

# AGREEMENT

Between

SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL 925

And

WINLOCK SCHOOL DISTRICT NO. 232

2025-2027

## **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.** SEIU Local 925 is hereby recognized as the sole and exclusive bargaining agent for all classified employees of the Employer, hereinafter listed within this collective bargaining agreement.

**SECTION 2.** Jurisdiction: All work to be performed in the jurisdiction of this Union shall be performed by employees working under this agreement, except for emergencies or other conditions agreed to between the Union and the 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 MEMBERSHIP; REQUESTS FOR MEMBER INFORMATION**

**SECTION 1.** District Neutrality: The District shall remain neutral on the issue of union membership and respect all employees' decisions to join and maintain membership in SEIU 925. All bargaining unit employees shall have the option of joining and maintaining membership in the Union upon employment with the District.

**SECTION 2.** Union Membership Rescission: Current Union members requesting to rescind membership and membership rights in the Union shall make such request in writing via US mail to SEIU Local 925 per union procedures. Providing such procedures have been met, SEIU 925 shall in a timely manner inform the District of such employee's non-member status.

**SECTION 3.** Public Disclosure Act Requests: Prior to the release of any information pursuant to a public record request received by the District in accordance with RCW 42.56.230 the response to which would reasonably result in releasing personally identifiable information about an employee

or employees, the District will notify the Union of the receipt of such request. The District will also make a reasonable effort to notify the potentially affected employee(s) via email or certified mail to the employee's last known address maintained in the Human Resources Department, in order to allow the employee an opportunity to seek court intervention to prevent such release. Nothing in this requirement implies or suggests that the District itself has an obligation to seek court or legal prevention of the release of such information on behalf of any employee. The employee or Union will have ten (10) business days to seek court intervention to prevent the release of information responsive to the request.

Notice will include:

- A. A copy of the request;
- B. A general description of the responsive records;
- C. The estimate date the District intends to produce the records.

**SECTION 4. Agency Fee Restoration Contingency:** In the event there is a change in law or holding by a court of competent jurisdiction that allows for the withholding of dues or an equivalent fee as a condition of employment, the Union and the Employer agree to meet to implement restoration of the union security and dues deduction provisions of the CBA.

### **ARTICLE III: AUTHORIZED DEDUCTIONS**

**SECTION 1.** The Union will forward to the payroll department, in a timely manner, a list of all employees authorizing Union related payroll deductions. Upon receipt of the list, the District will deduct from the employee's wages and remit monthly to the Union, Union dues and other Union related deductions of all employees who individually have authorized such deductions. Each month the District shall provide the Union a list in spreadsheet format with the first name, employee ID, dues deduction amount, COPE deduction amount, gross pay for the previous month, and hourly rate for the previous month, and (upon request from the Union) hours worked in the previous month.

### **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 their 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

SEU 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/Officers:** Shop Stewards and chapter officers shall be the on-site representatives for all classified employees who are members of the bargaining unit. The Union shall notify the Employer of the names of Shop Stewards and officers. Shop Stewards who are the Union's chapter spokespersons on the job in coordination with Union Business Representatives.

## **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 employee's race, sex, age, religion, color, ancestry, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained guide dog or service animal 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 employee's membership (or lack of membership) in the Union or for legitimate Union activity.

## **ARTICLE VI: NOTIFICATION OF HIRINGS, LAYOFFS, TERMINATIONS, PROMOTIONS, TRANSFERS, CHANGE OF HOURS, ETC., and NEW EMPLOYEE ORIENTATIONS**

**SECTION 1.** The Employer will notify the Union and the elected chapter officer(s) by email, on a form attached hereto and marked "Exhibit C", of all hiring, layoffs, terminations, promotions, transfers, and change of hours of employees subject to this agreement, together with the reason for any change of status.

Notification to the Union of a new hire shall be within ten (10) business days of the employee's first day as a regular employee. In addition to Exhibit C, the District shall provide to the Union the new hire's first and last name, home mailing address, phone number, work email, work location, and work hours.

The union shall also be notified within ten (10) business days of the first day of employment of any temporary or leave replacement worker(s) whose work assignment and/or duties are included in this bargaining unit/agreement.

Quarterly - Full Bargaining Unit List

Each year the union shall request quarterly a full bargaining unit list which shall include all current workers in the bargaining unit. The list shall include: Employee ID number, first and last name, home address, mailing address, home phone number, personal cell number, personal email address, date of birth, ethnicity, department, work location, work phone number, work email, hire date, job classification/title, position FTE status, and rate of pay.

**SECTION 2.** The Union business representative, chapter officer, or steward 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 an elected chapter officer of the Union, the Union Representative, or the building representative. The Employer shall provide new employees with a packet, which shall include the following information:

- Medical insurance plan information
- Employee's job description

Transportation Employees Only:

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

**SECTION 3. Access to New Employee Orientations:** Within ninety (90) days of a new employee's start date the Employer will provide the Union access to the employee's regular worksite to present information about the Union and the collective bargaining agreement. This presentation may occur during a new employee orientation provided by the Employer or at another time and location that does not disrupt the employee's work. The SEIU Union representative and/or elected chapter leader will have thirty (30) minutes to meet with the new employee on the job and on paid time. If orientation is outside of work time, thirty (30) minutes will be paid as per RCW 41.56.037.

## **ARTICLE VII: NEW CLASSIFICATIONS**

**SECTION 1.** In the event and 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.

**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. Their position will be posted as a leave replacement position.

## **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 forty-five (45) working days, to do a task for which employment terminates with completion of the task. If the position is needed beyond the forty-five (45) work days, the Union and the District shall meet to discuss the position. The District shall not hire temporary employees who will reduce the hours of bargaining unit employees.

**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. The employee's position will be posted as a leave replacement position. An employee in a leave replacement assignment shall receive health benefits, SEBB when eligible.

If the person on leave returns to their position, and if the person who was the leave replacement employee was a bargaining unit member at the time the leave replacement position was filled, the employee will have the option of returning to their previous position. If the person who filled the leave replacement position at the time the leave replacement position was filled was not a bargaining unit member, they will have no rights to continue employment with the District in this position.

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). Substitute employees shall not be covered under this Agreement.

## **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, Paraeducator, Custodial/Maintenance, and Transportation.

**SECTION 3. Job vacancies**. All job vacancies or newly created positions shall be posted as soon as possible, but in no cases 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 internally to bargaining unit members for a period of five (5) school district working days, prior to its publication, followed by up to 5 days for interview of bargaining unit applicants. The District will consider seniority in the same job description for placement in that position. Bargaining unit members shall be given first consideration. The district may evaluate external candidates prior to the final selection.

If the district determines there are no qualified bargaining unit applicants the administrator will meet with the employee(s) in private within three school district working days regarding specific reasons for non-selection. This process will be completed upon request from the candidate(s) in writing after the final candidate has been selected by the administrator.

Job vacancies shall be filled on the basis of the best judgment of the Administration. The employer will make final selections in the event of the need to fill a vacant or new position.

#### **SECTION 4.**

- a. In the event an employee accepts another position within the bargaining unit, the employee shall be given a trial period of not more than twenty (20) days in the new job classification. Prior to twenty (20) days the employee may return to their former position. The employee shall receive the higher rate of pay during the trial period if applicable. If the supervisor has evaluatory evidence that the employee does not meet the job requirements based on the job description within twenty (20) working days, they will return to their former position. The vacated position will be filled with a substitute while the position is re-posted and filled.
- b. In the event that there is a need to transfer an employee from a particular work site to another site or to another position in the classification (that does not result in a higher wage), the District will first ask for qualified employees within the classification to volunteer for reassignment. If no qualified volunteers come forward, then the least senior employee in the affected work site will be transferred, unless the District determines that the least senior employee is not qualified to perform the duties of the position then the district will fill via involuntary transfer. The District and Union will

meet within thirty (30) days of the transfer to discuss how the situation will be addressed beyond the thirty (30) days.

**SECTION 5.** If the senior employee is passed over for promotion, or returned to their former or comparable position, they 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 their seniority in the vacated classification; however, they 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 they have completed their 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 classification.

**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 and/or Reduction in Force, Reduction in Hours, and Recall:

- a. School year employees will be notified of reasonable assurance of continued employment for the next school year in writing by the District the last day of school each year. In the event the District determines that the bargaining unit must be reduced due to Layoff or Reduction in Force, the District shall provide notice to the Union Business Representative and the Chapter President in writing, indicating a reduction is necessary, at least five (5) working days before any employee is notified. The District shall generate a list of employees according to seniority in their present job classification and provide that to the Union and bargaining unit members in the event that a layoff and/or reduction in force occurs. In the event a layoff and/or (Reduction in Force) occurs within a classification, reduction of the work force shall begin with those employees in that classification 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 the employee has previously successfully worked for at least six months, provided, such employee has greater total district seniority than the employee being bumped.
- b. An employee on layoff and/or reduction in force from a position, above, shall be placed on a recall list for up to eighteen (18) 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 continued 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 Transportation.

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) days in a work week. Time worked in excess of eight (8) hours in one day (unless otherwise noted) 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 custodians are assigned by the District to work a four-day, ten hour work week, during the summer months, 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. Compensatory time shall be taken through mutual agreement of the employee and employer as per the Fair Labor Standards Act (FLSA).

**SECTION 2. Overtime Payment:** All work performed on the seventh (7<sup>th</sup>) 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 their Supervisor. Such overtime shall first be approved by the superintendent, then be verified in writing by the supervisor on the employee's time

record (If there is no verification by the supervisor, on the employee's time record, overtime will not be paid).

**SECTION 4. Starting time, quitting time and the work week** 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 their 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 their day off or is called back or otherwise required to return to work by their supervisor, after checking out and leaving the premises, they shall be paid at the overtime rate 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 their 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 and Late Start Days and Other Professional Development Opportunities: The District intends to provide specific training opportunities during the scheduled early release and late start 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 and late start days; however, the duties during those hours will be assigned by the employee's building administrator.

Classified employees will be allowed to leave the job site as soon as buses leave on any day which begins a holiday period if they have pre-arranged with Administration to work the remaining hours by attending activities sponsored by the district (where students compete and/or participate) on another date. The number of hours is approximately equal to the lesser hours on early release.

- c. Paraeducator Training required by the State of Washington each school year shall be provided during regular school hours and/or on early release and late start days. Trainings may be completed outside of work time if pre-approved by supervisor AND those hours do not constitute overtime pay. Trainings shall be within the scope of the Washington State Professional Educators Standards Board Fundamental Course of Study.

The District shall provide employees and the Union a list of required classes by October 1, each year. Notification shall include the dates and times of the training. Wherever possible, paraeducators shall be given the opportunity to provide input to the District regarding topics that are relevant to their paraeducator duties and/or assignments and within the scope of the training.

Employees shall complete all training and attain all certifications required by State and/or Federal statutes as a condition of ongoing employment. Failure to complete the required training and/or certification may result in progressive discipline up to and including discharge.

- d. 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 required for 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 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/CPR/AED Classes:** The District requires.... 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. If the course is taken online, the employee will be paid for up to two (2) hours for the training, and the cost of the course (not to exceed twenty-five (25) dollars).

## **TRANSPORTATION**

**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 meetings 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 trips not bid on by regular drivers to a substitute driver. A designee will be appointed by the Transportation Supervisor for the trip board in the event of their 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. If a trip has been canceled outside of district control, or a van is assigned rather than the originally requested bus because less than 25 students are requiring transportation there will be no compensation. If a trip has been canceled, or a van is assigned rather than the originally requested bus with less than one (1) hour notice to the trip driver, and it is too late to reassign the employee to their regular route, they will be paid their regular route time or one (1) hour, whichever is greater.
- 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.

1. 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. If the number of buses requested for the trip is reduced, the work will be offered to drivers who signed up for the trip first by the bid order (A, B, C). The driver(s) whose trips are cancelled will drive their regular route or be compensated for their regular route time.
- 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. Meals will be provided up to per diem with receipts and proper paperwork signed by a supervisor and turned in within 48 hours of returning to work. Failure to meet the requirements given above will result in no payment.

**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 on the Friday following the week route times are due to the office.
- b. All route time shall be posted prior to the bidding.
- c. And all bidding is by seniority.
- d. The primary route bid on shall adhere to the school calendar associated with said route. If a driver bids on a route that transports students for more than one district and the primary route district does not have school, then the secondary route district will be posted as additional work. The driver will note before school starts which school's calendar they will follow. The primary route will be noted on the bid and will follow the school calendar associated with that route.

**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. Each driver will begin the school year on the route they drove the previous school year. After the routes have been established (15 school days), drivers will bid on routes in order of seniority. Each driver must decide at that time if they want to be at 1) minimum of 4 hours a day route, including their pre and post trip, or 2) at the routes actual drive time including pre and post trips. All drivers will have a designated start time and end time. Employees will sign in and out when they pick up and drop off their keys. Drivers who opt to drive a 4-hour minimum route will be required to do daily duties to make up

any missing time, i.e., washing buses and vans, going to co-op, fueling vans etc.  
(Drivers will see supervisor for make-up work.)

- b. 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.
- c. Trip Time. Trip time previously known as standby time, will be compensated at the regular rate of pay, but does not include benefits.
- d. Drivers taking extracurricular trips will be paid a minimum of one (1) hour at the driver's rate of pay. This includes pre and post trips. On all trips, the driver must remain within ten (10) minutes from the event. Drop and Pick may be requested from the transportation supervisor.

**SECTION 22. Drivers in Training:** Regular district drivers who need to learn a new route due to route changes, or be retrained for any reason, shall receive their regular driving rate. Training shall be scheduled and approved in advance by the Transportation Supervisor.

## **MISCELLANEOUS**

**SECTION 23. 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 24. 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 25. 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 26. 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 27. Day Before School Starts:** The District will guarantee six (6) hours paid extra time for the day before school starts. Activities will be assigned or approved in advance by the employer.

The SEIU Representative and/or elected chapter officers shall be provided with thirty (30) minutes unpaid time at each beginning of the year workgroup meeting for updating members on relevant issues.



## 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.
- b. Wage Increase:

For the 2024-2025 school year, See MOU adopted 10/24 (See Exhibit B).

For the 2025-2026 school year, custodial will receive  $IPD + 1\% = 3.5\%$ , Paraeducators will receive  $IPD + 1.5\% = 4\%$ , Secretarial will receive  $IPD + 2\% = 4.5\%$ , and Transportation will receive  $IPD + 1\% = 3.5\%$  (See Exhibit A).

For the 2026-2027 school year, Custodial will receive IPD or 2%, whichever is greater, Paraeducators will receive  $IPD + 1\%$ , Secretarial will receive  $IPD + 2\%$ , and Transportation will receive IPD or 2%, whichever is greater (See Exhibit A).

**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.

- a. 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.
- b. Employees are responsible for providing documentation to the district upon request.
- c. 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.
- d. Any questions regarding previous experience and appropriate placement on the salary schedule may be addressed in Labor Management.

**SECTION 3. Temporary Transfer:**

- a. An employee performing a position of 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 their 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 their personal vehicle to drive while on the job. The employee may instead be offered a district vehicle or van to use for district business. Prior to release of a district vehicle, the employee must submit permissions and pass a driver's abstract. If an employee does not pass a driver's abstract, they will not be reimbursed to drive their personal vehicle. No students are to be transported in personal vehicles during contracted time.

**SECTION 6. Paraeducator Standards:** Paraeducator training required by the State of Washington shall be provided during regular school hours if at all possible. Training shall be within the scope of the Washington State Professional Educators Standards Board Fundamental Course of Study.

Whenever possible, paraeducators shall be given an opportunity to provide input to the District on topics that are relevant to their paraeducator duties and/or assignments and within the scope of the training. Employees shall complete all training and attain all certifications required by state and/or federal statute as a condition of ongoing employment.

**SECTION 7. 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 260 days 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 260 day 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; spring break; intersession weeks; once school is out for the year in 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 for this section 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 get holiday pay and not have to utilize a vacation day.
- g. If an employee is called back from vacation, they shall receive the overtime rate of pay for all hours worked and shall be given the remainder of their vacation with pay at a later date. This must be approved by the superintendent.

**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                          | Labor Day              |
| Martin Luther King Jr. Day              | Veteran's Day          |
| President's Day                         | Thanksgiving Day       |
| Memorial Day                            | Day After Thanksgiving |
| Juneteenth*                             | Christmas Eve Day      |
| Independence Day/July 4 <sup>th</sup> * | Christmas Day          |
| New Year's Eve Day                      |                        |

*Any Newly Declared State or Federal Holiday that is a non-student day.*

*\*12-month Employees Only*

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 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.

260 day employees will accrue twelve (12) sick leave days per year. 195 day employees will accrue eleven (11) sick leave days per year. 180 day employees will accrue ten (10) sick leave days per year.

If a holiday falls while an employee is on sick leave they shall not be charged with sick leave, but shall receive holiday pay (260 day employees).

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.

180 day and 195 day (base contract) 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 non-school 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 their 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 their 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-grandchild. 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 their 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, an 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 the position they 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. Parental Leave:** Parental 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 parental leave should give written notice to the district at least thirty (30) days prior to the commencement of such leave. The written request for parental 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 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 parental leave shall be assigned to the employee's 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. To apply personal days to a VEBA account the employee must submit in writing to payroll by June 1. 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 supervisor and/or Superintendent.
- c. The Supervisor will approve requests for personal leave within five (5) work days of the request being submitted. Personal Leave requests that have been granted cannot be revoked and must be taken except in extenuating circumstances at the discretion of the supervisor and/or superintendent. The supervisor will decide if a substitute is needed.

**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. School Employees Benefits Board (SEBB)**

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

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

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

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

For additional information regarding SEBB eligibility and benefits please contact the district business office and/or your SEIU representatives.

The link to information regarding SEBB is: <https://www.hca.wa.gov/about-hca/school-employees-benefits-board-sebb-program>.

**SECTION 12. Washington State Paid Family and Medical Leave:** Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked the minimum number of eligible hours within the past calendar year.

Effective September 1, 2019, the Employer shall remit to the State of Washington, on behalf of each bargaining unit employee, the cost of the employee's portion of the premium collected by the State of Washington in lieu of payroll deduction for participation in the Washington State Paid Family and Medical Leave Plan. However, this amount shall not exceed 1% of the employee's gross earnings. If the employee's portion and the employer's portion of the PFML combined should exceed 1% of the employee's gross earnings, the additional amount collected by the State shall be divided according to State guidelines.

**SECTION 13. 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, and 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 their employment
- b. The staff members' absence and use of shared leave are justified;
- c. The staff member has depleted, or will shortly deplete, their 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 14. 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 15. Equipment - Tools:** The cost of any safety equipment or specific tools required to perform a task shall be paid by the employer.

**SECTION 16. 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**

**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 their 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 their 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 their grievance to their 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 they 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 their 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 ten (10) 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 their immediate supervisor within ten (10) 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 ten (10) 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 ten (10) 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 ten (10) 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 ten (10) working days after receipt of the Board's written response to Step 4.

Within ten (10) 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 ten (10) 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 their 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 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**

The agreement shall remain in full force and effect from September 1, 2024 through August 31, 2027. The Union and/or District may request, in writing, this agreement to be opened for negotiations on or before April 15, 2027.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Board Member

\_\_\_\_\_  
Principal

## Exhibit C

### NOTIFICATION OF CHANGES IN EMPLOYMENT STATUS/CLASSIFIED

New Hires, Terminations, Layoffs, Promotions, Transfers, 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

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**

## 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 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 all 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 reasonably related to (a) the seriousness of the employee's proven offense; and (b) the record of the employee in their service with the employer?



## EXHIBITG

### **Classified Staff Bank 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/meetings. 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 initiated 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, 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/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.

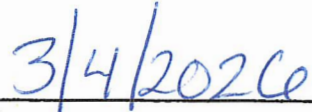
Banked time should be a win/win situation. It should not take time away from an employee and it should not cost the district money.

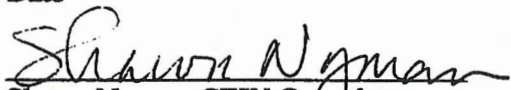
#### ARTICLE XXIV: DURATION OF THE AGREEMENT

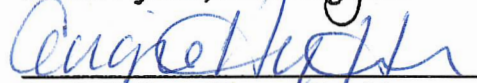
The agreement shall remain in full force and effect from September 1, 2024 through August 31, 2027. The Union and/or District may request, in writing, this agreement to be opened for negotiations on or before April 15, 2027.

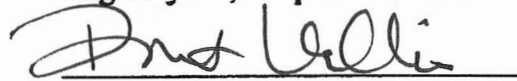
  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
School Board Chair

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Shawn Nyman, SEIU Organizer

  
\_\_\_\_\_  
Angie Hylton, Chapter President

  
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Ruth Willis