to vacation or illness, the next senior custodian will fill that position. The classifications are: Secretarial, Para-professional, Custodial/Maintenance, Transportation.

**SECTION 3.** All job vacancies or newly created positions shall be posted as soon as possible, but in no case later than ten (10) days after said job becomes vacant. All such vacancies will be posted at all work locations and the Union shall be notified of such postings. Each posting shall include the projected pay rate, the work schedule hours, and a brief description of duties. Notices shall be posted for a period of ten (10) working days. The Employer will make final selections in the event of the need to fill a vacant or new position. Senior employees will receive high consideration and the District will consider seniority in the same job description for placement in that position. Vacancies shall be filled on the basis of the best judgment of the Employer and the most qualified applicants.

### **SECTION 4.**

- a. In the event of transfers or promotions, the employee shall be given a trial of not more than twenty (20) days in the new job classification. Prior to twenty (20) days the employee may return to his/her former position. The employee shall receive the higher rate of pay during the trial period.
- b. In the event that an employee will be involuntarily transferred from a particular work site, the District will first ask for qualified employees to volunteer for reassignment. If no qualified volunteers come forward, then the least senior employee in the affected work site building will be transferred, unless the District determines that the least senior employee is not best suited to perform the duties of the position that the district will fill via the involuntary transfer.

**SECTION 5.** If the senior employee is passed over for promotion, or returned to his/her former or comparable position, he/she will receive, upon request, a written notification of the reasons for such action.



**SECTION 6.** Vacancies, which occur due to an incomplete trial period, shall be treated as new vacancies.

**SECTION 7.** Any employee who transfers from one classification to another covered by this agreement, shall retain his/her seniority in the vacated classification however, he/she will not continue to accrue seniority in that classification after completion of the trial period in the new job.

Seniority does not apply to an employee until he/she has completed his/her probationary period. Upon completion of said probationary period the employee shall be credited with seniority within the new classification, and the ninety (90) days seniority so credited to the new classification shall be deducted from the previous job.

**SECTION 8.** The seniority rights of an employee shall be lost for the following reasons: a. resignation, b. discharge, and c. retirement.

**SECTION 9. LAYOFF, REDUCTION IN HOURS, AND RECALL:**

- a. In the event a layoff occurs within a classification, reduction of the work force shall begin with those employees with the least seniority. If there is a reduction in hours or partial hours of thirty (30) minutes or more in a position that a senior person holds, the senior person has the right to bump to maintain hours. An employee so reduced shall be given the opportunity to return to any specific job classification to which he or she has been previously successfully assigned for at least six months, provided, such employee has greater total district seniority than the employee being bumped.
- b. An employee on layoff from a position, above, shall be placed on a layoff list for up to twenty-four (24) months.
- c. When an opening occurs while an employee is on the layoff list, the District shall first offer the position to the most senior employee on the list who has previously worked successfully in the classification and continue to offer vacancies in this manner as long as employees remain on the list.

**SECTION 10.** A seniority list, by general classification, and showing the seniority date shall be posted in all buildings and the bus garage. Copies of the seniority list shall be furnished to the Union annually.

General classifications are Secretaries; Paraeducators; Custodian/Maintenance and Bus Drivers.

Seniority shall be observed in matters of driver route assignments and bids.

**SECTION 11.** In cases where there is more than one individual with the same seniority date, the District shall use the application date as the "tie breaker" to determine District seniority. If there is still a tie then the time the application is submitted shall be the determining factor.

**ARTICLE X: HOURS AND OVERTIME**

**SECTION 1. DEFINITION OF TERMS:**

- a. Eight (8) hours shall constitute a workday and forty (40) hours shall constitute a workweek to be completed within five (5) consecutive days. Time worked in excess of eight (8) hours in one day or forty (40) hours in any one week shall constitute overtime and shall be paid for at the overtime rate of time and one-half, with the exception of bus drivers, who shall receive the

overtime rate of time and one-half for hours worked in excess of forty (40) hours in one week. If assigned by the District to work a four-day, ten-hour work week, employees will not be paid overtime rates for time worked in excess of eight (8) hours per day.

- b. "Work week" shall mean and consist of the seven (7) day period beginning at 12:01 a.m. Monday.
- c. Compensatory time may be granted to eligible employees in place of overtime pay. This would be at the discretion of the employee. Compensatory time shall be taken through mutual agreement of the employee and employer as per the Fair Labor Standards Act.

**SECTION 2. OVERTIME PAYMENT:** All work performed on the seventh (7th) consecutive day, or on Sunday shall be paid at double the straight time rate of pay.

**SECTION 3. AUTHORIZATION OF OVERTIME:** No employee shall be allowed to work overtime unless the overtime work has been previously authorized by his Supervisor. Such overtime shall be verified in writing by the supervisor on the employee's time record.

**SECTION 4. STARTING TIME, QUITTING TIME AND THE WORKWEEK** shall be established for all employees within the terms of this agreement.

**SECTION 5. INTERVAL BETWEEN SHIFTS:** All employees shall have at least fourteen (14) hours between shifts, with the exception of bus drivers who are on extracurricular trips. For all work performed within the fourteen (14) hour interval the employee shall be paid the overtime rate; provided, that when the night custodian works a day shift, without a fourteen (14) hour interval between shifts, said custodian shall receive his/her regular rate of pay.

**SECTION 6. NOTIFICATION OF WORK CANCELLATION OR DELAY:** In case of inclement weather or other emergency school closure, an employee shall receive notification of cancellation or delay of work a minimum of one (1) hour prior to their normal working time. If not notified, said employee shall be paid a minimum of two (2) hours for show-up time.

**SECTION 7. CALL TIME:** If an employee is called out on his day off or is called back or otherwise required to return to work after checking out and leaving the premises, he shall be paid at the overtime rate or given compensatory time for all hours worked on such call back, or for a minimum of two (2) hours, whichever is greater.

Bus drivers who are called back at non-scheduled times for early release of students shall be paid for actual drive time.

**SECTION 8. REST PERIODS:** All employees shall be entitled to a fifteen (15) minute rest period for each four consecutive hours worked. However, two paid rest periods shall be provided whenever an employee is required to work seven (7) or more hours in a day.

**SECTION 9. MEAL PERIODS:** An uninterrupted meal period of at least one-half hour duration shall be afforded to employees who work more than five (5) consecutive hours, to be taken at times designated by the employer. If an employee is required to work more than five (5) consecutive hours without being given an opportunity to eat, he shall be paid at the overtime rate for all time worked in excess of the first five (5) hours until such time as he is given an opportunity to eat. This section does not apply to bus drivers; however, bus drivers taking a trip requiring more than eight (8) hours to complete shall be reimbursed for one reasonably priced meal.

**SECTION 10. MEDICAL EXAMINATIONS:** All medical examinations required by the employer shall be paid for by the employer. The employer reserves the right to designate the physician and the type of examination required.

**SECTION 11. APPEARANCE IN COURT:** When an employee is required by the employer to appear in any court or before any attorney-at-law for the purpose of testifying, the employee shall be reimbursed in full for all costs incurred, including time lost, or the daily minimum whichever is greater, because of his appearance.

**SECTION 12.**

- a. Workshop and Professional Day Activities: Any employee required to work on a workshop day or attends workshop or professional day activities will be paid at the regular rate of pay. Registration fees and mileage for the use of an employee's car will be paid to the employee; provided that if a district vehicle is available, the employee will be required to use the district vehicle.
- b. Early Release Days and Other Professional Development Opportunities: The District intends to provide specific training opportunities during the monthly scheduled early release times for paraeducators. This may involve training with groups of paraeducators and/or with other teachers or administrators.

Paraeducators will always be able to work their regularly scheduled hours on early release days; however, the duties during those hours will be assigned by the employee's building administrator.

- c. Workshops and Additional Training: Any employee required to take training that falls outside of the employee's normal work hours shall be compensated at the employee's regular rate of pay. Should the required training cause the employee to generate overtime as defined in Article X, Section 1, above, any such hours shall be paid at the employee's overtime rate. If the required training is outside of the district, the employee will either be compensated for travel per District policy, or will be required to use a District vehicle. If there are other expenses for required training, i.e. per diem expenses for food, lodging, or registration fees, the District will pay for those expenses per District policy. The District shall provide a list to the Union and employees of those required to attend training. The District and Union shall meet to discuss the criteria for attendance as needed.

Should an employee choose to attend training that is outside the employee's normal work hours, whether offered by the District or by another entity, and such training is not required by the District for that employee, there shall be no obligation or expectation on the part of the District to provide compensation to the employee. Should the District approve a request for compensation for additional training outside of the employee's normal work hours, such compensation may or may not include wages or expenses for registration, travel, meals, or lodging. Such requests will be considered on a case-by-case basis based on the district/program needs and available funding.

If wages are approved for such optional training, overtime shall only be paid if the employee exceeds forty (40) hours per week per federal and state law. No overtime will be approved nor should be expected for hours that exceed eight (8) hours in one day for such optional training, irrespective of the provisions of Article X, Section 1, above.

**SECTION 13. FIRST AID CLASSES:** The District shall require first aid cards for all classified employees. Each employee must complete an accredited first aid class within one year of employment. The time spent in first aid class shall be paid by the District at the employee's regular rate of pay.

**SECTION 14. EXTRACURRICULAR TRIPS/ROTATION TRIP BOARD:** Extracurricular bus trips will be administered by the transportation supervisor. These trips shall be awarded from a rotation trip board, with bidding on Fridays. The District shall maintain a rotation trip board, as follows:

- a. Maintain a Rotation Trip Board. All trips for school activities, including sports shall be bid and awarded from a rotation trip board. The board shall consist of a list of drivers by seniority and shall be maintained in Transportation. Drivers sign up for the trip board at in-service or the first workday of the new school year.
- b. Activity Trips (usually sports) will be posted as soon as possible, but no later than each Thursday at 8:30 a.m. (Bid date will be posted at the same time). The Activity Trips will be bid on for two (2) months at a time so that drivers and the supervisor can make arrangements in advance. All trips will be assigned by seniority on a rotation basis.
- c. Extracurricular Trips will be posted no later than Thursday at 8:30 a.m. (Bid date will be posted at the same time) for two (2) weeks at a time. Trip bid will continue to be on Fridays at 8:35 a.m. with the exception of holidays or school closures (See section 14-F). Drivers must be at bid meeting or have submitted their proxy to another driver or the supervisor in order to be eligible to bid. (See sections 14-G and 14-I).
- d. All trips not awarded to regular drivers will be offered first to the Activity Driver and then to Substitutes. Any remaining trips shall be offered out of District.
- e. Board rotation begins on the first bid-day. On the first bid-day of the school year, bidding begins at the top of the list with the most senior driver. Each week the bidding picks up where it left off the week before.
- f. Friday bid-day except for holidays or school closures. Bidding is scheduled for Friday mornings at 8:35 a.m., except Thanksgiving week, when bidding is done the last workday before the holiday, and Spring Break or any unscheduled school closure day, when bidding is moved to Monday or the next working day to keep the board on schedule.
- g. Bidding by proxy. When a driver is absent due to work or illness, the trip driver may bid by proxy by providing the list of trips by choice, 1,2,3 etc. to the manager or brought in by another driver with the driver's name at the top of the list. Phone proxies to the supervisor will be accepted, prior to bid-time, but no accommodations made if the supervisor is not reached.
- h. Running the Trip Board. The Transportation supervisor shall run the rotation trip board on bid day. After two (2) times through the trip board the Transportation Supervisor will assign unwanted trips to a substitute driver. A designee will be appointed by the Transportation Supervisor for the trip board in the event of his/her absence.
- i. Loss of trips. Any bid driver not at the bid meeting at 8:35 a.m. or without proxy loses out on trips for the week's bids.
- j. Trip lost from illness or emergency. When a driver cannot take an awarded trip, due to illness or other emergency, the trip is bid on the late trip board and the driver misses a trip for this rotation of the board only.

- k. No limit. There is no limit to refusals and there is no trading of awarded trips.
- l. Add or remove name. Drivers may add their name or remove their name from the board at any time as long as the request is made in writing.
- m. Trip with more than one driver. A trip that requires more than one driver shall be filled in full from the rotation trip board.
- n. Summer trips. Summer trips are awarded from the trip board at the time the trip comes in. The transportation supervisor takes the bids by phone.

**SECTION 15. LATE TRIP BOARD**

- a. The Transportation supervisor shall maintain a late trip board and offer trips by rotation and seniority from the board.
- b. All drivers shall have the opportunity to sign up for the late trip board.
- c. Same day emergency trips are assigned immediately as needed. Other late trips are filled within 24 hours.
- d. Other than same day emergency trips, the transportation supervisor shall make a reasonable attempt to reach drivers by rotation on the late trip board.
- e. Position on the board and emergency trips: When a trip driver has an emergency trip awarded, their position on the late rotation trip board does not change.

**SECTION 16. OVERNIGHT EXTRACURRICULAR TRIPS:** Overnight extracurricular trips shall be paid at the route trip rate for eight hours/day or actual drive time whichever is greater. This includes actual time for pre-trip and all duty time worked on the trip.

**SECTION 17. BUS ROUTES:** A regular bus route shall be defined as transporting students from home to school and school to home. The local special education route shall include transportation of special education students in the middle of the day and is bid as one route.

A midday or shuttle route shall be defined as the transportation of students on a regular basis outside of a regular route.

Drivers shall be eligible for one extra midday or shuttle route, which shall be awarded by seniority. Drivers who must drive a different bus must have adequate time to properly perform the District's required pre-trip inspection before departing.

**SECTION 18. ANNUAL BUS ROUTE BIDDING:** Each fall regular transportation drivers have the right to bid onto a new route, for any reason.

- a. Bidding shall take place the Friday following the week route times are due to the office.
- b. All route times shall be posted prior to the bidding.
- c. And all bidding is by seniority.

**SECTION 19. BUS ROUTE CHANGES OF THIRTY (30) MINUTES OR MORE:** The transportation manager shall post permanent route changes of thirty (30) minutes or more, the first workday of the month following the route change. Upon receipt of a driver written request, the Transportation Manager

shall open for seniority bid any permanent route with changes of thirty (30) minutes or more. Provided, if such time added to a route is subsequently not required due to a reconfiguration of that route, the driver assigned to the route will be paid based on the hours of drive time required for the reconfigured route. Any driver bumped from their route shall have the right to bid into another route held by a less senior driver.

**SECTION 20. BUS ROUTE VACANCIES, MID-YEAR:** When a regular route is vacated permanently, or a new route is added mid-year, drivers have a right to bid on the open route.

- a. Bidding shall be by seniority.
- b. Such a vacancy shall be posted in accordance with Article IX.

**SECTION 21. BUS DRIVERS HOURS:**

- a. Drivers will be paid for the actual route time plus fifteen (15) minutes for warm-up/pre-trip inspections. Annual inspection preparation and meetings required by the employer or Supervisor will be paid extra.
- b. Standby Time. The District agrees to pay trip drivers their regular pay at a minimum of two (2) hours or actual drive time, whichever is greater, plus standby time.
- c. Drivers taking extracurricular trips out of the District will be paid a minimum of two (2) hours each way at the driver's trip rate for trips that are considered as "Drop and Pick" trips. In-district trips will be paid at actual time.

**SECTION 22. PARAEDUCATOR:** Any long term extended hours of one hour or more per day for more than one week above those regularly scheduled in the Paraeducator classification shall be offered to the senior qualified Paraeducator if work schedules and the employee's qualifications so allow.

**SECTION 23. PAYROLL RECORD KEEPING:** The first payroll period of the school year shall provide an explanation of the employee's pay stub and monthly pay.

**SECTION 24. LATE OPENINGS AND EARLY CLOSURES:** When an employee schedules make-up hours with their supervisor, employees shall be paid for hours lost due to late openings or early closures.

**SECTION 25. BANKED TIME:** Employees may earn and bank time by attending pre-approved activities beyond their regularly scheduled workday. Employees may use their banked time on an early release or late arrival day or other times when a substitute is not required. If there is a mandatory training on an early release or late arrival day, the employee will use their banked hours on another day.

**SECTION 26. DAY BEFORE SCHOOL STARTS:** The District will guarantee three (3) hours paid extra time for the day before school starts. Additionally, up to five (5) banked hours will be provided on a case-by-case basis if pre-approved.

## **ARTICLE XI: WAGES**

**SECTION 1. WAGES:** The rates shown in Exhibit A will be changed to provide members in the bargaining unit wage increases across the board in the amount of the state pass through, if any. If the District cannot provide the additional dollars for this pass through amount, across the board, or has concerns about providing the pass through across the board, the District and the Union will meet to negotiate the rates.

- a. Attached hereto and marked "Exhibit A" and made a part hereof is the schedule setting forth the minimum hourly rates for all employees covered by this agreement. (FYI - Exhibit A has been changed to reflect collective bargaining)
- b. Wage Increase: For the 2017-2018 school year wages will be increased as outlined in Exhibit A, paid retroactive to September 1, 2017. For the 2018-2019 school year wages will increase across the board by 3.1%.
- c. Standby Wage Increase: The standby wage for bus drivers will be increased to \$14.00 per hour, paid retroactively to September 1, 2017.
- d. Wage Adjustments: For the 2017 - 2018 school year the following wage adjustments will be made:
  - o Lead Pre-School Paraeducator - Paid \$1.00 above paraeducator wage, retroactive to September 1, 2017.
  - o Clerical Duty Aide position - Paid \$.50 above paraeducator wage, retroactive to September 1, 2017.
  - o Winolequa Learning Academy Lead Paraeducator - Paid \$.50 above paraeducator wage, retroactive to September 1, 2017.

These positions have been identified for a wage study (comparables and duties, with updated job descriptions) to determine appropriate classification/wage for 2018 - 2019.

**SECTION 2. EXPERIENCE CREDITS**: Any new hire previously employed to perform similar work may be given experience credit(s) for placement on the salary schedule (Exhibit A). Current employees may also be given experience credit(s) for change of placement on the salary schedule. Education Credit (previous verifiable, comparable experience) for current employees will be paid retroactive to September 1, 2017.

- o Employees are responsible for providing documentation to the district upon request.
- o Any questions regarding previous experience and appropriate placement on the salary schedule may be addressed in Labor Management.
- o Experience from Washington State School Districts: Any new hire previously employed by any Washington State school district and hired to perform similar work shall be given experience credit(s) on the basis of one (1) year placement for each one (1) year of relevant experience. A full year of experience shall be credited when at least half a school year was worked.
- o When notified by the district of a new placement on the salary schedule, the employee, if unsatisfied with the placement, will have thirty (30) calendar days to request a review of the placement.

**SECTION 3. TEMPORARY TRANSFER**:

- a. An employee performing a position of a higher classification shall receive the higher rate of pay as a replacement in the higher classification.
- b. If an employee is temporarily transferred to a lower paid classification, the employee shall continue to receive his regular rate of pay.

**SECTION 4. MEETINGS**: All required meetings, examinations, and class attendance will be paid at the regular rate of pay.

**SECTION 5. MILEAGE:** The mileage rate shall be based on the IRS reimbursement rate per mile and shall be paid to an employee who is required to use his/her personal vehicle while on the job.

**SECTION 6. DRIVERS IN TRAINING:** Drivers in training (new to the District) will receive state minimum wage rate for time spent riding with a regular bus driver to learn bus routes. Regular district full-time drivers who are being trained in learning new routes shall receive their regular driving rate. Training trips of this nature shall be scheduled and approved in advance by the Transportation Supervisor. A driver in training may elect to ride routes for training purposes and not receive compensation.

**SECTION 7. PARAEDUCATOR/FEDERAL STANDARDS:**

- a. Any paraeducator that meets the Federal mandates of "No Child Left Behind" by education level of an AA degree or two (2) years college equivalency shall be placed on the salary schedule as if they completed the apprenticeship certification.
- b. Completion of an apprenticeship certification that qualifies by OSPI meets the Federal mandates of 'No Child Left Behind'.
- c. The District shall pay for paraeducators when they take the NCLB equivalency test, if the test is scheduled through the District. When possible, the test will be scheduled during the Para's regular work schedule. Upon request by the Para, the District shall make materials for review available prior to testing.

**SECTION 8. CDL LICENSING:** After completing one (1) year of satisfactory work for the District the CDL Licensing fees will be reimbursed to the employee.

**ARTICLE XII: BENEFITS**

**SECTION 1. VACATIONS**

- a. A full-time employee is one who works twelve (12) months per year (2080 hours). Full time employees shall be afforded vacation with pay computed at their current rates in effect at the time vacation is taken on the following schedule:
  - 1) Less than five (5) years of service: Two (2) weeks of vacation time (Pro-rated for employees hired after school begins),
  - 2) Five (5) through twelve (12) years of service: Three (3) weeks of vacation time,
  - 3) Thirteen (13) years of service or more: Four (4) weeks of vacation (with Superintendent's concurrence).
- b. In most cases, full vacations will not be taken during the school year. Exceptions must be arranged with the Superintendent.
- c. All twelve (12) month employees shall make a written request for vacation time to the Superintendent by May 1. The Superintendent shall establish a vacation schedule by the last day of school. Vacations for twelve month employees will be taken during winter break; in-service days; spring break; the third and fourth weeks of June; all of the month of July and the first and second weeks of August. June, July and August vacations will be taken in workweek blocks of time only. Employees having more than two weeks of vacation will not take more than two weeks at a time. Exceptions to this will be at the discretion of the Superintendent.



- d. Unused vacation time may not be carried beyond two (2) years.
- e. Any person leaving employment in a timely manner (at least two weeks' notice) is entitled to vacation time to be paid at the regular rate for the balance of accumulated vacation.
- f. If a paid holiday occurs while an employee is on vacation such employee shall receive an additional day of vacation with pay.
- g. If an employee is called back from vacation, he shall receive the overtime rate of pay for all hours worked and shall be given the remainder of his vacation with pay at a later date.

**SECTION 2. HOLIDAYS:** All regular employees shall receive pay for holidays not worked by them, based upon the hours of work usually performed by them and upon their classification rate. If a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday shall be observed as the holiday except when school is held on Friday or Monday. All employees shall receive pay for holidays which fall within the school year when school is in session. The following shall be observed as legal holidays:

New Year's Day	July 4 <sup>th</sup> (12-month employees)	Day after Thanksgiving
Martin Luther King Jr. Day	Labor Day	Christmas Eve Day
President's Day	Veteran's Day	Christmas Day
Memorial Day	Thanksgiving Day	New Year's Eve Day
Any newly declared state or federal holiday that is a non-student day.		

Holidays worked shall be paid at the overtime rate for all hours worked in addition to holiday pay.

**SECTION 3. SICK LEAVE:** All regular employees shall be entitled to sick leave pay based upon the hours of work usually performed by them at their classification rate upon completion of their probationary period.

Sick leave shall accrue at the rate of ten (10) days per year with maximum accrual of one hundred eighty (180) days.

A statement from a physician may be requested after the third day of leave.

All regular employees shall be allowed to use the employee's accrued sick leave to care for family members with a health condition that requires treatment or supervision. A statement from a physician attending the family member may be requested after the third day of leave.

Two (2) additional paid sick leave days for twelve (12) month employees to be accrued at one day per month of employment or twelve (12) days per year. Nine (9) month employees will continue to accrue ten (10) sick leave days per year. Ten (10) month employees shall accrue eleven (11) sick leave days per year.

If a holiday falls while an employee is on sick leave he shall not be charged with sick leave but shall receive holiday pay.

Doctor and/or dental appointment time will be subtracted from an employee's accrued sick leave. Actual time in nearest whole hours will be subtracted with a minimum of one (1) hour. Employee appointments are to be made outside of the regular workday whenever possible.

Nine (9) and ten (10) month employees contemplating long hospitalization or recuperation because of elective operations (twenty (20) days or more continuous use of sick leave) shall schedule such occurrences during vacation time or summer time.

**SECTION 4. INDUSTRIAL ACCIDENT:** In the case of any on-the-job disability which is covered by State Industrial Insurance under the Workman's Compensation Act of the State of Washington, the employer will pay such disabled employee, out of his accumulated sick leave, an allowance equal to the difference between the state Workman's Compensation Benefits and the employee's straight-time gross pay, less statutory deductions, beginning at the time of disability and continuing until the accumulated sick leave entitlement is completely expended. If the employee is still disabled after his sick leave allowance is expended, the employee will revert to only the pay coverage afforded by the State Workman's Compensation Insurance.

In order to receive benefits under this section, employees may be required, at the discretion of the employer, to submit evidence in writing from a duly licensed medical examiner that, in the opinion of the examiner, the employee was physically unable to return to work on the day for which the benefits are claimed.

**SECTION 5. BEREAVEMENT LEAVE:** The employer may authorize a leave without loss of pay up to a total of five (5) days for each occasion for personal bereavement occasioned by the actual or imminent death of an immediate family member. Immediate family members are spouse, children, step-children, mother, step-mother, father, step-father, legal guardian, sister, step-sister, brother, step-brother, grandmother, step-grandmother, grandfather, step-grandfather, father-in-law, mother-in-law, grandchild, or step-grandchildren. An employee may request the use of other paid or unpaid leave for bereavement for the loss of a colleague or acquaintance that is not an immediate family member. The granting of such leave shall be at the discretion of the Superintendent.

**SECTION 6. LEAVE OF ABSENCE:** Upon approval of the employer, any employee elected or appointed to office in the Union, may be granted leave to devote to the discharge of his duties with the Union. This person will serve this time without pay and without loss of seniority. Requests for leave should be transmitted through the Superintendent.

Employees who have completed two (2) years of service may be granted a leave of absence for a specified period of illness, education, Service in the Armed Forces or for special family needs. Normally a leave of absence will not exceed a period of nine (9) months except in the case of extended military leave of absence.

Benefits accrued prior to the time the leave of absence begins shall be retained by the employee but will not further accrue during the leave of absence.

After two (2) years of service to the district, a male or female employee shall be allowed up to nine months of unpaid leave for the purpose of child rearing for a natural or adopted child. An employee returning from such leave shall be placed in his/her position last held or in a similar position in the district.

All requests for leave of absence shall be in writing and presented to the Superintendent at least one month in advance of the leave date. Extensions may be granted at the discretion of the employer. In very unusual circumstances or for an extreme emergency, a leave of absence may be granted for a limited period of time for other reasons in addition to illness, education or service in the Armed Forces. In every case for a leave of absence the request must be made in writing and submitted to the Superintendent as far in advance of the leave date as is practical. However, the decision to approve or disapprove a leave of absence will be at the sole discretion of the employer, who will look at the staffing needs of the district at the requested time of the leave of absence. The Union and the Employer recognize that the

staffing needs of the district necessarily come first and that the employer may not be able to grant a leave of absence if it would result in the district being inadequately staffed.

**SECTION 7. UNPAID/UNAPPROVED ABSENCES:** Employees are not allowed to take unpaid absences without prior approval. Such unapproved absences may subject the employee to discipline. Any unauthorized absence from work for more than five (5) consecutive work days without prior approval may be considered abandonment of employment and could subject the employee to termination.

**SECTION 8. MATERNITY DISABILITY LEAVE:** Maternity Disability Leave with pay is available for natural birth of a child and shall be for the period of the actual disability related to pregnancy or childbirth.

An employee requesting maternity leave should give written notice to the district at least thirty (30) days prior to the commencement of such leave. The written request for maternity leave should include a statement as to the expected date of return to employment, and within thirty (30) days after childbirth, shall inform the employer of the specific day of return to work. The employee and her doctor will determine when the beginning and end of the leave will occur and shall be for the period of the actual disability attributable to pregnancy or childbirth.

In the event sick leave has been exhausted, the employee shall be granted a leave of absence without pay under the Leave of Absence provision and the Family Medical Leave Act.

An employee returning from maternity leave shall be assigned to her previous position.

**SECTION 9. PERSONAL LEAVE:** All employees shall have up to two (2) Personal Leave days with pay per year. Employees may rollover to the following year three (3) accumulated personal leave days, not to exceed a total of five (5) accumulated personal leave days. Unused personal leave days may be applied to a VEBA account. Personal Leave days are to be used for personal business, subject to the following restrictions:

- a. A three (3) day notice will be given if possible. A Classified Staff Personal Leave request form must be filed with the immediate supervisor prior to leaves being taken.
- b. No personal leave will be granted on the day preceding or following a holiday or vacation period unless for extenuating circumstances with approval by the Superintendent.
- c. Personal Leave requests that have been granted cannot be revoked.

**SECTION 10. JURY DUTY:** All classified employees shall be paid for jury duty at the rate of their regular pay minus jury duty payment not including travel allowance.

**SECTION 11. MEDICAL-DENTAL-VISION INSURANCE PREMIUMS:** The district shall contribute towards the payment of insurance premiums for district approved insurance programs at the state-funded rate per FTE employee. All district contributions shall be placed in a premium payment pool that shall cover all SEIU members.

Dental and vision insurance premiums will be deducted first. The District agrees to fund \$23.00 per FTE per month for the 2017-2018 school year. The District agrees to fund full carve out beginning the 2018-2019 school year. The balance of the money in the pool will be divided on an FTE basis. The pool will be calculated once annually, on or about October 10 of each year. Any employee starting employment or enrolling in an approved insurance program after September 30<sup>th</sup> of each year shall not be considered members of the insurance pool and will only be allowed the district contribution equal to the amount

generated by the employee. Any changes in status of an employee after September 30<sup>th</sup> shall be handled outside of the pool. For insurance purposes only, 1440 hours will be considered a full-time equivalent employee. Employees working less than 1440 hours per year will be pro-rated. No employees will be considered more than one (1) FTE. The district approved insurance plans are Premera, Willamette Dental and Washington Dental Service, and WEA – VSP (vision).

**SECTION 12. LEAVE SHARING:** Consistent with RCW 28A.400.380 and WAC 396126, a leave-sharing program is established as follows:

A district employee is eligible to receive donated leave if:

- a. The staff member suffers from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused, or is likely to cause, the staff member to:
  - 1) Go on leave without pay status; or
  - 2) Terminate his/her employment
- b. The staff member's absence and use of shared leave are justified;
- c. The staff member has depleted, or will shortly deplete, his/her annual leave and sick leave reserve;
- d. The staff member has diligently pursued and found to be ineligible to receive industrial insurance benefits.

Any employee who wishes to receive leave under this provision shall submit a request in writing to the personnel office. The employee shall submit, prior to leave sharing approval, documentation from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

Employees meeting the criteria indicated above shall be eligible for leave sharing. A staff member shall not receive more leave than the number of normal workdays remaining in the current school year.

**SECTION 13. CONVERSION OF SICK LEAVE:** Annual conversion of sick leave and conversion of sick leave upon retirement or death shall be in accordance with the laws and regulations of the State of Washington. Said conversion is based on one day of compensation for each four days of accumulated leave.

**SECTION 14. EQUIPMENT - TOOLS:** The cost of any safety equipment or specific tools required to perform a task shall be paid by the employer.

**SECTION 15. SCHOOL YEAR CALENDAR:** The District shall adopt a perpetual calendar that projects out holidays, breaks and other District days. See Exhibit F. If the District finds a need to amend the perpetual calendar, other than for emergency purposes such as snow days, the Union will be consulted before any changes are made in the calendar.

**ARTICLE XIII: NO REDUCTION IN BENEFITS, SUBCONTRACTING, ACCRETION**

Nothing shall be construed to lower any present working conditions, wages, or privileges now enjoyed by any employee; except those that have been directly modified in this agreement by deleting a position, adding a position or changing the wages, benefits or working conditions.

**WORK PRESERVATION:** The employer agrees to notify the Union thirty (30) days prior to subcontracting any work under the classifications covered by this agreement. It is agreed that whenever any employees not mentioned in the classifications herein, but coming under the jurisdiction of the Service Employees International Union, Local #925, elect that the Union represent them, that within five (5) working days' notice being given, hours, wages and working conditions will be negotiated for such classifications for such employees. The wages, hours and working conditions agreed to shall become a part of the agreement by attaching such wages, hours and working conditions as a supplement to this agreement.

#### **ARTICLE XIV: STATE WAGE CLAUSE**

The Winlock School District will claim and make available to each classified employee such funds as may be allocated by the State Superintendent of Public Instruction that may result in a wage increase or benefit during the life of this agreement.

#### **ARTICLE XV: DISCIPLINE AND DISCHARGE**

**SECTION 1.** A new employee shall be classified probationary for ninety (90) days worked and during that period may be terminated for any reason. During the probationary period, upon request of a probationary employee, the District will provide at least one informal opportunity for feedback on the employee's performance.

**SECTION 2.** The employer may discharge or suspend any employee for just cause. The employer will follow a policy of progressive discipline. In cases where the severity of the employee's actions or the gravity of the problem warrants a different mode of discipline, the employer, at its discretion, may waive the progressive discipline procedure. (see Exhibit #D and E, Just Cause)

**SECTION 3.** At any time the employer issues a written warning notice, the report will be discussed personally with the employee prior to its being filed in his personnel record, and a copy sent to the Union.

**SECTION 4.** In all cases where the employer considers the employee's conduct to warrant a disciplinary action (dismissal, suspension, reprimand), the employee will be afforded the opportunity to have the Shop Steward, Union Representative, or another employee in attendance. Reprimand, for the purposes of the provision, means to reprove severely, to reprehend or to chide for a fault.

**SECTION 5.** An employee may submit a written request to the Superintendent at any time to ask for the removal of written discipline or unfavorable/disputed reports from his/her personnel file. Such removal shall be at the discretion of the Superintendent and will not include evaluation documents.

#### **ARTICLE XVI: GRIEVANCE PROCEDURE**

**SECTION 1.** The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of alleged violations of the terms of this agreement. Only matters involving the interpretation, application, or enforcement of the terms of this agreement, excluding management rights, shall constitute a grievance under the provisions of this grievance procedure.

**SECTION 2.** A grievance may be brought under this procedure by one or more aggrieved employees, with or without a Union representative, or by the Union as a class grievance, or by the District. Union class grievances shall be initially submitted at Step 3 herein below.

**SECTION 3.** The aggrieved employee shall bring his grievance to his immediate supervisor at Step 1 below, within ten (10) working days of its occurrence; or if at the time of the occurrence the employee is unaware of the basis for the grievance, within fifteen (15) days of the date he/she knew or should have

known of its occurrence. A grievance not brought within the time limits prescribed for each step thereafter, shall not be considered timely and shall be null and void.

A grievance not responded to within the time limits prescribed by the appropriate district representative at each step shall entitle the aggrieved employee's grievance to proceed to the next step. Time limits prescribed herein may be waived by mutual agreement in writing, by the aggrieved employee, or the Union in a class grievance, and the appropriate representative at each step.

#### **SECTION 4. STEPS**

**STEP 1:** The aggrieved employee shall meet with his immediate supervisor within the prescribed time limits, and orally discuss the grievance. The immediate supervisor shall make a decision and orally communicate this decision to the aggrieved employee within five (5) working days from the initial presentation of the grievance. Every effort shall be made by the employee and the immediate supervisor to resolve the grievance at this level.

**STEP 2:** If the grievance is not resolved at Step 1, the aggrieved employee shall submit a written grievance to his immediate supervisor within five (5) working days following the supervisor's oral response. (see Grievance Form Exhibit D) This written grievance at this step and at all steps thereafter shall contain the following information:

- a. A statement of the grievance and facts upon which it is based;
- b. The article(s) and section(s) of the agreement alleged to have been violated;
- c. The manner in which the provision is purported to have been violated, misapplied or misinterpreted;
- d. The date or dates on which the alleged violation, misinterpretation or misapplication occurred;
- e. The specific remedy or adjustment sought;
- f. The signature of the aggrieved employee.

The immediate supervisor shall respond in writing to this grievance within five (5) working days of its receipt. The written response at this step and the district's responses at all steps thereafter shall contain the following information:

- a. An affirmation or denial of the facts upon which the grievance is based;
- b. An analysis of the alleged violation of the grievance;
- c. The remedy or adjustment, if any, to be made; and
- d. The signature of the appropriate district representative.

**STEP 3:** If the grievance is not resolved at Step 2, the aggrieved employee shall submit a written grievance to the Superintendent within five (5) working days following the receipt of the immediate Supervisor's response. The Superintendent shall respond in writing to this grievance within ten (10) working days of its receipt.

**STEP 4:** If the grievance is not resolved at Step 3, the aggrieved employee shall submit a written grievance to the Winlock School Board of Directors within five (5) working days following the

Superintendent's written response. The Board shall respond to the grievance within fifteen (15) days of its receipt. The requirements of Steps 2 and 3 of the written grievances and responses shall not preclude the aggrieved employee and the appropriate district representative from orally discussing and resolving the grievance.

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

Within five (5) working days the aggrieved employee and the district shall mutually agree upon an arbitrator. If the parties fail to agree, a list of seven (7) qualified neutrals shall be requested from the American Arbitration Association (AAA). Within five (5) working days after receipt of the list, the aggrieved employee and the District shall alternately strike the names on the list, and the remaining name shall be the arbitrator. In the hearing on the grievance, normal standards for the admission of evidence in administrative hearings shall apply.

The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this agreement in arriving at a decision on the issue or issues presented, and shall confine his decision solely to the matters specified on the grievance form. The arbitrator shall confine himself to the precise issues submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him. The decision of the arbitrator shall be final and binding upon the aggrieved employee and the district subject to judicial review.

The district and the Union shall share equally the arbitration fees and expenses and shall each be responsible for their own costs related to the arbitration.

**SECTION 5:** The District and the Union agree that every effort shall be made to settle grievances at the lowest level possible.

## **ARTICLE XVII: MASCULINE INCLUDES FEMININE**

Whenever in this agreement, the masculine gender is used, it shall be deemed to include the feminine gender.

## **ARTICLE XVIII: DRESS CODE**

All employees shall dress appropriately for their position.

## **ARTICLE XIX: JOB DESCRIPTIONS**

**SECTION 1.** Job descriptions will be furnished as part of the contract for all classifications in the bargaining unit.

**SECTION 2.** The District and the Union will work together to update job descriptions as needed. The process will include input from individuals within positions as well as the Union officers and/or Union staff.

**SECTION 3.** If the employer intends to substantially alter the job description of an existing job within the bargaining unit, or the duties of an existing job substantially change, either party shall notify the other and the parties shall negotiate all issues consistent with this Agreement.

**ARTICLE XX: STAFF DEVELOPMENT**

The District and the Union, recognize apprentice certifications per the state Labor and Industries voluntary classified school apprenticeship program.

**ARTICLE XXI - SAFETY COMMITTEE**

The District's Safety Committee shall include at least one (1) classified employee from each building or department. Safety Committee minutes shall be copied and provided for posting on each building's bulletin board.

**ARTICLE XXII: SAVINGS, MODIFICATION CLAUSES**

Should any part hereof, or any provisions herein contained, be rendered or declared invalid by reason of any existing 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.

No provision or term of this agreement may be amended, modified, changed, altered, or waived except by written document executed by the parties hereto.

**ARTICLE XXIII: APPRENTICESHIP**

The District and the Union recognize apprentices per the State L &I Voluntary Classified School Apprenticeship Program.



**ARTICLE XXIV: DURATION OF THE AGREEMENT**

This agreement shall remain in full force and effect from September 1, 2016 through August 31, 2019. The Union and/or District may request, in writing, this agreement to be opened for negotiations on or before April 15.

**DISTRICT:**

Richard Serns  
Superintendent Richard Serns

6-4-18  
Date

Saleh Osman

Myna Calkins

Andy Calkins

Sami York

**UNION:**

Shawn Nyman  
Union Representative Shawn Nyman

6-4-18  
Date

Damian Kent  
Union Representative Damian Kent

06/04/18  
Marlene Fowler

Ruth Willis  
Ruth Willis

Marlene Fowler  
Lori Faris Lori Faris

Marcia M. Bretz  
Marcia Bretz

Brian Ziese  
Brian Ziese

**Winlock School District #232  
Classified Salary Exhibit A 2017-18**

Increases by steps	Years of Experience										
	0	1	2	3	4-7	8-11	12-15	16-19	20-23	24+	
Position		2%	2%	2%	3%	3%	3%	3%	3%	3%	
** HS Secretary	\$15.50	\$15.81	\$16.13	\$16.45	\$16.94	\$17.45	\$17.97	\$18.51	\$19.07	\$19.64	
** Elem. Secretary	\$15.50	\$15.81	\$16.13	\$16.45	\$16.94	\$17.45	\$17.97	\$18.51	\$19.07	\$19.64	
MS Secretary	\$15.50	\$15.81	\$16.13	\$16.45	\$16.94	\$17.45	\$17.97	\$18.51	\$19.07	\$19.64	
Special Serv. Secretary	\$15.50	\$15.81	\$16.13	\$16.45	\$16.94	\$17.45	\$17.97	\$18.51	\$19.07	\$19.64	
Bookkeeper	\$17.27	\$17.62	\$17.97	\$18.33	\$18.88	\$19.44	\$20.03	\$20.63	\$21.25	\$21.88	
Paraeducator	\$13.75	\$14.03	\$14.31	\$14.59	\$15.03	\$15.48	\$15.94	\$16.42	\$16.92	\$17.42	
*Clerical/Duty	\$14.25	\$14.53	\$14.81	\$15.09	\$15.53	\$15.98	\$16.44	\$16.92	\$17.42	\$17.92	
*WLA Lead Paraeducator	\$14.25	\$14.53	\$14.81	\$15.09	\$15.53	\$15.98	\$16.44	\$16.92	\$17.42	\$17.92	
*Preschool Lead Paraeducator	\$14.75	\$15.03	\$15.31	\$15.59	\$16.03	\$16.48	\$16.94	\$17.42	\$17.92	\$18.42	
Elem. Head Custodian	\$18.25	\$18.62	\$18.99	\$19.37	\$19.95	\$20.55	\$21.16	\$21.80	\$22.45	\$23.13	
HS Head/Custodian	\$18.25	\$18.62	\$18.99	\$19.37	\$19.95	\$20.55	\$21.16	\$21.80	\$22.45	\$23.13	
*** Custodian/Maint.	\$17.75	\$18.12	\$18.49	\$18.87	\$19.45	\$20.05	\$20.66	\$21.30	\$21.95	\$22.63	
Grounds/Maint.	\$18.25	\$18.62	\$18.99	\$19.37	\$19.95	\$20.55	\$21.16	\$21.80	\$22.45	\$23.13	
Bus Driver	\$18.00	\$18.36	\$18.73	\$19.10	\$19.67	\$20.27	\$20.87	\$21.50	\$22.14	\$22.81	
Standby Time		\$14.00									
Specialized Bus Asst.	\$11.90	\$12.14	\$12.38	\$12.63	\$13.01	\$13.40	\$13.80	\$14.21	\$14.64	\$15.08	
Driver Trainer		\$2.00 per hour additional when training									

\* These wages subject to change 2018-19 based on wage study. Currently WLA Lead paraeducator and Clerical/Duty .50 above paraeducator wage and Preschool Lead Paraeducator 1.00 above paraeducator wage.

\*\* ASB Responsibility - \$.50 per hour for elementary and \$1.50 per hour for high school.

\*\*\* The Custodian/Maintenance position is paid at \$.50 below the head custodian rate.

Stipends: Parent/School Liason Spanish Speaking - \$750 & Chemical Hygiene Officer - \$1,000

Apprentice Certification/AA Degree - \$1.00 per hour additional upon completion of certification.

Substitutes: All substitutes, with the exception of bus drivers, will be paid at Step -0-. A person hired to replace a regular employee on leave of absence for more than 20 consecutive days in one job classification will be paid a wage rate based on the substitute employee's experience as determined by the superintendent. The salary schedule does not apply to CETA or other state or federally funded positions.

**COMPLIANCE:** If the above salary settlement causes the district to exceed the amount and/or percentage of funds authorized by law for employees' salaries and compensation proportionally between the employees under this agreement, and classified employees under other contractual agreements with the district to provide full compliance with the state operating appropriations act; provided, however, the union is notified and the parties will meet and the district will explain the reasons for noncompliance within ten (10) school days following notification to the district.

**Winlock School District #232  
Classified Salary Exhibit A 2018-19**

	Years of Experience										
	0	1	2	3	4-7	8-11	12-15	16-19	20-23	24+	
Increases by steps		2%	2%	2%	3%	3%	3%	3%	3%	3%	
Position											
HS Secretary	\$15.98	\$16.30	\$16.63	\$16.96	\$17.47	\$17.99	\$18.53	\$19.09	\$19.66	\$20.25	
Elem. Secretary	\$15.98	\$16.30	\$16.63	\$16.96	\$17.47	\$17.99	\$18.53	\$19.09	\$19.66	\$20.25	
S Secretary	\$15.98	\$16.30	\$16.63	\$16.96	\$17.47	\$17.99	\$18.53	\$19.09	\$19.66	\$20.25	
Special Serv. Secretary	\$15.98	\$16.30	\$16.63	\$16.96	\$17.47	\$17.99	\$18.53	\$19.09	\$19.66	\$20.25	
Cook/keeper	\$17.81	\$18.16	\$18.52	\$18.90	\$19.46	\$20.05	\$20.65	\$21.27	\$21.90	\$22.56	
Paraeducator	\$14.18	\$14.46	\$14.75	\$15.04	\$15.50	\$15.96	\$16.44	\$16.93	\$17.44	\$17.96	
Clerical/Duty	\$14.68	\$14.96	\$15.25	\$15.54	\$16.00	\$16.46	\$16.94	\$17.43	\$17.94	\$18.46	
MLA Lead Paraeducator	\$14.68	\$14.96	\$15.25	\$15.54	\$16.00	\$16.46	\$16.94	\$17.43	\$17.94	\$18.46	
Preschool Lead Paraeducator	\$15.18	\$15.46	\$15.75	\$16.04	\$16.50	\$16.96	\$17.44	\$17.93	\$18.44	\$18.96	
Em. Head Custodian	\$18.82	\$19.19	\$19.58	\$19.97	\$20.57	\$21.18	\$21.82	\$22.47	\$23.15	\$23.84	
S Head/Custodian	\$18.82	\$19.19	\$19.58	\$19.97	\$20.57	\$21.18	\$21.82	\$22.47	\$23.15	\$23.84	
** Custodian/Maint.	\$18.32	\$18.69	\$19.08	\$19.47	\$20.07	\$20.68	\$21.32	\$21.97	\$22.65	\$23.34	
grounds/Maint.	\$18.82	\$19.19	\$19.58	\$19.97	\$20.57	\$21.18	\$21.82	\$22.47	\$23.15	\$23.84	
Bus Driver	\$18.56	\$18.93	\$19.31	\$19.69	\$20.28	\$20.89	\$21.52	\$22.17	\$22.83	\$23.52	
Standby Time	\$14.00										
Specialized Bus Asst.	\$12.27	\$12.51	\$12.76	\$13.02	\$13.41	\$13.81	\$14.23	\$14.65	\$15.09	\$15.55	
Driver Trainer		\$2.00 per hour additional when training									

These wages subject to change 2018-19 based on wage study. Currently WLA Lead paraeducator and Clerical/Duty .50 and Preschool Lead Paraeducator 1.00 above paraeducator wage.

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## EXHIBIT B

### NEW MEMBER FORM

The "new member" form can be obtained from the District Office at the time of completing paperwork.

**Yes!** I recognize the need for a strong Union in my workplace and believe every worker should have the right to belong to a Union. I want to join with my co-workers and become a member of SEIU Local 925. I hereby request and accept membership in SEIU Local 925 and authorize my employer, and any subsequent employer who has entered into a Collective Bargaining Agreement with SEIU Local 925, to deduct the correct amount of dues and fees and remit such dues and fees to the Secretary Treasurer of SEIU Local 925. I authorize SEIU Local 925 to act as my exclusive representative in collective bargaining over wages, benefits, and working conditions. I accept the rights and responsibilities and benefits of Union Membership, and I agree to abide by 925's Constitution and Bylaws and by the Service Employees International Union Constitution and Bylaws (a copy of which may not have been provided at the time of my signature but is available to me online or from my Union office upon request).

Print Name: \_\_\_\_\_

I am signing to join with my co-workers so we can win for our families, in our workplace and communities.

Signature: \_\_\_\_\_

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

I hereby request and authorize my employer to deduct from my wages all Union dues or fees as shall be certified by SEIU Local 925 in an amount equal to the regular monthly dues or fees uniformly applicable to members of SEIU Local 925. This authorization is made in consideration for the cost of representation and other actions on my behalf by my Union. If this option is no longer available, I authorize the Union to contact me for an alternative payment method.

This authorization of payroll deduction of dues and fees is made in consideration for the cost of representation and other actions taken on my behalf by my Union. This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice via US Mail to both the employer and SEIU Local 925 during the period not less than thirty (30) days and not more than forty-five (45) days before the annual anniversary date of this agreement or the date of termination of the applicable contract between the employer and SEIU Local 925, whichever occurs sooner. This authorization shall be automatically renewed from year-to-year unless I revoke it in writing during the window period as stated above.

Signature: \_\_\_\_\_

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

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone\*: \_\_\_\_\_

Cell Phone\*: \_\_\_\_\_

\*By providing my phone number, I understand SEIU 925 and SEIU may use automated calling technologies and/ or text message me on my cell phone on a periodic basis. SEIU will never charge for text message alerts. Carrier message and data rates may apply to such alerts. Text STOP to 787753 to stop receiving messages or HELP to 787753 for more information.

Home Email: \_\_\_\_\_

Work Email: \_\_\_\_\_

Employer: \_\_\_\_\_

Employer ID#: \_\_\_\_\_

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

Job Title: \_\_\_\_\_

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

Dept: \_\_\_\_\_

Work Street Address: \_\_\_\_\_

City: \_\_\_\_\_

Hours Per Week: \_\_\_\_\_

Hourly Wage or Monthly Salary: \_\_\_\_\_

Ethnicity (optional): \_\_\_\_\_

Work Phone: \_\_\_\_\_

Gender (optional): \_\_\_\_\_

I want to learn more about my union rights!

Languages (optional): \_\_\_\_\_

The SEIU Committee on Political Education (COPE) is the vehicle within our parent union, Service Employees International Union (SEIU), by which union members affect laws that impact our lives. The focus of COPE and our local political action work is electing reasonable people to executive and legislative offices who will stand up for working people. Your involvement and contribution are essential in making this an effective program. My contribution will be used to support member-endorsed candidates and for expenditures in connection with elections for Local, Legislative, Statewide and Federal offices. I hereby authorize SEIU Local 925 to file this payroll deduction with my Employer and for my Employer to forward the amount specified below to SEIU COPE. This authorization is made voluntarily, based on my specific understanding that: 1) The signing of this form and the making of voluntary contributions are not conditions of my employment by my Employer or membership in the Union; 2) I may refuse to contribute without any reprisal at any time; 3) Only union members and executive/administrative union staff who are U.S. citizens or lawful permanent residents are eligible to contribute to SEIU COPE; 4) The amounts below are merely a suggestion, and that I may contribute more or less by some other means without fear of favor or disadvantage from the Union or my Employer; 5) SEIU COPE uses the money it receives for political purposes, including but not limited to making contributions and expenditures in connection with federal, state and local elections and addressing political issues of public importance. This authorization shall remain in full force and effect until revoked in writing by me.

Contributions to SEIU COPE are not deductible for federal income tax purposes.

I hereby authorize my employer to deduct (circle one) \$15 \$10 \$9.25 \$7 \$5 every paycheck, subject to the terms set forth on this authorization card. By my signature I state that I have reviewed and agree with the terms set forth above.

Signature: \_\_\_\_\_

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

Membership Authorization & Authorization for Dues Deduction

Voluntary Contribution to SEIU COPE

**EXHIBIT C**

**NOTIFICATION OF CHANGES IN EMPLOYMENT STATUS/CLASSIFIED**

New Hires, Terminations, Layoffs, Promotions, Transfer, Resignations, Change of Hours, etc.

TO: SEIU Local 925

FROM: Winlock School District

RE: **Changes in Employee/Employment Status**

Employee: \_\_\_\_\_

HIRED \*Seniority Date: \_\_\_\_\_

TIE BREAKER \*\*Application Date/Time: \_\_\_\_\_

Position: \_\_\_\_\_

Number of hours per day/per week: \_\_\_\_\_

Placement on wage scale/experience: \_\_\_\_\_ Hourly Wage: \_\_\_\_\_

+ \$1.00/hr. – Education

**STATUS/CHANGE:**

**EFFECTIVE DATE:**

TERMINATED \_\_\_\_\_

LAID OFF \_\_\_\_\_

PROMOTED \_\_\_\_\_

TO: \_\_\_\_\_

TRANSFERRED \_\_\_\_\_

TO: \_\_\_\_\_

RESIGNED \_\_\_\_\_

CHANGE OF HOURS \_\_\_\_\_

Describe change in hours: \_\_\_\_\_

\_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\*An employee's seniority date is their first compensated day of employment as a regular employee.

\*\*In cases where there is more than one individual with the same seniority date, the District shall use the application date as the "tie breaker" to determine District seniority. If there is still a tie then the time the application is submitted shall be the determining factor.

Membership card signed by employee

**EXHIBIT D**  
**Grievance Form**  
**SEIU Local 925**  
**Classified Employee Grievance**

**STEP** \_\_\_\_\_

**NAME** \_\_\_\_\_

**CLASSIFICATION** \_\_\_\_\_ **WORK LOCATION** \_\_\_\_\_

**SUPERVISOR** \_\_\_\_\_

**STATEMENT OF GRIEVANCE (Be specific and detailed):**

**CONTRACT SECTION VIOLATED:**  
**Including but not limited to:**

**REMEDY/ACTION REQUESTED:**

\_\_\_\_\_  
**Employee Signature/Printed Name**

\_\_\_\_\_  
**Date**

**EXHIBIT E**  
**Just Cause**  
What Does: "Just Cause" Mean?

The concept of "just cause" (mentioned in Article XV, Discipline) 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 of foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?
2. Was the employer's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?
3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the employer's investigation conducted fairly and objectively?
5. At the investigation, did the 'judge' obtain substantial evidence of 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 discharge of discipline administered by the employer in a particular case reasonable 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?

**EXHIBIT F**  
**PERPETUAL CALENDAR**

1. If Labor Day falls on the 1st through 3rd of September, the first student day will be the Tuesday following Labor Day.
2. If Labor Day falls on the 4th or later in September, the first student day will be the Tuesday before Labor Day.
3. State-wide Teacher In-Service days in both October and March will be non-student days.
4. Holidays observed as provided by law.
5. The day before Thanksgiving and the last day of school, students and staff will be released early.
6. Mid-Winter break (Snow Make-up day 1) is the Friday before Presidents' Day.
7. Learning Improvement Days (LID) are non-student days and will be the day before the first student day and the day following the end of first semester.
8. Winter break will occur as follows:
  - a. Christmas and New Year's Day fall on Thursday, winter break begins Monday, December 22, and ends Friday, January 2 (ten weekdays).
  - b. Christmas and New Year's Day fall on Wednesday, winter break begins Monday, December 23, and ends Friday, January 3 (ten weekdays).
  - c. Christmas and New Year's Day fall on Tuesday, winter break begins Monday, December 24, and ends Friday, January 4 (ten weekdays).
  - d. Christmas and New Year's Day fall on Sunday, winter break begins Wednesday, December 20, and ends Monday, January 1 (nine weekdays).
  - e. Christmas and New Year's Day fall on Monday, winter break begins Wednesday, December 21, and ends Monday, January 2 (nine weekdays).
  - f. Christmas and New Year's Day fall on Saturday, winter break begins Monday, December 20, and ends Friday, December 31 (ten weekdays).
  - g. Christmas and New Year's Day fall on Friday, winter break begins Monday, December 21, and ends Friday, January 1 (ten weekdays).
9. Spring Vacation will be the first full week in April.
10. The guidelines above cause the final instructional day of each year to occur as follows:
  - a. If Labor Day falls on September 1, the last day is Friday, June 12 (June 11 if leap year);
  - b. If Labor Day falls on September 2, the last day is Friday, June 13 (June 12 if leap year);
  - c. If Labor Day falls on September 3, the last day is Friday, June 14 (June 13 if leap year);
  - d. If Labor Day falls on September 4, the last day is Friday, June 8 (June 7 if leap year);
  - e. If Labor Day falls on September 5, the last day is Friday, June 9 (June 8 if leap year);
  - f. If Labor Day falls on September 6, the last day is Friday, June 11 (June 10 if leap year);
  - g. If Labor Day falls on September 7, the last day is Friday, June 10 (June 9 if leap year);
11. Lost school days will be made up at the end of the school year or at other times mutually agreed to by the District and the Association.



## EXHIBIT G

### Classified Staff Banked Time (previously known as comp time)

The idea of banked time is to benefit both the employee and district without costing either time or money.

**CBA Article X: Section 25** -Employees may earn and bank time by attending pre-approved activities beyond their regularly scheduled work day. Employees may use their banked time on an early release or late arrival day or other times when a substitute is not required. If there is a mandatory training on an early release or late arrival day, the employee will use their banked hours on another day.

#### Banked Time FAQ

What is banked time? Time worked for preapproved events/meeting. This time is put in the 'bank' to be used at a later approved time. Banked time will be documented on district generated banked time form to be initialed by principal.

Who gives approval for banked time? Banked time may ONLY be approved by the principal. Please turn in request on Banked Time Sheet for approval at least 3 days before event if possible. The principal will initial and return the sheet to you.

What events/meetings will/may be approved? Staff meetings are not mandatory but are considered preapproved banked time events. Be sure to sign in and out of meeting. Other events where staff works extra hours such as open house, math night, reading night, and the Christmas program etc. may be approved for banked time. Make sure to get preapproval from your principal for all banked time other than staff meetings.

Do I have to work the approved events? No. Working these events is optional. There is no pressure or obligation to work them.

How is banked time used? Banked time may be used when it is NOT necessary to hire a substitute. Early release days/conference days are usually a perfect time to use banked time. Classified staff may leave early on those days, withdraw time from their banked time and put it on their time sheet so they will get full pay since they already worked/banked the time. On early release days when there is staff development scheduled classified staff may be directed to stay for the staff development. Note: time must be first worked and put into bank before it can be withdrawn.

Do I get time and a half for banked time over 8 hours in one day? No. You only get time and a half if your time goes over 40 hours in a week. If your banked time will cause you to work more than 40 hours in a week this will need to be discussed with your principal at the time the banked time is approved.

Should I plan ahead? Yes. Staff should plan ahead so banked time is used during half days or other time when a substitute is not needed. If you do not think you can use your banked time by the end of the school year, you should NOT work the events that allow you to accrue banked time.

Banked time should be a win/win situation. It should not take time away from an employee and it should not cost the district money.

Note: there may be times when the principal or superintendent may request classified staff to work, with pay, extra hours. We need to be clear if we are working for banked or paid time. Ie. staff development - there are times when there are grants that will pay for extra time worked for staff development, and other times when it would be offered with only banked time as an option.

**EXHIBIT H**

**Letter of Agreement Regarding Creation of Supervisory Position for  
Custodial/Maintenance/Grounds**

**Between the Winlock School District  
AND  
SEIU 925**

**To conclude Bargaining on the District's creation of a Supervisory Position for  
Custodial/Maintenance/Grounds the parties agree to the following:**

- 1. If the District fills the Supervisory position the hours of the Bargaining Unit custodial/maintenance positions remain at the current levels (8,8, and 3).**
- 2. The District water purveyor work formerly performed by the Bargaining Unit can be assigned to the Supervisory position.**
- 3. The custodial/maintenance job description continues to include maintenance work.**
- 4. The Supervisor may assist the custodial/maintenance employees.**
- 5. The pay for the High School Head custodian does not change.**

*Jan 15, 2013*

**Winlock School District**

*Shannon Criss*

*Celia Stinger*

**SEIU 925**

*Carol Ming*

*Sherry Schuler*

*Marlene G. Fowler*

*Asby Dickles*

*Trace L Barnes*

**WINLOCK SCHOOL DISTRICT #232  
CLASSIFIED SENIORITY LIST 2018-19**

1/15/2019

<b>Secretaries:</b>		<b>Para Educators:</b>		<b>Para Educators:</b>		<b>Bus Drivers:</b>		<b>Custodians &amp; Maint.:</b>	
Joan Nelson	12/15/97	Marlene Fowler	10/1/1993	Dawn Johnston	9/22/2016	Linda McKilly	9/1/1989	Oreste Garcia (1)	3/19/2008
Holly Orbino	8/20/2014	Nanette Sokol	9/2/1996	Dawn Eversole	8/28/2017	Heidi Parker(1)	9/17/2008	Cindy Steveson (2)	3/19/2008
Carrie Pennington	8/14/2017	Debra Ellegood	8/28/2002	Joenena Tilton	8/29/2017	Susan Walker(2)	9/17/2008	Jim Bolden	9/15/2010
<b>Registrar</b>		Paulino Regino	9/25/2002	Tami Zwiefelhofer	8/29/2017	Ruth Willis(1)	2/19/2012	Dawn Johnston	10/1/2018
Amy Clark	8/30/2016	Marcia Bretz	8/15/2007	Lisa South	8/29/2017	Erin Ruben(2)	2/19/2012		
		Gwen McGearry	11/19/2008	Barbara Daniel	8/29/2017	Lindsey Alvord	9/18/2013	<b>Grounds:</b>	
		Sarah Day	11/18/2009	Annemarie Bender	9/18/2017	Lisa Smith	9/21/2016	Terry Gillihan	8/16/2017
		Lori Faris	1/19/2011	Rheanissa Roundtree	9/25/2017	Kylee Jacobo	8/29/2018		
		Rosicela Luna	8/29/2012	Wendi Maupin	9/25/2017	Molly Kanouse	8/30/2018		
		Angie Hylton	12/12/2012	Tonina Carlson	9/25/2017				
		Dee Clark	9/23/2013	Cassandra Gullard	10/16/17				
		Laurie Maddox	2/19/2014	Paul Ebalaroza-V	1/2/2018				
		Nanette Craft	8/20/2014	Brianna Lowery	1/2/2018				
		Kim Whitehead	10/15/2014	Kelly McCarson	1/8/2018				
		Brian Ziese	11/19/2014	Joleen Poirrier	3/8/2018				
		Tausha Lawrence	10/21/2015	Simone Kemp	8/30/2018				
		Mitzi Sanders	12/16/2015	Melissa Svenson	9/17/2018				
		Angie Tover	12/16/2015	Brittany Birtchet (1)	10/1/2018				
				Kortney Butterworth (2)	10/1/2018				
				Erin McCoy	10/23/2018				

Previous Para Educators Transportation  
 Carrie Pennington: 9/1/1990-8/11/2017  
 Joan Nelson: 2/2/1994-12/12/1997  
 Cassandra Gullard: 2/8/2017-6/11/2018 (Trans.)