

# **Collective Bargaining Agreement**

**Between**

**Lynden School District**



**And**

**Service Employees International Union, Local 925**



**September 1, 2025 – August 31, 2027**

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## PREAMBLE

This Agreement is made and entered into by and between the Lynden School District # 504 (hereinafter designated as the District), and the Service Employees International Union, Local 925 (hereinafter designated as the Union), in consideration of the mutual covenants contained herein.

## ARTICLE 1: RECOGNITION

**1.1 Recognition:** The Lynden School District recognizes the Service Employees International Union Local 925, AFL-CIO, as the exclusive bargaining representative of all employees in the bargaining unit described in 1.2, Definition.

**1.2 Definition:** The bargaining unit to which this Agreement is applicable is all personnel performing work in the categories of Custodial, Maintenance, Grounds, Food Service, Office Personnel and Library Technician.

**1.2.1 Substitute Representation and Pay:** Eligible substitutes (those working thirty (30) days or more in the present or immediately past work year) shall be represented by the union and paid at the designated substitute rate on Appendix A for the position they are working. Representation is limited to the grievance procedure with regard to the determination of the appropriate rate of pay.

**1.3 Union Access:** The Union representative shall be permitted to visit employees on the premises of the District to conduct business of the Union, providing he/she does not unduly interrupt the work of the employee visited. Upon entering the premises of the District, the Representative shall announce his/her presence at the school office when possible.

## ARTICLE 2: APPROPRIATE MATTERS FOR CONSULTATION and NEGOTIATION

**2.1 Consultation and Negotiation:** 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 and the bargaining unit subject to this Agreement.

### **2.2 New Classifications and Reclassifications:**

**New Classifications:** The District agrees to advise the Union in writing of the establishment of all new classifications that could be covered by this bargaining unit, not currently covered under this Agreement. The district further agrees to negotiate with the Union all wages and hours of the new classification prior to filling the position. The District agrees to fill the new classifications according to the job bid procedure contained in this Agreement.

**Reclassifications:** An employee or supervisor who believes a position's workload, duties or responsibilities have changed significantly may request review and evaluation of salary placement on Schedule A of this Agreement. Such requests should be submitted to the District Superintendent or designee. If the appropriate classification/pay level does not exist, the District and the Union shall bargain a new classification and wage rate. Any such change in salary placement shall be effective of the first date of request.

**2.3 Labor/Management Committee:** The Union and the Employer agree to meet as either party determines a meeting is needed. The Committee will deal with on-going concerns and issues that may lead to contractual considerations. The Committee may consist of the Superintendent or designee, at least one (1) but not

more than two (2) building principals, and four (4) bargaining unit representatives (not including the SEIU Organizer Representative).

**2.4 Public Disclosure:** In concert with RCW 42.56.250, the District will notify SEIU Local 925 and the affected employee(s) when it receives a request for records ~~or information~~ pertaining to employees. The District will provide such notice as soon as possible upon receiving the request, but in no event less than ten (10) work days before the intended release date. Notice will include:

- A copy of the request;
- Copies 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 3: MAINTENANCE OF MEMBERSHIP

**3.1 Notification:** The District will notify the Union office and chapter president of all new hires five (5) days prior to the new hire's first day of work, or as soon as practical, including name, home mailing address, job title, phone number, work email, work location, and hire date.

The District will provide a monthly list after monthly payroll is completed (between the 15<sup>th</sup> and last day of each month) with the most up to date information regarding the status of each bargaining unit employee with the following information:

1. Spreadsheet 1 Employee Data: First Name, Last Name, Date of Hire, Job Title, Work Location, Assigned Daily Hours and Number of Contract Days, Pay Rate, Home Address, Personal Phone, Work Email, Employment Status (Active, On Leave, Layoff/Furlough, Separated), Date of Status Change
2. 2 Dues Remittance: First Name, Last Name, Pay Period Hours Worked, Pay Period Gross Pay, Dues Deduction, COPE Deduction. The District will strive to provide this information on a spreadsheet, and report on its progress monthly.

**3.2 Board Minutes:** On a monthly basis, the District will provide to the Union office all Board of Director minutes, to contain information on all new hires and terminations.

**3.3 Union Membership:** All bargaining unit employees shall have the option of joining and maintaining membership in the SEIU925 upon employment with the District in a bargaining unit position.

**3.4 Union Membership Rescission:** Union members requesting to rescind membership and membership rights in their exclusive professional advocacy organization, shall make such request in writing to the Union, following the Union constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing such conditions have been met, the Union shall inform the District of such employee's rescission of their dues authorization status consistent with the notification section of this Agreement, specifically Dues and COPE Deduction below.

**3.5 Dues and COPE Deduction:** On September 1 of each contract year the Union shall provide a full and complete list of bargaining unit employees who have authorized dues deduction to the District, and shall provide updates, additions, and/or other changes in membership status to the District as soon as practical, but on at least monthly basis thereafter.

**3.5.1** Upon notification of an employee's dues authorization status in Union the District shall deduct union dues as identified by the Union.

**3.5.2** Upon written authorization of an employee's election to participate in the Union political program (COPE) and have contributions withheld from the employee's compensation, the District shall deduct COPE

contributions as identified by Union. Any deductions for political contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the employee on forms that comply with WAC 390-17-100, and be revocable by the employee at any time.

**3.5.3 COPE payroll deduction authorization cards** shall be submitted to the District from the Union showing the amounts to be deducted and the employee's signature.

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

**3.7 Non-Interference:** The District and the Union remain committed to their obligations under collective bargaining laws, including chapter 41.56 RCW. The District agrees to reinforce with its administrators and supervisors the importance of these obligations.

**3.8 Agency Fee Contingency:** Any change limiting or expanding District and Union authority regarding Union membership triggers an agreement to renegotiate the details of collective accountability, membership, and dues deduction.

**3.9 Email:** Each member of the bargaining unit will be provided a District email address. For efficiency of communication, the District email system will be available to the Union for purposes other than political messages as defined in the Washington State Public Disclosure Commission rules.

**3.10.1 New Employee Orientation:**

**3.10.1.1 Beginning of the School Year:** The Union chapter president or designee may attend the new employee orientation meeting held prior to the beginning of each school year.

**3.10.1.2 Throughout the Contract Year:** Designated leaders and staff representatives shall have thirty (30) minutes to meet, with employees hired after the new employee orientation, at the new hire's District orientation. If the meeting occurs during the designated leaders and staff representatives' work time, they may use union leave (§ 3.11).

**3.10.2 Annual Employee Orientation:** Union representatives may schedule meetings on District premises in conjunction with each beginning of the year workgroup meeting for the purpose of orientating and updating members on relevant issues prior to the start of school. This meeting may be up to thirty (30) minutes and ~~may~~ shall occur ~~before or~~ directly after the welcome back meeting/address from the Superintendent and occur on the employee's paid time. Those employees who are not on paid time during this meeting may timesheet up to thirty (30) minutes for attending the meeting (i.e. night custodians).

**3.10.3 Worksite Orientation:** Employees new to a work location, shall be given a basic worksite orientation within five (5) workdays by the immediate supervisor or designee. A designated union building representative may be present.

**3.10.4 Annual Professional Development & Training/In-service:** For each workgroup for which the District schedules a meeting or in-service in preparation for the upcoming school year, the meeting or in-service shall be during the employees' scheduled work time or shall be compensated, and, if not on a scheduled employee work day, shall not be held more than six (6) work days prior to the first day of school.

**3.11 Union Leave Bank of Hours:** The District will grant a total of fifteen (15) days or one hundred twenty (120) hours per year for members to engage in Union activities that will enhance the relationship of the parties. Substitutes (where required) will be paid by the Union.

**ARTICLE 4: DEFINITIONS**

**4.1 Regular Employee:** A regular employee is defined as any employee who has completed his/her probationary period as specified in 4.2, Probationary Period.

**4.2 Probationary Period:** All new hires shall remain in a probationary status for a period of not more than ninety (90) working days following their date of hire, at which time they shall be considered regular employees. A probationary employee shall receive a formal evaluation between the sixtieth (60th) and the ninetieth (90th) working days of employment. The employee shall be offered the opportunity to have a steward present at the evaluation meeting.

**4.3 Full Time/Less Than Full Time:** Full time employees are those employees who are regularly scheduled for 260 days of work per school year. Less than full time employees are those employees who are regularly scheduled to work less than 260 days per school year.

**ARTICLE 5: HOURS OF WORK**

**5.1 Workday:** For full time employees eight (8) hours per day shall constitute a day's work, and forty (40) hours per week a week's work. Each work group will generally have a minimum number of workdays per work group/pay ranges. Such minimum for existing employees may be modified for individual positions through consultation and mutual agreement between the District and the Union (it is understood this language will not conflict with the layoff reduction and recall procedures). Exception in place prior to the effective date of this agreement (outside of the Elementary Library Technicians) may be maintained by the District as they are, but may be subject to discussion in Labor Management. Open or new positions posted by the District may deviate from the stated minimums below through consultation with the Union, but will not require mutual agreement.

Food Service	181 Days (Variable hours)
Library Technicians	186 Days (7 hours)
Dispatcher	200 Days (8 hours)

Office Personnel		
	OP 1	180 days (8 hours)
	OP 2	197 days (8 hours)
	OP 3	206 days (8 hours)

**Exceptions for Specific OP positions include, but are not limited to the following:**

LHS (Career)	OP 2	192 days (8 hours)
LHS (ASB)	OP 2	200 days (8 hours)
LHS (Migrant)	Special Skills Assistant	192 days (8 hours)
Lynden Preschool	OP 2	192 days (8 hours)
Special Education	OP 3	206 days (8 hours)
Lynden Academy	OP 1	184 days (4.5 hours)

Student Services	OP 3	260 days (8 hours)
Special Skills	OP 3	17 days (8 hours)
Facilities and Maintenance	OP 3	260 days (6 hours)

During the term of this Agreement, the District and the Union shall work to update the OP level responsibilities through the Labor Management process.

Custodians:	260 days (8 hours)
Maintenance	260 days (8 hours)
Grounds	260 days (8 hours)

**5.2 Overtime:** All time worked in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1 1/2) the regular pay.

**5.3 Lunch Period:** All employees working more than five (5) hours shall take a minimum of a thirty (30) minute duty free lunch period, which is not part of the employee’s paid workday. Employees may leave the work site during their half hour lunch period.

**5.4 Saturday and Sunday Work:** All time worked on Saturday shall be paid at the rate of time and one-half (1 1/2) the regular pay. All time worked on Sunday shall be paid at the rate of two time (2x) the regular rate of pay.

**5.5 Breaks:** Employees are entitled to one (1) ten (10) minute break for every four (4) hours worked. The first break shall be scheduled as near to the end of the second hour of the shift as the work schedule permits. The second break shall be scheduled at or near the end of the sixth (6th) paid hour of the shift as the work schedule permits.

**5.6 Unscheduled Work:** It is the intent of both the District and the SEIU to encourage frequent and ongoing communication with District staff about the scheduled starting and stopping times. Employees shall not work unscheduled time without approval from their immediate supervisor. Unauthorized work performed by any employee shall be subject to progressive discipline starting with a verbal warning, consistent with Article 12, Discipline and Discharge.

<b>ARTICLE 6: VACATIONS</b>
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**6.1 Vacation Schedule for Full Time Employees:** Vacations will be granted without loss of pay to all full time employees calculated monthly per the following schedule:

<u>Years of Service</u>	<u>Days * Accrued/Mo.</u>	<u>Annual Accrual</u>
1 – 5	1.0	12 days/yr.
6 –	1.5 per month	12 days+1 day per year Max 25 days/yr.

\* A day is defined as an employee's regular shift total hours.

At any one time, employees may not exceed an accrual of forty-five (45) vacation days without approval of the Superintendent.

**Scheduling for Full Year Employees:** Full time personnel will provide at least three (3) work day written notice of vacation if the leave is for five (5) work days or less. Full time personnel will provide at least twenty (20) work days written notice for leave greater than five (5) work days. Vacation days must be taken in full or half-day increments.

**Summer Scheduling:** Full time personnel are encouraged to provide written notification to the Superintendent, or designee, for any non-school year (summer) vacation leave greater than five (5) work days by May 1 of each contract year. Full time personnel will not schedule vacations during the five (5) work days prior to the opening or close of school. Vacation preferences shall be assigned on the basis of seniority.

**School Year Scheduling:** Employees may request and be granted vacation days during the school year.

On work days in which students are present, no more than ten (10) consecutive days off shall be granted when school is in session. An employee may use the option to take vacation of more than two (2) consecutive days but not more than ten (10) consecutive days one time during the school year.

No more than one (1) custodian in each building may be granted vacation leave under this Section without prior approval of the supervisor.

**Cash-Out:** Employees shall be allowed to cash-out up to five (5) days' annually at their current rate of pay for their classification. Employees shall notify the District of their desire to cash out unused vacation days on their July time sheet for payment in August.

Employees shall accrue but shall not be eligible to use or cash out vacation leave until the probation period is satisfied as defined in Article 4.2, Probationary Period. Full time employees working less than eight (8) hours per day will have their vacation calculated according to their regularly scheduled work hours per day.

**6.2 Pay in Lieu of Vacation for Less Than 12 Month Employees:**

All employees covered under this Agreement working less than twelve (12) months per year shall be entitled to one (1) day paid vacation according to the following schedule:

<u>Years of Service</u>	<u>Factor</u>
1 - 5 years	.0444
6 - 10 years	.0555
11 - 15 years	.0722
16 - 20 years	.0833
21 - + years	.0944

**ARTICLE 7: HOLIDAYS**

**7.1 Paid Holidays for Full Time Employees:** The following holidays for full time employees shall be observed with no loss of pay prorated as to hours worked:

New Year's Day	Labor Day
Martin Luther King Junior's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Friday of Spring Break Week	Day after Thanksgiving
Memorial Day	Christmas Eve Day*
Juneteenth (6/19)	Christmas Day
Fourth of July	New Year's Eve Day*

\*Only year-round employees receive this holiday. Less than full-time employees do not receive this holiday.

**7.2 Paid Holidays for Less Than Full Time Employees:** Less than full time employees shall be granted the holidays in the table above, pro-rated as to hours worked provided the holiday occurs within the employee's regularly assigned work schedule.

**7.3 Worked Holidays:** If an employee is required to work on any of the above named holidays, except the Friday of the week of Spring Break, he/she shall be paid at the rate of double time for actual time worked and subject to Article 8.1, Call Back, of this agreement. When a holiday falls on Saturday or Sunday and the holiday is not observed the preceding Friday, or the following Monday, the employee shall receive an extra day of paid vacation in addition to holiday pay.

If an employee is required to work on the Friday of the week of Spring Break, an extra day shall be added to his/her vacation schedule.

**ARTICLE 8: WORKING CONDITIONS**

**8.1 Call Back:** An employee required to report for extra work shall be called for a minimum of two (2) hours at the overtime rate (1.5x) Monday through Saturday and at the double time rate (2x) on Sunday based on the employees regular rate of pay set forth in this Agreement.

**8.2 Split Shift:** No employee shall be required to work a split shift except as mutually agreed.

**8.3 Shift Setting:** The building principal/department director shall have the full authority to fix the starting time of the shift. Before any change from the regular starting and ending time of a shift is implemented, the affected employee shall receive prior notification of not less than ten (10) working days. A shift change may take affect sooner if mutually agreed upon by the Union, the Employer and the affected Employee.

**8.4 Wage Rates:** Classification and wage rates shall be attached to and become a part of this Agreement. September 1 of each school year shall be used for the purposes of placement and advancement on the wage rate table. A new employee hired prior to September 1 of any school year will be granted one year's longevity experience provided the employee has successfully completed his/her probationary period by September 1 of the school year following employment.

**8.5 Work in a Higher Classification:** Any employee assigned to the duties within a higher classification shall receive the higher rate of pay at their years of experience column effective the first day worked in the higher classification.

Under no circumstances shall an employee receive less than his/her normal rate of pay. An assignment of any employee to the above-mentioned duties shall be by offering the assignment to the most senior employee within that classification in the building. If the most senior employee in the building does not take the assignment it will be offered to the next senior employee in the building, and then to employees within the same workgroup.

**8.5.1 Temporary Position Vacancy Assignment:** A temporary vacancy for purposes of this section is a vacancy of less than twenty (20) working days, consistent with § 9.9 Temporary Positions and Leave Replacement. The District shall determine if the position shall be filled, or partially filled with extra hours assigned to employees in the workgroup. If the position is to be fully filled the following steps shall be followed:

**8.5.1.1 Laddering-Up:** Employees within the workgroup, in-building first, shall be given the opportunity to fill the position in seniority order, provided an increase in pay or work time exists.

**8.5.1.2** If no employees accept a ladder-up opportunity the vacancy may be assigned to the District rover, will be offered to employees on the Current Employee Substitute Work List who do not have a regular assignment during the time the temporary position's hours are assigned. Employees accepting work as a current employee substitute must accept the entire temporary position. The process for developing the qualifications and use, including notice and response requirements, of the Current Employee Substitute Work List will be done in the Labor/Management Committee. Such processes and requirements shall be subject to periodic review and amendment by the labor management team.

**8.5.1.3** If a temporary position cannot be filled by a ladder-up employee, the District rover or Current Employee Substitute the work will be offered to substitutes represented in the bargaining unit, and then to substitutes outside the bargaining unit.

**8.5.2 Current Employee Substitute List Removal:** An employee who volunteers for the Current Employee Substitute List for any given contract year (September 1 through August 31) and does not accept any assignment during the contract year, but has been offered work, shall be removed from the list for the following contract year with the option to volunteer again the year after (ie: 1 full year off the list).

**8.5.3 Office Professional Temporary Vacancies:** In the case of a higher-level office professional position, the District may determine to fill the temporary vacancy with an OP 1 employee or substitute, rather than the level of the position that is vacant, provided the substitute employee shall be performing level 1 duties. This provision shall not apply to beyond twenty (20) work day temporary vacancies.

**8.5.4 Current Employee Substitute Pay Rate:** Employees replacing or assuming the duties outside their classification (Secretary moving to Custodian, Food Service moving to Secretary, etc.) will be paid at the base rate in the classification in which they are assuming the duties.

**8.6 Bargaining Unit/No Subcontracting:** No administrative representative, supervisor, teacher, or other persons not a part of the bargaining unit covered by this Agreement, shall take the place of or substitute for SEIU bargaining unit personnel, thus depriving an SEIU bargaining unit member of a job or hours of work. This shall also apply to any possible overtime. There shall be no subcontracting of bargaining unit work during the term of this agreement except by mutual agreement between the Union and the District. This provision is specific to continuous employment, as it is understood that project work (work of a temporary nature, ie: emergency) that bargaining unit members do not have the ability to complete on a timely basis is an acceptable exception.

**8.7 Job Descriptions:** The District will develop job descriptions in consultation with the Union. Job descriptions will be updated as necessary and/or as regularly as possible.

**8.8 Evaluation Procedure:** Regular employees shall be formally evaluated in writing at least annually by their immediate supervisor. Probationary employees shall be formally evaluated between the sixtieth (60th) and the ninetieth (90th) working day of employment. Supervisors shall use an evaluation form based on the employee's job description. Such form shall be available to each employee at the beginning of the school year, or as soon as possible after development.

Bargaining unit members will not formally evaluate other unit members. Lead employees may be asked to provide input on evaluations of employees assigned to their building. All evaluations shall be discussed with the employee. The employee may request a copy of the evaluation in advance of the evaluation meeting. A copy of the evaluation shall be given to the employee and a copy shall be placed in the employee's personnel file. Within five (5) working days of receipt of the evaluation the employee may attach his/her own comments to the evaluation. These comments will become a permanent part of the evaluation.

In the event that an employee receives an evaluation which contains a rating of "Needs Improvement" or "Unsatisfactory" the evaluator, after consultation with the employee, shall develop a written plan to improve the employee's performance in the deficient areas. All full time employee annual evaluations will be completed, conferenced, signed and delivered by August 31 of each year. All less than full time employee evaluations will be completed, conferenced and signed by June 30 of each year.

**8.9 Increase in Workload:** An employee who believes their workload has increased may request a workload review. The District and the Union shall jointly evaluate the workload of the requesting employee. In the District's judgment, whenever objective considerations indicate an increase in work load, the supervisor shall: (a) defer additional work, (b) authorize overtime, (c) redistribute work, (d) increase employee contracted hours, (e) hire additional personnel, and/or (f) add the work load to the position and prioritize the work functions (ie: what is ok to not get done?) (see Article 5, Section 6, Unscheduled Work).

Employees who have their workload increased shall be notified in writing. Such notification shall be inserted into the employee's personnel file, attached to the relevant job description. If the result of the review is an increase in work load the employee will not be subject to poor performance ratings if the added work is beyond what can be reasonably expected.

**8.10 Groundskeeper and maintenance Work Boots:** Upon proper receipt the District will reimburse up to one hundred seventy (\$170) dollars annually for grounds keeping and maintenance personnel to purchase work boots. Eligible employees may roll their annual allocation, either in full or in part, into the following contract year, up to three hundred three hundred forty (\$340) dollars.

**8.11 Inclement Weather/Emergency Closure:** When an individual school/worksites or the District is closed for an emergency, school year employees shall not report to work unless otherwise directed and 12 month employees will report to work unless otherwise directed.

If the period of emergency closure is to be made up by scheduling school on previously identified non-school day(s), and such alternate date occurs at a time that prevents the employee from being available because of prior plans that cannot be changed, the employee may request the use of accrued emergency leave or unpaid leave.

If the period of emergency closure is not made up by rescheduling school day(s), school year employees will be provided an opportunity to make up their scheduled work days or may take leave.

When schools or other work sites are closed or work schedules are altered, due to emergencies, employees shall be notified through the District's notification process (public notification procedures). When notification of closure or delayed start has not been made more than one (1) hour prior to an employee's schedule time to report to work, and the employee reports to work, they will receive a minimum of two (2) hours of pay, or pay for actual time worked if authorized to work more than two (2) hours.

**8.12 Custodial Rover:** The District will develop and staff a custodial rover position with the following conditions:

- 8 hours per day/260 days per year.
- School sites and shifts assigned will vary day-to-day depending upon where the custodial need exists.
- The Custodian Rover may fill in for evening Custodians who are absent from work or may assist with custodial projects outside of a standard custodial route.
- Custodial Rover's main shift would be 2:30 p.m.– 11:00 p.m. with flexibility to work day shift on occasion. Must be available to report to any District school site or office, sometimes with limited notice.

**8.13 Other Duties as Assigned:** Employees will be assigned job duties and tasks associated with the essential functions of their job title as described in the job description. When assigning atypical job duties (described as 'Other Duties as Assigned') such shall be related to the essential functions of the job description and generally temporary or intermittent in nature. Should an employee question, or have concern, regarding an atypical job assignment they shall first discuss the assignment with their immediate supervisor. Should the employee still have concern regarding the assignment and the issue is not resolved after discussion with the immediate supervisor, the issue may be subject of labor management discussion between the parties.

**8.14 Custodial Supervision:** The Director of Facilities is the supervisor for all custodians within the School District and shall approve run assignments. Building administrators may direct the work of custodians regarding emergent or daily, non-run, related issues.

## **ARTICLE 9: SENIORITY AND BID PROCEDURE**

**9.1 Definition and Effect:** Seniority shall be defined as the employee's first work day and subject to continuous employment within this bargaining unit. School term employees shall be deemed as full time employees for the purpose of seniority. Seniority rights shall not be lost during an authorized leave of absence and shall be reinstated as of the first day of the employee's return to work.

Seniority shall be the first consideration in all matters relating to job promotion, filling of any vacancies, overtime (which first shall be by building), and layoff/rehire as specified in 9.6, Layoff.

Custodial overtime shall be offered to custodians, first at the building level through a seniority rotation and then the custodial rover will be scheduled, if available.

**9.2 Job Posting:** All positions vacated for any reason between August 16<sup>th</sup> and the last day of the school term, shall first be posted on the District website and in each school building at least five (5) working days prior to being permanently filled. All job openings shall be posted and will include in the posting the job classification, as well as the locations of such job openings. Employees of the District shall first be considered by the District for all job openings.

**9.3 Procedure:** Any employee desiring to bid on a posted position, or any position which opens as a result of the filling of the posting, shall prior to the close of posting, deliver a letter to the District Office requesting consideration for the position, send a copy to the Union office, and retain a copy for him/herself.

**9.4 Pass Over of Seniority:** Any employee bidding on a posted position who is passed over in seniority shall be given written notice of such fact prior to the date the position is to be permanently filled, stating the reasons he/she was passed over.

**9.5 Notice of Vacancy:** Employees on authorized leave of absence, vacation or sick leave interested in possible openings, shall inform the Personnel Office in writing of his/her interest in bidding on such position(s). Notice from the employee may be made by email. After the last day of school and until August 1<sup>st</sup>, the posting will be for ten (10) working days. Postings will be listed on the District website.

**9.6 Layoff:** If any position to which an employee is permanently assigned is abolished, said employee shall exercise seniority rights. Seniority shall prevail in order to layoff and rehire per classification. Seniority for rehiring purposes shall be valid for eighteen (18) months from the date of layoff.

Seniority rights shall be exercised in all cases of layoff due to a reduction of force ("RIF") and subsequent rehire. Upon rehire all seniority rights and benefits shall be reinstated, said rights and benefits shall not accrue during the time of layoff. Seniority for rehiring purposes shall be valid for eighteen (18) months from date of layoff.

Seniority rights shall not be lost during an authorized leave of absence and shall be reinstated as of the first day of the employee's return to work.

Employees reduced, but not laid-off, shall have preference for any additional time offered in their department for which they are qualified provided such time will not result in them working additional time beyond what they were reduced and will not qualify such employee for overtime, in which case it shall be offered consistent with the Collective Bargaining Agreement.

**Union Notice:** When the District becomes aware that a RIF or reduction of hours may be necessary, it will notify the Union in a timely manner. Within 10 calendar days of notification, appropriate representatives from the Union and District will meet to review the issues and process. The Union and District will work together to review all possible alternatives. In the event that no alternative can be agreed to, the District will notify each member of the affected classification in writing and ask for volunteers.

**Notice to Employee:** If the District determines that a RIF or reduction in hours within this bargaining unit is necessary for the following school year all affected employees will receive a notice prior to June 10<sup>th</sup>. If the District determines that a RIF or reduction in hours within this bargaining unit is necessary after June 10<sup>th</sup>, all affected employees will receive a notice at least twenty (20) working days prior to the RIF/reduction.

**Reduction Process:**

- 1) The District shall identify hours to be reduced within a building or program by classification.
- 2) The hours shall be reduced at the building/program from the least senior employee filling those hours at that building/program.
- 3) An employee so reduced may bump a less senior employee filling the same classification in another building such that the bumping employee is made whole for the loss of their hours in their previous assignment.
- 4) An employee who has no where to bump within their classification may bump a less senior employee in a classification with lower pay within the same primary workgroup such that the bumping employee is made as whole as possible for the loss of their hours in their previous assignment.

- 5) An employee who has no where to bump within their primary workgroup may bump a less senior employee in another primary workgroup in a classification with lower pay such that the bumping employee is made as whole as possible for the loss of their hours in their previous assignment and providing the bumping employee is qualified to perform the work. For the purposes of this understanding, qualified shall mean the ability of the employee to perform the essential functions of the position with minimal training. An employee who bumps into a position in a different primary workgroup is subject to satisfactorily meeting the job requirements as determined by the supervisor on the classification's end-of-probation evaluation form. An employee who does not meet the job requirements after a sixty (60) work day trial service period shall be laid-off and another qualified employee recalled to the position. Such trial service period does not make the employee an At Will employee and the Just Cause provisions of the agreement apply.

**Definition of Primary Workgroups:** A primary workgroup is a set of similar classifications grouped together and shall be known as Office Personnel, Operations (Custodial, Grounds and Maintenance), Food Service, and Library Techs.

**Definition of Qualified for bumping:** An employee potentially subject to a reduction in force can meet the minimum qualifications for bumping into a position outside of their current classification or primary workgroup, including an entry level position, by demonstrating previous relevant experience in the other workgroup, or successful completion of the standard training provided to newly-hired employees or substitutes in that classification.

**9.7 Sudden Termination:** When an employee suddenly terminates his/her service or when it is necessary for the District to remove an employee from a position without giving ten (10) working days' notice, the job may be filled temporarily for the first twenty (20) working days to allow for filling the position through the hiring process.

**9.8 Promotional Trial Service Period:** Any employee advanced in position shall be given a maximum of thirty (30) working days trial period. If the employee's performance is not satisfactory, the employee shall return to their former position. Employees working in a position for which they are in a trial service period shall not also be subject to progressive discipline as it relates to their performance in the trial service position, but may be subject to progressive discipline for misconduct consistent with Article 11 Discipline and Discharge or the employee is subject to a reduction in force (seniority), consistent with Article 9.

**9.9 Temporary Positions and Leave Replacement:** Temporary positions lasting longer than twenty (20) work days will be posted and filled as per Article 9, Seniority and Bid Procedure, and any existing bargaining unit employee who fills such a position shall be returned to their previous position at the time the temporary position assignment terminates. If such a position transitions from temporary to permanent it shall be posted and filled on a permanent basis consistent with Article 9, Seniority and Bid Procedure.

## ARTICLE 10: PAID AND UNPAID LEAVE

ALL LEAVES ARE PRO-RATED BASED ON A 1.0 FTE (TWELVE-MONTH EMPLOYEE 1.0 FTE IS 2,080 HOURS PER YEAR AND TEN-MONTH EMPLOYEE 1.0 FTE IS 1,440 HOURS PER YEAR)

### **10.1 Paid Illness, Injury and Emergency Leave:**

**10.1.1 Regular Employees:** A regular employee is entitled to and will be credited twelve (12) days of sick leave per year at the beginning of each contract year, prorated based on their average daily hours.

**10.1.2 Substitute Employees:** Substitute employees shall accrue one (1) hour of sick leave for every forty (40) hours they work during a contract year.

**10.1.3 Termination Prior to Actual Accrual:** In the event an employee should voluntarily terminate employment having used, because of advance crediting, more sick leave days than entitled, adjustment to wages due but unpaid or procedures for repayment will be implemented by the District as appropriate.

**10.1.4 Sick Leave Purpose, Definition of Family, and Minimum Use:**

**10.1.5 Purpose:** In addition to use for emergencies (*10.1.9 Emergency Leave*), an employee may use accrued sick 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) District 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

**10.1.6 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.

**10.1.7 Sick Leave Usage Minimum:** Employees shall use sick leave in time increments consistent with the District's payroll time tracking system, but in no case in increments beyond one (1) hour. *ie: If an employer's payroll system tracks time in 15 minute increments, the employer shall allow such employees to use paid sick leave in 15 minute increments.*

**10.1.8 Sick Leave Accrual and Carryover Maximum:** Employees shall be allowed to accrue and carryover from year to year up to their annually assigned number of work days and hours as reflected in their annual pay plan. Employees who have modified pay plans that reduce their sick leave accrual maximum and need to reduce their current sick leave balance will be allowed to cash-out up to the legal maximum in January, as consistent with applicable law.

**10.1.9 Emergency Leave:** Sick Leave may be used as emergency leave. For emergency leave to be taken the problem must be of a serious nature, must have been suddenly precipitated and/or of such nature that preplanning could not relieve the necessity for the employee's absence. The problem cannot be connected with or an extension of any other leave provision except for situations beyond the employee's control.

**10.1.10 Physician Statement:** An employee claiming sick leave benefits for more than five (5) consecutive work days may be required by the District to submit a written statement from the employee's health care professional which outlines the need for continued absence for medical reasons.

**10.1.11 Attendance Incentive:** Employees may cash out unused leave days above sixty (60) days of accumulated leave in the previous year at a rate equal to one day's monetary compensation for each four (4) full days of accrued leave in excess of sixty (60) days. Days cashed out in the above manner shall be deducted from the employee's accrued leave at the rate of four (4) days for every one day's monetary compensation. Application for cash out of annual illness, injury and emergency leave must be made during the month of January following the calendar year in which the days were accumulated.

At the time of separation from the school district or death or if an employee is otherwise eligible, the employee or the employee's estate shall receive remuneration at a rate equal to one day's current

compensation for each four (4) full days of accrued leave to a maximum of 180 days. Employees are eligible for sick leave cash out on separation from District employment if they meet retirement system age and years of service requirements.

**10.1.12 Combining of Leave Benefits Relative to Workers Compensation:** When an Employee is eligible for benefits from the Department of Labor and Industries Industrial Insurance Program, supplement industrial insurance and sick leave may be combined, at the option of the employee. This shall begin as of the first day of absence from work.

**10.1.13 Zero Sick Leave Balance Counseling:** The District will meet and counsel a bargaining unit employee who exhausts their sick leave balance prior to considering progressive discipline.

**10.2 Labor and Industries Leave:** An employee shall be granted leave for the recovery from an on the job injury. The leave shall extend until the employee is released by his/her health care provider for full duty. Upon return from leave the employee shall be placed in the position last held, or in a similar position with the same rate of pay and shift. The employee must submit to the District at regular intervals, from their health care provider, a projected return to work date. The District agrees to maintain the employee's health insurance benefits as the same contribution amount as long as the employee continues to be paid on a regular, periodic basis through the District's payroll system.

If an employee applies for industrial insurance compensation and the claim is then or later denied, Illness, Injury and Emergency Leave may be used for the absence of the employee.

The employee has the right to elect an option from those provided by the Department of Labor and Industries for combining his or her industrial insurance compensation and District leave allocations.

Employees are encouraged to discuss the above methods with the payroll office prior to making a decision on the method used.

**10.3 Bereavement Leave:** An employee shall be allowed five (5) days of leave with full pay for the death of each member of the employee's immediate family. Immediate family shall include relations of both the employee and the spouse: spouse, parents (or person who raised the employee), grandparents, children, grandchildren, siblings, children-in-law or any person living in the immediate household as a member of the family. One (1) day of leave with full pay shall be allowed an employee due to the death of other relatives or close personal friends.

**10.4 Other Leaves:** A leave of absence of less than one (1) year without pay may be granted employees for the purpose of child care, Union related business, or for personal reasons. Written request must be given to the Superintendent at least one (1) month prior to the start of the leave, unless a one month prior notice is not able to be met due to circumstances beyond the employee's control.

Leave of absence for one (1) year may be granted without pay for reasons stated above. A written request must be submitted to the Superintendent/designee before April 1 of each year, or as soon as is practicable. Upon return from leave the employee shall be placed in the position last held or in a similar position in the District. The employee may request to extend their leave for up to one (1) additional year. Employees on leave will indicate in writing to the Superintendent/designee by April 1 his/her intention for the following year.

**10.5 Annual Leave – Personal Days:** Employees will be granted and allowed the use of three (3) personal days to conduct personal business. Personal days must be taken in full or half day increments. Employees may cash out up to twenty-four (24) hours of unused personal leave by claiming the hours on a timesheet in June or may roll-over one

(1) unused personal day into the following contract year, for a maximum of four (4) days in a given year. Such pay shall be calculated using the employee's regular pay rate.

**10.6 Jury Duty:** In the event an employee is summoned to serve as a juror, the employee shall be released for the full day equal to their regular contracted hours and receive a regular day's pay for each day of required presence. Documentation from the court system verifying participation as a juror is required and must be attached to the employee's monthly payroll advice form.

## ARTICLE 11: DISCIPLINE AND DISCHARGE

**11.1 Just Cause:** No employee may be discharged, disciplined, or suspended except for just cause. Employees have the right to request union representation at any meeting that may lead to discipline.

**11.2 Written Notification:** Disciplinary action shall be progressive with written notification to the employee of the action taken. Such notification shall be signed by the employee acknowledging receipt of such notice.

**11.3 Progressive Discipline:** Progressive discipline shall be corrective as well as punitive and will, except for serious offences, follow a line of progression including:

1. Verbal warning (documented, dated and signed by both parties)
2. Written reprimand
3. Suspension without pay
4. Discharge

**11.4 Two Day Notice:** Specific grounds, detail, findings and documentation forming the basis for any discipline will be given in writing to the employee and the Union two (2) working days prior to the disciplinary meeting. The employee will be told of the right to Union representation prior to any meeting which might lead to discipline, or any meeting held for disciplinary action. When a request for representation is made, no action will take place until such representation is present or until two (2) working days have passed. The two-day notice may be waived upon agreement of the individual, the District and the Union. The act of discipline shall be done in private and will be kept confidential by the District, unless otherwise required by the public disclosure law. The Employer will forward notices of such actions to the Union office.

**11.5 Removal of Notices:** The employee may request the removal of written discipline or other derogatory material from his/her personnel file after three (3) years, if no further occurrence of a similar nature has been added. Material or discipline that must remain in the personnel file defined under state statute will be maintained.

## ARTICLE 12: GRIEVANCE PROCEDURE

**12.1 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.

**12.2 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.

**12.3 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.

**12.4 Step 1 – Immediate Supervisor:** All differences in connection with this Agreement shall first be discussed with the immediate supervisor involved. Grievances not raised within ten (10) working days of occurrence or within ten (10) working days of the time when the facts giving rise to the grievance should have been known to the employee will not be subject to the grievance procedure. The immediate supervisor will have five (5) working days to resolve the grievance.

**12.5 Step 2 – Superintendent:** If the matter cannot be resolved at Step 1, or if the immediate supervisor does not respond within the five (5) days referred to in 13.1, Step 1 – Immediate Supervisor, the grievance will be reduced to writing specifying the precise section of the Agreement allegedly violated, and the facts giving rise to the grievance. A representative of the Union shall meet with the Superintendent within ten (10) working days after receiving the response at Step 1. The Superintendent will respond in writing within five (5) working days of the meeting with the Union Representative.

All timelines may be waived or otherwise altered if the action is agreed to by both parties beginning in Step 2 and beyond.

**12.6 Step 3 School Board:** If the matter is not settled at Step 2, it shall be taken to School Board at its next regular meeting or, if an emergency exists, to a special meeting called by the Board Chairman. The Board will respond in writing within ten (10) working days of the Board meeting.

**12.7 Step 4 – Arbitration:** If the matter is not settled at Step 3, the Union, within fifteen (15) working days from receipt of the Board's response, may inform the District of the Union's intent to arbitrate the dispute. When a timely request has been made for arbitration, the parties shall request the Public Employment Relations Commission (PERC) to assign an arbitrator pursuant to RCW 41.56.

**12.8 Arbitration Costs:** Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expenses jointly incurred by mutual agreement incident to the arbitration hearing. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other party.

**12.9 Arbitrator's Jurisdiction:** Arbitration shall be limited to issue(s) involving the interpretation or application of the specific terms of this Agreement and the Arbitrator shall have no power to add to, modify, or otherwise alter this Agreement.

**ARTICLE 13: HEALTH AND WELFARE**

**13.1 Health Benefits for Covered Employees:** The District and eligible employees shall fully participate in the state School Employees Benefits Board (SEBB) plans.

**13.1.1 SEBB Eligibility:** Employees shall be deemed eligible for medical and non-medical benefits if they are expected to work the State mandated minimum for SEBB benefits.

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.

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

**13.1.3 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.

**13.1.4 VEBA Contribution:**

Plan Year	September 1, 2025	September 1, 2026
<b>District Contribution Rate (not including carve-out)</b>	\$115.00	\$120.00

**13.2 VEBA:** The District has adopted the VEBA health Reimbursement Plan. The District agrees to contribute to VEBA on behalf of all employees defined as eligible to participate. Each eligible employee must submit a completed and signed Membership Enrollment Form to become a VEBA participant and be eligible for benefits under the VEBA. 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.

**13.2.1 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.

**13.3 District Supported Immunizations:** Annually the District will work with community health organizations to organize immunization clinic for employees.

**13.4 Public Health Agency Directions:** Should an employee be required by a public health agency not to attend work, the Employee and the District will meet to discuss all available leave options. The Employee may bring, at their discretion, a union representative to such meeting.

**ARTICLE 14: GENERAL PROVISIONS**

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

**14.2 Savings Clause:** Any clause in this Agreement that is in conflict with any Federal or State law in existence now or any law or laws that may hereafter be passed by regular constitutional authorities shall be amended to conform to such law.

**ARTICLE 15: WAGES**

**15.1 Inflationary Adjustment:** The inflationary adjustment designated by the state legislature shall be added to the salary scale and wage step for each employee effective on September 1 of each contract year. See Appendix A for salary schedule.

**15.2 Comparable Wage Study:** In the appropriate years of this contract, noted in the Article 18 Term, the District and the SEIU shall complete a comparable wage study.

In the spring of the contract year in which a comparable study is to be done, the wages of each comparison district in each longevity recognition category (Probationary Rate and Years 2, 6, 11, 16, 21 & 26+) will be averaged, across the participating districts and for the steps for each job title (removing the highest rate and the lowest rate, provided that the highest and lowest rates will both be used if necessary to provide at least three wage rates to determine the average) and then compared to average Lynden SD wages for that job title.

Using the comparable Districts noted below, if a Lynden SD job title's wage is shown to be below the comparison district average, that job title shall be improved by the percent difference at the entry level step and the top step such that each step in between is adjusted equally, effective September 1 of the next contract year.

Comparison Districts: Blaine, Ferndale, Bellingham, Meridian, Mt. Baker and Nooksack Valley.

Additional details related to how the study will be completed shall be discussed and determined through the labor management process prior to the first such study.

**15.3 Wage Adjustments 2025-2026:** Effective September 1, 2025 the wage schedule shall be improved by four (4%) percent (inclusive of IPD) after the appropriate wage study results have been applied to the base hourly rate on the wage schedule as noted in the table below, and subsequent steps have been increased accordingly.

<b>Job Titles</b>	<b>Wage Study Result</b>	<b>2025/2026 50% Implementation</b>
Custodian	0.8%	\$0.11
Head Custodian II	2.9%	\$0.42
Head Custodian I	1.4%	\$0.20
Grounds Tech	6.7%	\$0.95
Grounds Lead	6.7%	\$1.09
Maintenance Tech	3.5%	\$0.58
Journeyman	No Adjust	No Adjust
Food Assistant	2.5%	\$0.27
Baker	4.1%	\$0.45

Head Cook	4.1%	\$0.49
Office II	3.8%	\$0.49
Office III	4.9%	\$0.65
Library Tech	6.7%	\$0.79
Special Skills	4.2%	\$0.64
Dispatcher	5.5%	\$0.84

**15.4 Wage Adjustments 2026-2027:** Effective September 1, 2026 the wage schedule shall be improved by the state provided cost of living adjustment (IPD) plus one and three quarters percent (1.75%) after the appropriate wage study results have been applied to the base hourly rate on the wage schedule as noted in the table below, and subsequent steps have been increased accordingly.

Job Titles	Wage Study Result	2026/2027 Final 50% Implementation
Custodian	0.8%	\$0.11
Head Custodian II	2.9%	\$0.41
Head Custodian I	1.4%	\$0.20
Grounds Tech & Lead	6.7%	\$0.95
Grounds Lead	6.7%	\$1.08
Maintenance Tech	3.5%	\$0.57
Journeyman	No Adjust	No Adjust
Food Assistant	2.5%	\$0.26
Baker	4.1%	\$0.44
Head Cook	4.1%	\$0.48
Office II	3.8%	\$0.48
Office III	4.9%	\$0.64
Library Tech	6.7%	\$0.78
Special Skills	4.2%	\$0.64
Dispatcher	5.5%	\$0.84

**15.5 Certification Pay:** The District will provide compensation for Union or State issued licenses or certifications so long as the license or certification is valid throughout the full year and that the type of work performed is specific to the job classification and duties. Only two employees may receive the stipend for holding each of the listed certificates.

Effective September 1 of each school year, license fees will be paid according to the following schedule:

Allowance Type			
Level 1	Annual	Monthly	Max#
Pesticide Applicator	\$480.00	\$40.00	2
Playground Inspector	\$480.00	\$40.00	2

*In Field: These specialty certifications are for those working in that program only.*

**15.6 Wage Schedule Dissemination:** The District shall annually post an updated wage schedule on the District website.

## **ARTICLE 16: Staff Development**

**16.1 SEIU/District Staff Development Philosophy:** The District and the SEIU affirm their commitment to an ongoing system of staff development and training that will provide opportunity for the development of the potential occupational and professional knowledge, skills and abilities of each employee.

**16.2 In-Service Trainings:** Required in-service will be schedule during working hours with substitutes provided as needed. If held after work hours, employees shall be compensated at their appropriate rates of pay.

**16.3 SEIU Staff Development Fund:** The District shall allocate an appropriate amount of funds, at least five thousand dollars (\$5,000), each contract year to support the staff development needs of SEIU members. Unused staff development funds will carry-over from year-to-year up to a maximum of ten thousand (\$10,000) in the development fund. At the beginning of each contract year the District shall report the total accumulation of funds allocated to the SEIU chapter leadership. Bargaining unit employees seeking to utilize staff development funds submit a staff development fund request form to both the Director of Human Resources and SEIU Local 925 Lynden Chapter President. At the end of each contract year the District shall report to the SEIU the amount of staff development funds utilized by SEIU members.

**16.4 SEIU Staff Development Committee:** The Staff Development Committee, made up of Labor/Management participants, shall discuss the appropriate use and allocation (~~not distribution~~) of the SEIU Staff Development Fund.

**16.5 Staff Development Opportunities; Performance Evaluations:** Employees may identify job related staff development goals on their annual performance evaluation, or throughout the contract year, and work with their immediate supervisor, program director or principal to plan and provide appropriate activities to meet those goals throughout the next evaluation period. The determination of an appropriate activity to meet a staff develop goal shall not be subject to the grievance procedure.

**16.6 Staff Development Opportunities; District Initiated:** Supervisors, Principals, and/or Program Directors, with input from SEIU members, may identify staff development/training needs consistent with building, program/department or district goals and will plan and provide appropriate activities to meet the identified needs.

**16.7 Staff Development; Participation:** Staff development opportunities may be scheduled during the regular workday, early release/late arrival or on a non-student day. If the District does not require a staff development opportunity, employees who elect to attend shall be paid for their regular work hours if the activity is offered during their regular work schedule. No additional hours will be paid for any time beyond their regular workday.

**ARTICLE 17: TERM**

**17.1 Contract Duration:** This agreement shall remain in full force and effect for the period of September 1, 2025 through August 31, 2027.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025

For Lynden School District #504 2/5/2026

*David Vanderyacht*  
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David Vanderyacht, Superintendent

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For Service Employees International Union, Local 925 2/4/2026

*Brandon D. Tippy*  
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Brandon D Tippy, Internal Organizer

*Linda Wiles*  
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Linda Wiles, Chapter President

*Aimee Minkler*  
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Aimee Minkler, Bargaining Team

*Duane Wis*  
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Duane Wis, Bargaining Team

*Michael Sacks*  
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Michael Sacks, Bargaining Team

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Monica Tiesinga, Bargaining Team

**Appendix A**  
**2025-2026 contract year**  
**Lynden School District SEIU Local 925**

Step #	25/26 Incr	Year 1	Year 2-5	Yr 6-10	Yr 11-15	Yr 16-20	Yr 21-25	Yr 26-27	Yr 28
Step % Increase or IPD (Yr 1)	n/a	4	2	3	4	5	6	7	7
		4.00%	2.00%	4.00%	4.00%	4.00%	4.00%	4.00%	2.00%
Custodian (night)	0.11	28.32	28.88	30.04	31.24	32.49	33.79	35.14	35.85
Head Custodian I	0.2	29.94	30.54	31.76	33.03	34.36	35.73	37.16	37.90
Head Custodian II	0.42	31.26	31.89	33.16	34.49	35.87	37.30	38.79	39.57
Grounds Tech	0.95	30.41	31.01	32.26	33.55	34.89	36.28	37.73	38.49
Grounds Lead	1.09	34.81	35.51	36.93	38.40	39.94	41.54	43.20	44.06
Maintenance	0.58	34.77	35.47	36.89	38.36	39.90	41.49	43.15	44.01
Painter	0	38.47	39.24	40.82	42.46	44.15	45.91	47.75	48.70
Head Cust I- Other bldgs Day; Head Cust II- HS/MS Day									
Food Assistant	0.27	22.46	22.91	23.83	24.78	25.77	26.80	27.87	28.43
Baker	0.45	23.11	23.57	24.51	25.49	26.51	27.57	28.67	29.25
Head Cook	0.49	25.16	25.67	26.69	27.76	28.87	30.03	31.23	31.85
Office II	0.49	27.19	27.73	28.84	29.99	31.19	32.44	33.74	34.41
Office III	0.65	27.99	28.55	29.70	30.88	32.12	33.40	34.74	35.43
Library Technician	0.79	25.17	25.68	26.70	27.77	28.88	30.04	31.24	31.86
Special Skills Assistant	0.64	32.43	33.07	34.40	35.77	37.20	38.69	40.24	41.04
Transp Dispatcher	0.84	32.63	33.28	34.61	36.00	37.44	38.93	40.49	41.30

## Appendix B

**Letter of Agreement  
between the  
Service Employees International Union, Local 925  
and the  
Lynden School District  
Keep Washington Working**

Whereas, the Lynden School District (Employer or District) and the Service Employees International Union, Local 925 (Union) are committed to following applicable federal and state laws; and  
Whereas, the District has adopted policies and procedures applicable to situations associated with immigration concerns;

Now, therefore, the parties agree as follow:

1. **Compliance:** The District will continue to abide by applicable state and federal laws and its policies and procedures, including Policy 3226 and Procedure 3226P (*see attached*).
2. **Individual Employee Requests:** If an employee has immigration concerns, the employee, Union and District may meet to discuss potential options for the employee, which could include, but are not limited to, unpaid leave to attend immigration related matters and potential job protection. If the parties determine additional benefits are appropriate for the individual situation, the District and Union may enter a letter of agreement at that time to memorialize the agreement.
3. **Notification of Interest:** The Employer will notify the Union in a timely manner if the District is contacted by the Department of Homeland Security (DHS); Immigration and Customs Enforcement (ICE); the Department of Justice, pertaining to an immigration issue related to union represented employees, provided such notification does not violate federal or state law.
4. **Impact Bargaining:** The Union and the District understand the current conditions of immigration enforcement may change working conditions for members and members families. The Union and the Employer will, at the request of either party, negotiate over issues related to changes in compliance with the Immigration Reform and Control Act and any other current or future legislation, government rules, regulations, or policies related to the employment of noncitizens.
5. **Management Training:** The Employer shall inform all administrators and supervisors on the immigration components of this Agreement, including District policy and compliance procedures and expectations, prior to the start of a new school year, and thereafter within six months of hiring any new administrator or supervisor.

This Agreement shall be effective upon signature by both parties and included as a side letter agreement attached to the Collective Bargaining Agreement between the parties.

**For District:**

*David VanderYacht*

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David VanderYacht, Superintendent

2/5/2026

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

**For Union:**

*Brandon D. Tippy*

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Brandon Tippy, Internal Organizer

2/4/2026

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