

AGREEMENT

by and between

WOODLAND SCHOOL DISTRICT NO. 404

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925

Effective September 1, ~~2012~~ 2015 through  
August 31, ~~2015~~ 2019.

Woodland Public Schools  
*Where Community & Learning Connect*

LOCAL925



Stronger Together

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## AGREEMENT

This Agreement, made and entered into by and between the Board of Directors of the Woodland School District No. 404, hereinafter referred to as the "Employer," and Service Employees International Union Local No. 925, hereinafter referred to as the "Union."

### WITNESSETH:

#### ARTICLE 1 - RECOGNITION AND COVERAGE

**Section 1.1. Recognition.** Pursuant to RCW 41.56, the Employer recognizes the Union as the sole and exclusive bargaining agent for all employees covered by this Agreement.

**Section 1.2. Coverage.** The employees covered by this Agreement are the classifications listed in Section 16.1.

**Section 1.3. Mutual Interest.** 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; to confer and negotiate in good faith with respect to grievance procedures and collective negotiations on personnel matters including wages, hours and working conditions, to promote effective methods for the prompt adjustment of differences.

**Section 1.4.** It being understood that the sole purpose of the Employer's operation is for the best interests, benefit and welfare of the students attending and/or who will attend this institution and the tax-paying public, both parties (School Board and Union) agree that all efforts shall be for these purposes and shall have priority over all else, subject to the grievance procedure.

**Section 1.5. Jurisdiction.** All work to be performed in the jurisdiction of this Union shall be performed by members in good standing, except for emergencies or other conditions agreed to between the Union and the Employer. Services provided by neighborhood groups, community groups, Future Farmers of America or other groups who volunteer time for special projects shall not reduce the work opportunities of regular employees.

#### ARTICLE 2- PROCEDURES AND MEETINGS

**Section 2.1. Procedures.** The Superintendent shall meet with the Union representative to confer and negotiate matters of mutual concern. It is understood and agreed by the School Board, Superintendent and Union that the matters appropriate for negotiations between the parties shall relate to wages, hours and working conditions. The Employer retains the right and obligation according to Board policy to:

- (a) Hire, promote, assign and retain employees and to suspend or discharge employees for just cause.
- (b) Relieve employees from duty because of lack of work or other legitimate reasons.
- (c) Determine the method of, number, and kinds of personnel by which operations undertaken by employees in the unit are to be conducted.
- (d) Discuss with the Union changes affecting personnel practices that would concern the

employees as a unit.

Discussion of the handling of a grievance shall be in accord with procedures as outlined in Article 3 of the Agreement.

**Section 2.2. Labor/Management Conference Committee.** The Union and the District agree to meet ~~at least on a quarterly basis as needed~~ in a labor/management conference committee to discuss business brought forth by either party outside the working day.

### **Section 2.3 Meetings.**

**Section 2.3.1.** When the Union and the District agree to Labor/Management meetings during regularly scheduled work hours, participating union officers and/or stewards shall receive pay for their regular hours.

**Section 2.3.2.** When the Union and the District agree to meet in Negotiations meetings during regularly scheduled work hours, negotiations team members shall receive pay for their regular hours.

## **ARTICLE 3 – GRIEVANCES**

### **Section 3.1. Definitions.**

**Section 3.1.1.** "Grievance" means a claim based upon an event, condition or any alleged violation of state or federal law which affects conditions under which an individual works allegedly caused by misinterpretation or inequitable application of the terms of this Agreement between the Board and the Union.

**Section 3.1.2.** "Grievant" means an employee of the Woodland School District having a grievance. Every effort shall be made to settle the grievance at the lowest possible level and earliest date possible. ~~No grievance shall be considered a valid grievance unless the grievance procedure is initiated within ten (10) working days following the date of the incident.~~

**Section 3.2.** The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of differences. Only matters involving the interpretation, application, enforcement of the terms of this Agreement, or of any alleged violations of any state or federal law shall constitute a grievance.

**Section 3.3.** A grievance may be brought by 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 2 herein below.

**Section 3.4.** The aggrieved employee shall bring his/her grievance to his/her immediate supervisor at Step I below, within fifteen (15) working days of its occurrence, or within fifteen (15) working days of the time when the grievant could have been expected to have learned of the occurrence. A grievance not brought within the time limit prescribed in Step I or submitted within the time limits prescribed for every 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. The 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 3.5. Steps.**

**Section 3.5.1. Step 1.** Discuss the problem with the immediate supervisor, within the timeline established in section 3.4 ~~fifteen (15) working days of its occurrence~~. During this discussion, an attempt shall be made to arrive at a mutually satisfactory solution. The employee may be accompanied by a ~~shop~~ steward, chapter officer, or the business representative. It is expected that employees (SEIU members and supervisors) will be able to discuss differences in a setting which provides for open communications and reflect an understanding of the individual's concerns, job responsibilities and the best interest of the District.

**Section 3.5.2. Step 2.** If the grievance is not resolved to the employee's satisfaction in accordance with the preceding section, the employee shall complete in writing a statement of the grievance form A containing the following:

- (a) The facts on which the grievance is based;
- (b) A reference to the provisions in the agreement which have been allegedly violated; and
- (c) The remedy sought.

The employee and the union shall submit the written statement of grievance under (a), (b), and (c) above to the Superintendent within ten (10) working days after the conference with the immediate supervisor.

**Section 3.5.3. Step 3.** The Superintendent, or designee, shall schedule a conference within ten (10) working days, to discuss the grievance. The Superintendent or designee, shall notify the grievant of his or her decision and reason for the decision, within ten (10) working days of the conference.

Mediation - Upon mutual agreement, the District and the Union may use mediation services of the Public Employment Relations Commission (PERC) to assist in resolving disagreements when circumstances warrant, before proceeding to Step 4. Such agreement or disagreement shall have no effect on the consideration or result of a grievance review and/or arbitration decision. Timelines for Step 4 shall be suspended pending the outcome of mediation.

**Section 3.5.4. Step 4.** If the grievant is not satisfied with the Superintendent's decision, the grievant may request that the School Board of Directors hear their grievance. If such is the case the individual must notify the Superintendent (on form C) that he/she desires to have the Board hear their grievance within five (5) working days of receipt of the Superintendent's decision.

**Section 3.5.5. Step 5.** If requesting a hearing of the Board, the hearing shall be held at the next regularly scheduled meeting of the Board, or within twenty (20) days of the receipt of the request for the hearing, whichever is later.

**Section 3.5.6. Step 6.** If the union is not satisfied with the disposition of the grievance at Step 5, the union has ten (10) working days to submit the grievance to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitrator's Association in accordance with its rules which shall likewise govern the arbitration proceeding. Neither the employer nor the Union shall be

permitted to assert in such arbitration proceeding any grounds or rely on any evidence not previously disclosed to the other party.

**Section 3.6.** The arbitrator's decision will be limited to the specific grievance and the scope of the existing contract language. Both parties agree to be bound by the award of the arbitrator, and that Judgment thereon may be entered in any court of competent jurisdiction. The costs of the services of the arbitrator, and his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the union. All other costs will be borne by the party incurring them.

#### ARTICLE 4- DISCIPLINE AND DISCHARGE

**Section 4.1.** The Employer may discharge or suspend any employee for just cause (See Exhibit D). The Employer will follow a policy of progressive discipline, which shall include in order:

- (a) verbal warning
- (b) written warning
- (c) suspension without pay, not to exceed three (3) work days; and
- (d) termination

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. Further, an employee may exercise the discretion of whether to inform the Union or its representative(s) of a pending discipline action.

**Section 4.2.** The employee and the Union shall receive written notification from the Employer of the employee's suspension, termination and statement of charges.

**Section 4.3.** An employee shall be entitled to have present a representative of the Union during any investigative or disciplinary meeting which might reasonably be expected to lead to disciplinary action (see Exhibit E). In such circumstances, the District shall advise the employee that he or she is entitled to union representation, but the failure to provide such notice shall not bar the use of any information obtained from the interview.

**Section 4.4.** Prior to disciplinary discharge, employees shall be afforded Loudermill rights to due process (see Exhibit F).

#### ARTICLE 5 - UNION RIGHTS

**Section 5.1. Union Access.** The business representative for the Union shall be permitted access to all properties covered by this Agreement to discharge his/her duties as a representative of the Union. During business hours the Union representative shall ~~notify get approval of~~ the appropriate supervisory office before ~~visiting contacting~~ an employee at work, and shall not interrupt educational and operational activities of the District. ~~Except in unusual circumstances, Union contact with an employee should be scheduled during non-work time (before and after work or during scheduled breaks.~~

**Section 5.2. Bulletin Board.** The Employer agrees to provide bulletin board space for the posting of official Union notices, which shall be signed by a responsible agent of the Union.

**Section 5.3. Meeting Space.** The Employer agrees to provide a suitable room or cafeteria, and insofar as it does not interfere with the conduct of the Employer's operations, such room or cafeteria may be made available to the Union for meetings of the Union.

**Section 5.4. Business Area.** The Union shall have the right to the use of District buildings and equipment at reasonable times and for reasonable purposes when necessary to transact Union business with the usage to be scheduled through the proper administration channels.

**Section 5.5. Mail.**

**Section 5.5.1.** References in this section to "mail" shall also apply to use of District e-mail.

**Section 5.5.2.** The Union shall have the right to use the District mail service and mailboxes for communications purposes. The Union will utilize the mailbox provided in the central office area to deliver and pick up communication materials.

**Section 5.5.3.** Materials distributed through the District's mail service for delivery in the work place shall conform to the law ~~be designed to provide objective information relative to the (1) effective development and administration of the Collective Bargaining Agreement and (2) non-inflammatory clarification of other working conditions and policy issues under discussion between leaders of the Union and District officials.~~ The Union will not use District mails to distribute materials within the work place that are politically partisan, and/or slanderous, derogatory or defamatory of any particular individual or group, including the District.

**Section 5.5.4.** The ~~chapter~~ president and/or ~~executive board~~ business representative shall be responsible and accountable for authorizing the distribution of materials in the District mails. The Union will defend and hold the District harmless for any allegation or suit arising out of the Union's use of the District's mail service.

**Section 5.5.5.** ~~Twice per year~~ Upon request the District will provide the Union mailing ~~addresses of the employees in the bargaining unit.~~ Employer shall provide the union a full bargaining unit list which shall include all current workers in the bargaining unit. The Employer will provide an electronic list in spreadsheet format. The list shall include: First name & last name, home address, personal home phone and cellular phone numbers, personal (home) email address, work email address, work phone number, job classification/title, department, pay work location/work site, shift, date of hire, FTE status, and rate of pay, hourly or salary date of birth, employee identification number, gender and race/ethnicity. Should the union request this information at different times of the year the employer will provide the same in the agreed upon format.

**Section 5.5.6.** Any concern regarding the Union's use of the District's mail service and bulletin boards shall be a matter for early discussion between the Union president (or executive board) and the Superintendent/designee. ~~A violation of this Article may result in the suspension of the Union's use of the District's mail service for an appropriate and specific period of time following such an Administrative Union conference.~~

**Section 5.6. District Information Access.** The District agrees to furnish the Union, in response requests, all available information concerning the financial resources of the District and such other information as will assist the Union in developing programs on behalf of the employees, together with information which may be necessary for the Union to process any grievance or complaint or to develop bargaining proposals.

**Section 5.7. Union Information Copies.** The Union will furnish copies of information pertinent to

employer/employee relation topics as reasonably requested by the Superintendent or the Board, with appropriate reimbursement by the District.

**Section 5.8. Pay Change Notification.** Notification of pay changes during the contract year will be submitted by the District office to the appropriate employee with a copy of such notification to the Union representative.

**Section 5.9 Employee Orientation.** ~~The District shall provide all new employees information prepared by the Union regarding the operation of the Union and the employees' obligation to the Union. The Union will be notified of in person new employee District orientations and given 30 minutes for the business representative of the Union, chapter officer, or steward to discuss members, and union rights and responsibilities. The Union shall receive at least seven (7) days prior electronic notice of the date, time and place of orientation(s) along with a list of newly hired employees, their job classification, work location, and shift. The Union orientation will be considered paid time off, inclusive of travel time if necessary, for the chapter officer or union steward conducting the union orientation.~~

~~In the event that an orientation is not held for new employees, the Union business representative, chapter officer, or steward will have up to 30 minutes to meet individually on the job and on the clock with newly hired employees. The chapter officer or steward will be released with pay, inclusive of travel time if necessary, for meeting with the new employee.~~

~~The union shall also have 30 minutes on the clock during any departmental annual in service day for bargaining unit members to hold a union meeting.~~

## ARTICLE 6 - DISCRIMINATION

**Section 6.1.** In accordance with the policies of the Employer and the Union, it is agreed that there will be no unlawful discrimination against any employee or applicant for employment because of his/her race, sex, age, religion, color, ancestry, sexual orientation or disability in the administration of the terms of this Agreement, or in hiring.

**Section 6.2.** The Employer shall not discriminate against any employee because of his/her membership in the Union or for legitimate Union activity; provided, however, that such activity shall not interfere with the conduct of the Employer's operations.

**Section 6.3.** No District supervisor shall be eligible to hold any Union office.

## ARTICLE 7- NOTIFICATION OF HIRINGS, LAYOFFS, TERMINATIONS, AND PROMOTIONS

**Section 7.1.** ~~The Employer will notify the Union Representative by e-mail of all hiring's, layoffs, promotions and terminations with date of changes.~~

~~The Employer will notify the Union monthly of all new hiring, layoffs, status changes, and termination of employees subject to this agreement, together with the reason for any status changes and terminations and dates of status changes and terminations.~~

~~The information shall be in an employer shall also send the union each month an electronic list in spreadsheet format of all, and include:~~



New Hires—Workers who are newly hired or newly union eligible. The list shall include: First and last name, home address, personal home phone and cellular phone numbers, ~~personal (home) email address,~~ work email address, ~~work phone number,~~ job classification/title, department, pay work location/work site, shift, date of hire, FTE status, rate of pay (include hourly or salary,) ~~date of birth, employee identification number, gender and race/ethnicity.~~

Terminations—Workers who have separated or terminated. The list shall include: First name and last name, ~~employee ID~~ and separation or termination date.

Status Changes—Workers who have changed status, meaning they have moved out of unit, promoted to a non-represented position, had a change of or moved to an exempt position, workers who have changed jobs or work location and/or department but are still in the SEIU 925 bargaining unit and workers who have a change of personal contact information. The list shall include: First name and last name, ~~employee identification number,~~ home address, pay work location, department, personal home phone number, ~~work phone, cell phone, personal email and~~ work email, the date that the status changed, and the reason for their change of status (i.e.: exempt staff, etc.).

## **ARTICLE 8- LEAVE OF ABSENCE FOR UNION BUSINESS**

**Section 8.1.** Any employee elected to office in the Union which requires full time in the discharge of its duties shall be given a leave of absence not to exceed one (1) year, unless otherwise mutually agreed upon, without loss of seniority, ~~but not necessarily to return to the same job classification and/or salary.~~ The employee shall have the option upon their return to resume the position they held when the leave began, unless the position no longer exists. No more than one (1) employee shall be on such leave of absence at one time and such leave of absence shall not exceed the term of this Agreement unless extended by mutual consent. No employee covered by this Agreement, shall as a result of such leave, suffer a reduction in hourly wages, working conditions, or other benefits upon return to employment.

## **ARTICLE 9 - UNION SECURITY**

**Section 9.1. Required Membership.** As a condition of employment, all employees working under the Jurisdiction of the contract shall be members of the Union. All new employees shall, within thirty (30) days of their date of employment, become members of the Union and maintain such membership as a condition of continued employment. Included in this are regular employees whether working full or part time.

**Section 9.2. Continued Membership.** All employees subject to this Agreement on the effective date of this Agreement, who are members of the Union shall as a condition of employment maintain their membership in the Union during the period of this agreement or pay normal dues, as indicated in Section 4.

**Section 9.3. New Employees - Union Membership.** The Employer will notify the Union of all new employees within thirty (30) working days of the hire date. At the time of the hire, the Employer will inform the new employees of the terms and conditions of this Article.

**Section 9.4. Excused Religious Tenets - Union Membership.** Nothing contained in this Agreement shall require Union membership of employees who object to such membership based on bona ~~ide~~ fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a non-religious charity or other charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written

proof that such payment has been made. If the employee and the Union cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission in accordance with their rules and regulations.

**Section 9.5. Refusing to be Union Member.** Upon receipt of written notice from the Union president or designated representative to the Superintendent or designee that an employee has failed to comply with the requirements set forth in this Article, the Employer shall give such employee five (5) working days from the written verification of receipt of notice to comply with these requirements; and then if such employee still refuses to comply, the Employer shall terminate such employee.

## ARTICLE 10 - DUES DEDUCTION

~~**Section 10.1.** The Employer agrees to deduct a Union initiation fee, dues and assessments from the wages of employees who voluntarily request in writing their deduction, any employee who wishes to have his/her Union dues, initiation fees, and assessments deducted shall sign a form identical with the attached form marked Exhibit "B". When filed with the Employer, the form will be honored in accordance with its terms.~~

The Employer agrees to deduct Union dues and assessments from the wages of employees who voluntarily request in writing their deduction. Any employee who wishes to have Union dues and assessments deducted shall sign a membership card and authorization form for payroll deduction as provided by the Union. When filed with the Employer, the form will be honored in accordance with its terms.

**Section 10.2.** Deductions will be promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to deductions covered thereby. The Union hereby undertakes to indemnify and hold the Employer harmless from all claims against it for or on account of any deduction made from the wages of any employee.

Each month the Employer shall provide the Union with an electronic list in spreadsheet format with the following information for all bargaining unit employees that will accompany the dues & COPE payment to the Union. This list shall accompany the dues list and COPE deduction list and lists all workers who have union dues and COPE deductions for the month in payment. On this list the following will be included: First name & last name, ~~employee identification number,~~ dues deduction amount, COPE deduction amount per pay period, ~~gross pay for the pay period for which the dues are being assessed, total hours worked for the pay period for which the dues are being assessed, gross overtime pay in the period being assessed, and total overtime hours in the period being assessed.~~

**Sections 10.3.** The Employer hereby agrees to honor payroll deduction authorization for political purposes from its employees and included as part of their normal monthly Union dues that are deducted and submitted to the Union. This authorization to increase their Union dues to include the financial authorization for political purposes shall continue until the Employee, through the Union, ceases to authorize said deduction.

## ARTICLE 11 - CLASSES OF EMPLOYEES

**Section 11.1.** A Regular Year-round Full-time Employee is one who is regularly scheduled at least forty (40) hours per week throughout the calendar year. A Regular Year-round Part-time employee is one who is regularly scheduled to work throughout the calendar year but less than forty (40) hours per week.

**Section 11.2.** A Regular Part-time Employee is one who is regularly scheduled for less than forty (40) hours per week throughout the calendar year, or functions only part of the calendar year. The most common example is the school year.

**Section 11.3.** A Temporary Employee is one who is hired for a specific purpose and a specific length of time. In no case shall temporary employment exceed ninety (90) workdays. In addition, a temporary employee schedule shall not exceed six (6) calendar months. Benefits accompany any temporary employee in a position of 60 calendar days or longer. All temporary employees shall be paid holidays. Any extension of this time must be by mutual agreement of the Union. The only other provisions of this Agreement that apply to temporary employees shall be the same provisions as apply to substitute employees under Section 11.4.

**Section 11.4.** A Substitute Employee is a worker who is employed on an intermittent basis to fill the position usually occupied by a regular employee during said employee's absence. Substitute employees employed for more than thirty (30) days of work within any twelve (12) month period ending during the current or immediately preceding school year, or substitute employees working more than twenty-five (25) consecutive work days and who continues to be available for employment, shall be included within this bargaining unit provided that the only sections of this Agreement which shall apply are Articles 1, 2, 4 (except that the decision to not re-hire shall not be considered a discharge), 5, 6, 8, 9, 10, 11 (except for Section 11.5), 14, 16 and 17.

**Section 11.5. Evaluation.** All regular full-time and regular part-time employees will be evaluated by their immediate supervisor on an annual basis. Probationary employees shall be evaluated twice within the probationary period.

**Section 11.5.1.** The District shall provide an opportunity for employees to submit feedback on the performance of substitutes.

**Section 11.6. Classified Duties.** Classified staff may be used to supervise school children in non-instructional activities, and in instructional activities while under the supervision of a certificated employee.

**Section 11.7.1 Position Classification.** ~~When changes in the duties of a position are enough to reclassify the position, the position shall be bargained by a Union representative.~~

a) New Positions. The base wage for ~~monetary value~~ of new positions for which no existing classification applies will be bargained with the Union.

b) Existing Positions. Employees who believe that their positions substantially resemble the autonomy, responsibility and technical skill of a higher position within the employee's classification may submit a reclassification request to Chapter President. The request shall be on the ~~attached~~ "Reclassification Request Form" found in Appendix X.

- i. Upon receipt of the Reclassification Request Form the Superintendent shall convene a Reclassification Committee that will meet within two weeks of receipt of the Reclassification Request Form unless mutually agreed otherwise. The team shall include: two (2) labor representatives, designated by the union, two (2) management representatives, designated by the superintendent, and the Superintendent or Assistant Superintendent.
- ii. The employee requesting reclassification shall be given the opportunity to present her/his request to the committee for consideration. The request for reclassification should be evaluated based on the aforementioned characteristics. (Autonomy, Responsibility, Technical Skill) with other positions within the classification as points of comparison.

- iii. Following the presentation by the requestor, the committee shall meet in camera to discuss, and ultimately vote on the reclassification request. The superintendent shall only vote in the case of a tie (a 2-2 vote).
- iv. The Superintendent will communicate the committee's decision to the applicant and the President of the unit in writing within one (1) business day of the decision. S/he will communicate the final vote result as well as the vote distribution to the applicant.
- v. Should the committee split on a 2-3 vote, the requestor may utilize the grievance procedure to appeal the decision.
- vi. If the committee grants the applicant's request for reclassification the applicant will receive back pay for the new classification back to the date of application. Classification seniority shall be determined by the date the employee's responsibilities substantially changed to comport with the new classification, as determined by the reclassification committee.
- vii. ~~The Reclassification Process above shall sunset with the current agreement and shall be non-precedential in future contract negotiations.~~

**Section 11.7.2. Temporary Transfer.** Employees covered by the Agreement may be temporarily transferred to other classifications or may be used for relief of employees under other classifications. If temporarily transferred to a higher paid classification, for other than training purposes, an employee shall receive the rate applicable to the higher classification rate for all work performed in the higher classification. If an employee is temporarily transferred to a lower paid classification, he/she shall continue to receive his/her regular rate of pay unless such transfer is made permanent; provided, however, that a transfer to a lower paid classification made at the request of, or for the convenience of the employee, shall not be deemed a temporary transfer regardless of the duration of the transfer and shall be paid at the rate applicable to the work being performed.

**Section 11.7.3. Custodial Temporary Assignments.** Temporary opportunities of three (3) or more days in a custodial position shall be offered by overall classification seniority, provided that the temporary opening created by an employee exercising his or her seniority to fulfill such temporary assignment shall be filled by a substitute and not subject to further "domino" or "daisy-chain" bumping.

## ARTICLE 12 - SENIORITY

**Section 12.1. District Seniority.** District seniority shall mean an employee's continuous length of service with the Employer. Seniority shall not apply to an employee until he/she has completed his/her probationary period. Upon satisfactory completion of his/her probationary period, the employee shall be credited with seniority from his/her date of hire.

**Section 12.2. Probationary Period.** A probationary period of ninety working days shall be established for all new employees. The probationary period may be extended by an additional thirty (30) working days if an evaluation of the employee's performance is completed and the employee is not satisfactory in all evaluative categories. Probationary employees may be summarily discharged.

**Section 12.3. Seniority Delimited.** Seniority shall be considered broken by discharge, resignation, retirement, or layoff greater than two years.

**Section 12.4. Classification Seniority.** Refers to an Employee's seniority in a specific job classification. An Employee transferring from one classification to another of equal or higher rating shall earn seniority in the new classification from date of transfer but shall continue to accrue seniority in the original classification, provided he/she served six (6) months in the classification. Thus an employee may hold seniority in two or more classifications.

**Section 12.5. Layoffs and Recalls.**

**Section 12.5.1.** When the District contemplates a layoff or an elimination of a position within the bargaining unit, the District shall meet with a representative of the Union in a timely manner to explain the reasons for the layoff.

**Section 12.5.2.** The District shall provide the Union with the names of all employees to be laid off as soon as possible after such determination has been made.

**Section 12.5.3.** An employee who is about to be laid off as a result of being the least senior in a position shall have the opportunity to bump another employee who has less seniority in that classification provided the employee who is about to be laid off can satisfactorily perform the job. The employee may also choose to decline to bump another employee and volunteer for layoff. The employee's rights to recall shall be the same as other employees involuntarily laid off.

**Section 12.5.4.** An employee who is about to be laid off as the result of being the least senior in a position and who cannot, for whatever reason, bump into another position in his or her classification shall have the right to bump another employee in any classification which he or she previously held, provided he or she has greater District-wide seniority than the employee he or she seeks to bump and provided further that he or she can satisfactorily perform the job.

**Section 12.5.5.** Employees laid off shall retain the right to recall up to two years from the date they are ~~bid~~ laid off. Employees recalled by the District shall be reinstated with seniority rights accumulated as of the date of their layoff. Before recalling a laid off employee, the District shall comply with the posting and promotion language in Section 12.6 and the adding hours language in Section 12.8. In no case shall a new employee be employed by the District while there are laid off employees who are qualified for a vacant or newly created position unless all laid off employees have rejected the position.

**Section 12.5.6.** Notice of recall shall be sent to the employee by certified mail at his/her last known address. It is the employee's responsibility to apprise the District of their location so that the employer can contact them. Employees shall respond to the recall notice within two (2) business days. Employees who on the second offer reject or fail to respond to an offer of a comparable position (same classification and within one hour per day of the daily scheduled hours) within this time shall be considered to have voluntarily quit employment with the District. An employee recalled by the District and accepting the position shall have two (2) weeks to report to work if employed elsewhere at the time of recall.

**Section 12.6. Postings and Promotions.** New positions or vacancies shall be ~~posted for~~ e-mailed to current employees at all buildings for five (5) full work days before advertising to outside applicants. All postings will have a posting date and a closing date. ~~All postings will be stamped with current date when posted~~

~~at the location.~~ All postings will be available to current employees on the District website. A position shall not be considered new or vacant if filled by the transfer of employees as described below.

All current employees who meet the minimum qualifications and submit a letter of interest describing their qualifications for a new or vacant position shall be offered an interview. Employees are encouraged to submit updated application materials for their personnel file at any time. Where all relevant factors (such as merit, ability, performance, physical and mental fitness) are relatively equal, length of continuous service shall govern. The District will not consider outside applicants until all current employees have already been interviewed and considered.

Prior to any involuntary transfer, the District and the Union will meet to discuss the rationale and selection of employees for transfer. Except for disciplinary transfers subject to just cause, employees will be involuntarily transferred to different assignments within their job classifications only to accommodate changes in student, program or enrollment needs. The District will first ask for volunteers among the affected employees, and if no employee volunteers, the least senior employee in the affected assignment will be reassigned, unless the District and the Union agree otherwise.

~~**Section 12.6.1.** The District will maintain an automated e-mail notification system for employees who sign up to be notified of job openings.~~

**Section 12.7. Added Part-Time Hours- Food Service, Maintenance/Custodian, Grounds.** When the hours of any part-time position in Maintenance/Custodian, Grounds, and Food Service increase to the number of hours of a regular shift in that classification, the position shall be offered by seniority within the classification.

**Section 12.8. Added Hours – Paraeducators.** If an additional Paraeducator assignment of one (1) hour or less is available at a site, such notice of assignment shall be posted at the site only. Paraeducators currently working at that site may apply for that time. The time will be assigned by seniority within the classification if they have the necessary skills, abilities, and qualifications and if their current schedule would allow for such time.

**Section 12.8.1.** Any increased hours over one (1) hour will be posted district-wide.

**Section 12.8.2.** Additional time will not be assigned if it would result in overtime or conflict with required rest periods. Assignment of hours shall not be made if it would have a negative impact on a student's instruction.

**Section 12.9. Reduced Hours- Paraeducators.** When it is necessary to reduce Paraeducator's hours more than one (1) hour per day, the hours will be reduced from the least senior employee within the classification. When the hours of a Paraeducator drop below four (4) hours a day as a result of a District reduction in hours, the Paraeducator shall have the option of being placed on the layoff list. The District shall make a reasonable effort to keep Paraeducator hours the same throughout a school year.

**Section 12.10. Rescheduled Shifts.** When the District reschedules a swing or night shift position to a different (earlier) start time of more than two (2) hours, the position shall be posted and offered by seniority within the classification.

**Section 12.11. Probation in Promotion.** Any employee who is promoted may be returned or elect to return to his/her former position without prejudice within ~~forty-five (45)~~ 30 working days from the time of promotion.

**Section 12.12. Opportunities for Employees.**

**Section 12.12.1.** Scheduled non-school day employment opportunities will be offered by seniority, first to current employees within the classification that work is to be done, once that group has been exhausted current employees outside of said classification shall be offered the opportunities. If the District has non-school day employment opportunities remaining after all current interested employees are provided work, the District may hire temporary employees to accomplish the work. Current employees accepting these non-school day employment opportunities shall be paid the base rate of the position being filled or the employee's regular rate whichever is greater. Temporary employees employed for extra summer custodial work shall be paid at 70% of the custodial base rate.

**Section 12.12.2.** Employees designated to work shall be notified in writing at least one week prior to the beginning of the work scheduled.

**Section 12.12.3.** A letter of application for employment on non-school days must be on file with the District office by March 15 each year.

**Section 12.12.4.** Upon request, the District shall provide the union a list of employees with applications on file.

**Section 12.12.5.** Occasional substitutes for non-school day employment shall be called in a manner consistent with the above:

- a. Opportunities offered by seniority, first to current employees within the classification, ~~and~~ next to employees outside the classification, and then to temporary employees.
- b. Employees must have a letter on file, as referenced above, to be available For this work.

~~**Section 12.12.6.** To call occasional substitutes, the list of available employees for non-school day work shall be used as a roster in order of seniority. Regular substitutes are not on the list and only called when reasonable effort has been made to reach members on the list or the list is exhausted.~~

**Section 12.13. Job Shares.** The District will accept proposals from two employees to share one position. The District reserves the right to approve or reject the application. If the job share dissolves, the remaining employee will be required to assume the entire position. Each employee will be entitled to pay and other benefits in proportion to the employee's FTE.

**Section 12.14. Early Release and Late Arrival Days.** Paraeducators will be given the option to work their regularly scheduled hours on any student early release days and on secondary late arrival days that accommodate state testing.

**Section 12.15. Inclement Weather Make Up.** When the start of school is delayed due to inclement weather or other emergency, employees who lost hours may arrange with their supervisor an opportunity to make up the lost hours of work.

## ARTICLE 13 - HOURS AND OVERTIME

**Section 13.1. Overtime.** Overtime, except custodians, (see below) will first be offered to the person who is doing the work during their regular hours. Next, overtime will be offered by seniority to the qualified employees within the classification the overtime (extra time) is needed. Once that classification is exhausted, it may be offered outside of the classification. Overtime offered to custodian/maintenance employees of

less than 3 hours shall first be offered by seniority within the area and second by overall seniority. When possible overtime of 3 or more hours shall be offered by overall seniority.

**Section 13.2. Work Schedule.** The normal full time work schedule shall consist of forty (40) hours per week. Sunday work would be required only in cases of emergency or special rental of equipment assignment. Specific assignments will be distributed to employees within the job classification.

**Section 13.3. Assignment Time.** The District shall have the right to establish work schedules and starting times. Each employee will be assigned a definite shift with designated times of beginning and ending which shall not be changed without two (2) calendar weeks prior notice, or mutual agreement of the employee and supervisor. However, exceptions to this could occur due to emergencies or unusual circumstances.

**Section 13.4. District Committee Work.** When required or requested by the District to serve on District committees outside of normal work time, including calendar, benefits, and safety committees, the employee shall be compensated at their classified rate.

**Section 13.5. Workweek.** A workweek shall begin at 12:01 a.m. Sunday, and end at midnight the following Saturday. Time shall be calculated to the nearest fifteen (15) minutes.

**Section 13.5.1.** All employees working at least five (5) hours per day shall be entitled to one-half hour (30 min.) uninterrupted lunch and one fifteen (15) minute break. Employees working more than six (6) hours shall be entitled to a second fifteen (15) minute break.

**Section 13.5.2.** All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at the rate of one and one-half (1 1/2) times the employee's hourly rate.

**Section 13.5.3.** For all employees a two (2) hour minimum work period shall be guaranteed for show-up time, with the exception of an act of God and/or inclement weather. For cooks and custodians a two (2) hour minimum work period shall be guaranteed for show-up time when the District closes for inclement weather. The employee must actually have reported for work and not have been notified previously.

**Section 13.5.4.** ~~With prior approval of the principal or the Special Services Director, Educational Assistants shall have the option of working their regular shift on all early release or late arrival days during the course of the school year.~~

**Section 13.6. Temporary Transfer.** ~~Employees covered by the Agreement may be temporarily transferred to other classifications or may be used for relief of employees under other classifications. If temporarily transferred to a higher paid classification, for other than training purposes, an employee shall receive the rate applicable to the higher classification rate for all work performed in the higher classification. If an employee is temporarily transferred to a lower paid classification, he/she shall continue to receive his/her regular rate of pay unless such transfer is made permanent; provided, however, that a transfer to a lower paid classification made at the request of, or for the convenience of the employee, shall not be deemed a temporary transfer regardless of the duration of the transfer and shall be paid at the rate applicable to the work being performed. When changes in the duties of a position are enough to reclassify the position, the position shall be bargained by a Union representative. The monetary value of new positions for which no existing classification applies will be bargained with the Union.~~

**Section 13.7. Custodial Temporary Assignments.** ~~Temporary opportunities of three (3) or more days in a custodial position shall be offered by overall classification seniority, provided that the temporary opening created by an employee exercising his or her seniority to fulfill such temporary assignment shall be filled by~~



~~a substitute and not subject to further "domino" or "daisy chain" bumping.~~

**Section 13.8. Conferences/Workshops/Training.** Any District approved job related training course or workshop either requested by the employee or required by the District will be at the District's expense unless some other accommodation is mutually agreed to. The District will post all information concerning future workshops and/or training programs. For special schooling or training required by the Employer, outside of the employee's regular working hours, the employee will be paid at their regular hourly rate of pay for all time in attendance, plus any fee or tuition.

**Section 13.9. Mileage Reimbursement.** When acting in accordance with assigned duties or when requested to travel and a District vehicle is not available and the employee is using his/her own private vehicle, an employee shall be reimbursed for such travel at the maximum rate allowed all employees of the Woodland School District.

**Section 13.10. Foregone Lunch.** Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at the applicable wage rate.

#### **ARTICLE 14 - SAFETY, ACCIDENTS, COURT APPEARANCES, MEDICAL EXAMS**

**Section 14.1. Safety.** It is mutually recognized that safety within the confines of the School District operation is paramount, and that the school district may require or provide first aid, CPR, automated external defibrillator (AED) prevention courses to all classified employees within the school district. The School District may require first aid courses of all employees who work with or are around children. It is agreed that all employees shall be vigilant in seeking out unsafe or hazardous objects or conditions and will report them immediately to the appropriate personnel for correction. If a safety class is required, the employee would not have to pay to take the class, but it would not necessarily be given during working hours unless it was arranged not to interfere with a day's work. If first aid courses are required to be taken at other than regular working hours, the employee shall be compensated for actual classroom hours attended at their regular wage rate ~~the rate no less than minimum wage.~~

**Section 14.2. Accidents.** Any employee involved in an accident shall immediately report the accident and physical injury sustained. The employee shall make out an accident report on forms supplied by the Employer and shall turn in all available names and addresses of witnesses to the accident. Accident reports shall be presented in compliance with present policy, a copy of this shall be included in the Employer rules. Failure to comply with this provision shall subject an employee to disciplinary action by the Employer.

**Section 14.3. Appearance in Court.** When an employee is required by the Employer to appear in court, or before any attorney-at-law for the purpose of testifying, because of an accident he/she may have been involved in during working hours, the employee shall be reimbursed in full by the Employer for all time required to be spent, computed at his/her hourly rate of pay or the daily minimum, whichever is greater, because of his/her appearance. The employee shall reimburse the Employer for any duplicate payments.

**Section 14.4. Medical Examinations.** When a health examination is required the cost of such examination shall be paid by the Employer ~~unless such service is available through the Cowlitz/Clark County Health~~

Department. The Employer may suggest a doctor. In some circumstances (an independent medical examination for example), the District will direct the employee to a medical professional.

## ARTICLE 15 - BENEFITS

**Section 15.1.** Any employee who is regularly scheduled to work forty (40) hours per week and twelve (12) months a year will be granted all benefits of the Agreement.

**Section 15.2.** Vacation dates, within the Districts determined vacation schedule, will be scheduled by seniority.

### **Section 15.3. Vacation**

**Section 15.3.1.** Each regular ~~full-time~~ year-round employee who has completed twelve (12) consecutive calendar months of employment shall be eligible for a paid vacation. After one (1) year of continuous service with the Employer, an employee covered by this Agreement shall be entitled to two weeks at the current straight-time rate of pay in effect when the vacation is taken. After two (2) continuous years of service with the Employer, one (1) additional day of paid vacation shall be successively added to his/her vacation until he/she has earned four (4) weeks.

**Section 15.3.2.** All vacations must be arranged with and approved by the immediate supervisor. Written requests must be made four weeks prior to the planned vacation. Summer vacations must be requested prior to June 1. Vacations during the school year may be limited both in terms of availability and duration to limit the need for substitutes and to assure an adequate work force.

**Section 15.3.3.** Unused vacation time may not be carried beyond two years, except that employees may carry over vacation to be used in the third year if the employee presents a plan for using the days and the employee's supervisor approves the plan.

**Section 15.3.4.** Any person leaving employment and entitled to vacation time will receive up to thirty (30) days' vacation pay prorated by workdays in lieu of vacation time provided a minimum of two (2) weeks' notice of his/her leaving is given in writing to his/her immediate supervisor or Superintendent.

**Section 15.3.5.** If a paid holiday occurs while an employee is on vacation, the employee shall receive an additional day of vacation with pay, or pay in lieu thereof.

**Section 15.3.6.** If an employee is called back from vacation, he/she shall receive the overtime rate of pay for all hours worked and shall be given the remainder of his vacation with pay at a later date unless mutually agreed upon by both parties, in which case he would be paid at his/her regular rate of pay.

**Section 15.3.7.** An employee who works twelve (12) months a year shall have his/her vacation prorated according to the number of hours worked the previous year.

**Section 15.3.8.** An employee that completes twelve (12) consecutive calendar months of service shall be eligible for paid vacation time to be calculated on actual hours worked in the classification that covers the said twelve (12) month period.

### **Section 15.4. Holidays.**

**Section 15.4.1.** All regular employees shall receive pay for the following holidays based upon the hours of work usually performed by them and upon their classification rate:

Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Day before or after Christmas  
Martin Luther King, Jr.'s Birthday  
New Year's Day  
Presidents' Day  
Memorial Day  
Christmas Day  
I Full Day New Year's Eve Day  
\*Independence Day (July 4)

**Section 15.4.2.** The employee, to be eligible for holiday pay, must have worked the scheduled day before and the next scheduled working day following the holiday, unless on bona fide vacation or excused by the Employer. To be eligible for the Labor Day and Independence Day (July 4) holidays, an employee must work on a year-round basis (e.g. 260-day employee). A regular employee who works less than year round will be eligible for the Labor Day holiday when scheduled by the District to report to work in their regular position prior to Labor Day in order to start or prepare to start a new school year.

**Section 15.4.3.** Should any of these paid holidays fall on a Saturday or Sunday, then ~~either Friday or Monday will be observed if these should be~~ the calendar committee shall schedule the holiday on non-school days, or the Superintendent shall arrange to add to their paid vacation time.

**Section 15.4.4.** If an employee is required to work on a paid holiday, he/she shall receive in addition to holiday pay, one and one-half (1 1/2) times his/her regular straight time rate of pay for all hours worked.

**Section 15.4.5.** An employee shall receive credit for weekly overtime purposes for the number of hours he/she is regularly scheduled to work on any of the above holidays which fall within his/her regular scheduled workweek, regardless of whether or not work is performed on such holiday.

## **Section 15.5. Leaves**

**Section 15.5.1. Illness, Injury, Emergency Leave.** Illness, injury, or emergency leave of twelve (12) days shall be allowed each employee. For the purpose of this section an emergency is defined as a problem that has been suddenly precipitated or is unplanned, or where pre-planning could not relieve the necessity for the employee's absence. Such leave benefits shall accrue from year to year. Accumulated illness, injury, or emergency leave hours will be shown monthly on the employee's payroll statement.

**Section 15.5.1.1.** The District may request doctor's verification of illness after five (5) consecutive days of employee absence.

**Section 15.5.1.2. Annual Conversion of Accumulated Illness, Injury and Emergency**

**Leave.** Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave days.

**Section 15.5.2. Bereavement/Serious Illness Leave.** In the event of a death in the immediate family, leave with pay, up to five (5) days for each occurrence, will be extended to regular employees. "Immediate family" shall include father, mother, brother, sister, wife or husband, son or daughter, grandfather or grandmother, grandchild, or the same as related by marriage, or someone living in the same household.

**Section 15.5.3. Family Care Leave.** All employees shall be permitted to use accrued sick leave to care for immediate family members including parents and in-laws with a health condition that requires treatment or supervision.

**Section 15.5.4. Maternity Leave.** Upon application, the District shall grant unpaid maternity leave. Such leave shall commence at such time as the employee, and her medical advisor, deem necessary. Employees granted maternity leave must return to work not later than one (1) year following the granting of the maternity leave. The employee shall notify the District within thirty (30) days after the birth of the child of her expected date of returning to work. Employees granted maternity leave may, at their option, be allowed compensation for maternity leave in relation to the amount of accrued sick leave credited to her. Before returning to work, the employee must be certified by her physician as ready and able to return. The employee shall be entitled to return to the position held when the leave started.

**Section 15.5.5. Adoption Leave.** Adoption leave shall be granted upon timely application to the employee's immediate supervisor, to a parent in order to complete the adoption process, providing such leave does not exceed an aggregate of five (5) days in any given year. (If both parents are District employees, a total of five (5) days will be provided for a family.) If personal leave is available, the first two (2) days of adoption leave will be deducted from said leave. The District will pay a maximum of three (3) days adoption leave per year. Such leave may be used for court and legal procedures, home study and evaluation and required home visitations by the adoption agency, not possible to schedule outside of regular school hours.

**Section 15.5.6. Personal Leave.** The District will provide regular part-time employees three (3) days of personal leave during each school year. These days will be subtracted from Illness, Injury, and Emergency leave accumulation. Unused personal leave days may be carried over to a future school year up to a maximum of five (5) days. Personal leave may not be used the first or last student attendance week nor to extend a holiday without expressed written permission of the superintendent or his/her designee.

All regular full-time employees will be granted 2 days (non-accumulative) personal leave. This personal leave will be for significant personal reasons which cannot be conducted outside the school day and cannot be used for leave that is covered under other sections of this Agreement and is not part of Illness, Injury, Emergency leave accumulation. Custodians/Grounds Leave is granted upon the Maintenance Director's receipt of a written request. All other full-time regular employees' leaves are granted upon written request to their supervisor or designated administrator. Employees with more than ten (10) years' service may schedule these days in conjunction with Vacation days.

**Section 15.5.7. Extended Leave.** Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an

employee may be granted an extended leave of absence, without pay, for a period not to exceed six (6) months. Upon application, the leave of absence may be extended for an additional six (6) months. This leave may also be granted when an employee's illness/injury leave is expended and the employee is not able to return to work. The employee shall retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, seniority, vacation credits and sick leave shall not continue to accrue while the employee is on leave of absence (except that seniority shall continue to accrue for employees on L&I). The employee shall have the option upon their return to resume the position they held when the leave began, unless the position no longer exists. The employee granted a leave of absence for a specific amount of time will be expected to remain on leave for the term granted.

**Section 15.5.8. Jury Duty and Court Appearance Leave.** Leave of absence shall be authorized for jury duty or under subpoena as a disinterested witness in court. ~~The employee's salary while absent will be subject to deduction of the amount he/she receives for Jury service or witness fee as certified by a responsible court officer. The employee shall return to work at any time the employee is released from attendance in court. Employees may be required to show proof of service.~~

**Section 15.5.9. Leave Sharing.** Consistent with RCW 28A.400.380 and WAC 392-126, a leave sharing program is established as follows:

**Section 15.5.9.1.** A District employee is eligible to receive donated leave if:

- (a) the staff member suffers from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused, or is likely to cause, the staff member to (a) go on leave without pay status; or (b) terminate his/her employment;
- (b) The staff member's absence and the use of shared leave are justified;
- (c) The staff member has depleted, or will shortly deplete, his/her Annual leave and sick leave reserves;
- (d) The staff member has abided by District rules regarding sick leave use; and
- (e) The staff member has diligently pursued and found to be ineligible To receive industrial insurance benefits.

**Section 15.5.9.2.** 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.

**Section 15.5.9.3.** 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 work days remaining in the current school year. In the event that the condition requiring the employee's absence continues beyond the current school year, the employee shall not receive a total of more than 261 days of leave.

**Section 15.5.9.4.** District employees may donate leave as follows:

**Section 15.5.9.4.1.** An employee who does not earn annual leave (vacation) and who has accrued sick leave balance of more than ~~sixty (60)~~ twenty-two (22) days may request that the Superintendent or designee transfer a specified amount of sick leave to another staff member authorized to receive such leave. A staff member ~~may request to transfer no more than six (6) days of sick leave during any twelve (12) month period,~~ and may not request a transfer that would result in an accrued sick leave balance of fewer than ~~sixty (60)~~ twenty-two (22) days. Employees who accrue vacation must transfer vacation days prior to sick leave days. Sick leave as defined in RCW 28A.400.300 means leaves for illness, injury and emergencies.

**Section 15.5.9.4.2.** The number of leave days transferred shall not exceed the amount authorized by the donating staff member.

**Section 15.5.9.5.** The value of any leave transferred under this policy which remains unused shall be returned at its original value to the staff member who donated the leave. To the extent administratively feasible, the value of unused leave which was transferred by more than one staff member shall be returned on a pro-rate value basis.

**Section 15.6. Medical Benefits.** Health benefits in the amount provided from the State for each employee minus the carve-out for retired members will be passed on to employees in the proportion of their full-time equivalency (based on 1440 hours per year). The district will provide up to ~~\$55~~ \$75 per month for the duration of this Agreement of the HCA carve out. Additionally, the District shall provide an additional ~~\$7~~ \$14 per month per FTE to medical benefits \$7 of which is provided pursuant to sections 15.8 and 15.9. If any funds remain after pooling for basic benefits at the end of the contract year, those funds must be carried over to the next contract year benefit pool or equally divided between all employees in the unit and may be used for optional benefit plans.

**Section 15.6.1.** The monthly premium may be used to provide the "Basic Benefit" programs as provided by the District.

**Section 15.6.2.** Members of the Union will receive from the District a written statement of premium costs annually, no less than ten (10) working days prior to enrollment period deadline.

**Section 15.6.3.** A paraeducator hired to work with a specific student only when the student is at school shall have his/her benefits based on the posted weekly hours of work.

**Section 15.7. Uniforms.** Coveralls for maintenance and custodial employees will be furnished by the Employer when requested in writing.

**Section 15.8. Training Fund.** The District shall provide an annual budget of at least \$2,500 for the training and professional development of members of this bargaining unit. Such funds shall be available for the cost of registration, materials, travel and employee time involved in a training or professional development opportunity as forwarded with recommendation by the employee's administrative supervisor and approved by the Superintendent or designee. For the duration of this Agreement, the District shall suspend the training fund and instead contribute \$5 per month per FTE additional toward medical benefits in section 15.6.

**Section 15.9 Employee Assistance Program.** The District will provide an employee assistance program that includes at least three visits per employee annually. For the duration of this Agreement, the District shall suspend contributions to the EAP program and instead contribute \$2 per month per FTE additional toward medical benefits in section 15.6.

## ARTICLE 16- WAGES AND PAYROLL

**Section 16.1. Wages.** For the 2015-2016 work year wages shall be increased as shown in Appendix G of the agreement (the salary schedule has been modified by adjusting the experience steps, and the 2015-2016 state COLA of 3% is included). For the 2016-2017 work year wages shall be increased by the 2016-2017 state COLA of 1.8%. For the 2017-2018 and 2018-2019 work years ~~duration of this agreement~~, the wage rates from the previous school year shall be increased by the Initiative 732 COLA or other classified staff funding formula increase applicable on a statewide basis which is identified and funded in the state appropriations act. In 2017 there shall be a limited reopener to adjust wages as necessary consistent with the District's midpoint analysis, as follows:

- a. School districts in Clark and Cowlitz counties, except those five times larger than Woodland School District or less than one-fifth the size of Woodland School District (excludes Battle Ground, Evergreen, Green Mountain and Vancouver) shall be used for comparison.
- b. Salary schedules for paraeducators, food services employees, maintenance employees, custodians, and technicians shall be collected from each district for the current work year.
- c. The starting wage rate and the highest regularly available rate (not including training or certification stipends) for paraeducator, program specialist, cook, head cook, custodian, grounds, lead maintenance, HVAC technician, Technician I, Technician II and Technician III shall be averaged to establish a mid-point salary for each position for each comparison district. The security position will be reviewed; if the duties or minimum qualifications have not substantially changed, the position will continue to be analyzed with the program specialist position. If the duties or minimum qualifications have substantially increased, the position will be compared with like positions in the comparison districts.
- d. The median of the midpoint salaries for all comparison districts shall be established for each position.
- e. The Woodland School District salary for each position shall be set for the 2017-18 and 2018-19 work years at the higher of the current rate (including state pass-through for the upcoming work year, if any), or the nearest 0.5% above the median rate, plus pass-through, if any. That percentage is applied to the first step for each position and proportional increases will be made to subsequent steps based on the structure of the salary schedule.

Substitutes shall receive the base wage rate for the position being filled.

Employees shall be paid at the hourly rates provided in Exhibit G. Movement to the next step on the wage schedule shall be effective on September 1 ~~or February 1~~ of each school year. Employees eligible for increment movement based on years of experience and hired on or before June 30 ~~January 31~~ of a year

shall be granted movement on the wage schedule on the September 1 of that school year. ~~Employees eligible for increment movement based on years of experience and hired after January 31 of a year shall be granted movement on the salary schedule on the February 1 of that school year.~~

Employees who transfer to other classifications shall retain their District longevity step placement on the wage schedule above.

**Section 16.2. 12 Paychecks.** Employees shall receive twelve (12) paychecks per year. Computation will be the number of work days in the year (including holidays) figured at the employee's daily rate. Any overtime or adjustments to the daily hours will be adjusted during the month worked. Employees hired prior to July 1, 2012, who did not receive twelve (12) paychecks per year, may make a one-time election to continue to receive ten (10) equal paychecks per year in lieu of twelve (12) paychecks.

**Section 16.3. Summer Medical Premiums.** The District will offer the nine month employees the option of requesting the District withhold a portion of their pay from the ten checks received to cover the medical premiums for the two summer months when no checks are received by the nine month employees.

**Section 16.4. Apprenticeship Program.** Participation in the Apprenticeship Program shall be strictly voluntary and available to all SEIU classified employees. The District will reimburse all tuition, books and fees. Upon satisfactory completion of the program the individual shall receive an extra ~~forty cents (\$0.40)~~ seventy cents (.70) per hour.

**Section 16.5. New Positions.** Whenever any employee not mentioned in the classifications herein, but coming under the jurisdiction of the Union, or it is determined that the Union represents them, that within ten (10) 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 this Agreement and attached as a supplement to this Agreement.

**Section 16.6. Out of Class Pay.** When a custodian or grounds person ~~assumes~~ is authorized by the Superintendent or Designee District or Director of Maintenance to perform the day to day tasks and responsibilities of the Director of Facilities and Safety Services Maintenance for a full day or longer in the Director's absence, the employee shall be paid an additional ~~\$1 (one dollar)~~ \$3 (three dollars) an hour. The employee has the responsibility to call a sub and cover his/her regular duties, consistent as per other sections of the Contract. The employee's responsibilities include limited supervisory duties to direct the work force.

**Section 16.7. Rate of Pay, Based on Total Years Service.** ~~Employees who transfer to other classifications shall retain their longevity step placement on the wage schedule.~~

**Section 16.8. Certification Pay.** Upon completion of industry-standard certifications that correlate with current or future requirements of the District Technology Department as determined by the District Technology Director and a representative of the District Human Resources Department, Technology Assistants shall receive an extra \$.25/hour for one certification, \$.50/hour for three certifications, \$.85/hour for five certifications and \$1.35/hour for seven certifications. These premiums shall be applied to employee rates on September 1 of each year.

**Section 16.9. Payday.** Employees shall be paid on the last business day of each month. Employees shall be notified annually of the paydays for the coming school year.

**Section 16.10. Direct Deposit.** For employees hired after September 1, 2005, monthly pay warrants shall be directly deposited into a bank account identified by each employee. Employees hired prior to September 1, 2005, shall have the option of receiving a paper version of the monthly pay warrant or directly depositing



such pay warrant into a bank account.

**Section 16.11. Timesheets.** Alterations to timesheets that have already been signed will not be made without notification to the employee. Both the employee and administrator will initial and date all changes.

**Section 16.12.** When an employee is asked to work on a committee to develop or implement a grant proposal, upon the Union's request, the District will meet with the Union to determine whether the work should be paid at the employee's regular hourly rate or a special rate negotiated for that specific project.

#### ARTICLE 17- DURATION OF AGREEMENT

**Section 17.1.** This agreement, as ratified, shall remain in effect until August 31, ~~2015~~ (2019), but Article 15, Section 6 (Medical Benefits) may be reopened for negotiations annually upon request of either party in order to comply with changes mandated by state/federal law only.

**Section 17.2.** This Agreement represents the entire Agreement between the Board and the Union and supersedes all prior agreements and cancels all previous written agreements between the parties and shall become of full force and effect until midnight, August 31, ~~2015~~ (2019).

Agreement shall remain in full force and effect. The parties further agree that this Agreement may be reopened by either party upon thirty (30) days written notice only for negotiations and agreement regarding the provision(s) invalidated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this 5<sup>th</sup> \_\_\_\_\_ day of ~~November, 2012.~~ \_\_\_\_\_, 2016.

FOR THE DISTRICT

FOR THE UNION

By

By

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DRAFT

**\*\*\*We will submit an  
updated Membership  
Card as Exhibit A**

DRAFT

**EXHIBIT B- GRIEVANCE FORM A**

FORMAL GRIEVANCE PRESENTATION (Step 2)

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

EMPLOYEE \_\_\_\_\_ DATE OF SUBMITTAL, \_\_\_\_\_

UNION REPRESENTATIVE  
OR DESIGNEE \_\_\_\_\_ DATE OF PRESENTATION  
TO IMMEDIATE SUPERVISOR \_\_\_\_\_

WORK LOCATION \_\_\_\_\_ SUPERVISOR \_\_\_\_\_

STATEMENT OF GRIEVANCE (**Please include: Facts on which the grievance is based, reference to the specific terms of the Agreement which have been violated, issues involved, and the remedy sought.**)

DRAFT

\_\_\_\_\_  
Signature of Employee or Union

\_\_\_\_\_  
Date

(Disposition of grievance is on the reverse side.)

**EXHIBIT C- GRIEVANCE FORM C**

**NOTIFICATION OF APPEAL**

(Step 4)

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

EMPLOYEE \_\_\_\_\_ DATE OF SUBMITTAL  
(TO Superintendent for board) \_\_\_\_\_

UNION REPRESENTATIVE  
OR DESIGNEE \_\_\_\_\_

WORK LOCATION \_\_\_\_\_ SUPERVISOR \_\_\_\_\_

**STATEMENT OF GRIEVANCE**

(Please include: Facts on which the grievance is based, reference to the specific terms of the Agreement allegedly violated, issues involved and the remedy sought.)

Date \_\_\_\_\_ Grievant Signature \_\_\_\_\_

Union Representative \_\_\_\_\_

## **EXHIBIT D- WHAT DOES "JUST CAUSE" MEAN?**

The concept of 'just cause,' referenced in Section 4.1, requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators have articulated many definitions and explanations of "just cause" over the years, including, but not limited to the following tests:

1. Did the employer give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?
2. Was the employer's rule or managerial order 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 or proof that the employee was guilty as charged?
6. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree of discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his or her service with the employer?

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

## **EXHIBIT E- WHAT IS THE "WEINGARTEN RIGHT"?**

The "Weingarten right," referenced in Section 4.3, requires that an employee be given the opportunity to have union representation at an employer's investigatory interview pertaining to the discipline, discharge or suspension of that employee. This rule recognizes that the presence of an able union representative at an investigatory interview may assist the employer in obtaining facts, and may help both sides save valuable time in getting to the bottom of the issue. This opportunity includes the following principles:

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

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

## **EXHIBIT F- WHAT IS THE "LOUDERMILL RIGHT"?**

The "Loudermill right," referenced in Section 4.4, is a constitutional right to fundamental fairness in proceedings relating to the discharge of public employees. The Loudermill right requires that public employees with a property interest in continued employment be afforded the following elements of due process prior to termination:

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

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

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



**EXHIBIT G — WAGE SCHEDULE (2012-13)**

<b>Years:</b>	<b>1</b>	<b>2-4</b>	<b>5-7</b>	<b>8-10</b>	<b>11-13</b>	<b>14-16</b>	<b>17-19</b>	<b>20-22</b>	<b>23-25</b>	<b>26+</b>
<b>Paraeducator</b>										
Paraeducator <sup>1, 4</sup>	\$12.72	\$13.36	\$14.02	\$14.38	\$14.74	\$15.01	\$15.28	\$15.55	\$15.81	\$16.06
CAD Assistant	\$14.18	\$14.88	\$15.62	\$16.03	\$16.43	\$16.72	\$17.04	\$17.31	\$17.57	\$17.82
Career Guidance Assistant	\$14.18	\$14.88	\$15.62	\$16.03	\$16.43	\$16.72	\$17.04	\$17.31	\$17.57	\$17.82
<b>Food Service</b>										
Cook <sup>2</sup>	\$12.12	\$12.73	\$13.40	\$13.74	\$14.07	\$14.33	\$14.73	\$14.99	\$15.26	\$15.51
Head Cook	\$13.92	\$14.61	\$15.35	\$15.71	\$16.09	\$16.40	\$16.68	\$16.94	\$17.21	\$17.46
<b>Custodial/Grounds/Maintenance</b>										
Custodial/Grounds	\$15.05	\$15.80	\$16.62	\$17.02	\$17.47	\$17.74	\$18.01	\$18.27	\$18.54	\$18.79
Lead Grounds	\$15.64	\$16.36	\$17.20	\$17.61	\$18.04	\$18.33	\$18.59	\$18.85	\$19.12	\$19.37
Maintenance	\$15.64	\$16.36	\$17.20	\$17.61	\$18.04	\$18.33	\$18.59	\$18.85	\$19.12	\$19.37
<b>Technology</b>										
Technology Specialist <sup>3</sup>	\$15.89	\$16.64	\$17.42	\$17.85	\$18.27	\$18.52	\$18.78	\$19.04	\$19.31	\$19.56
Programmer/Web Developer	\$21.87	\$22.89	\$23.97	\$24.56	\$25.15	\$25.49	\$25.85	\$26.11	\$26.37	\$26.62
<b>Security</b>										
Security	\$14.18	\$14.88	\$15.62	\$16.03	\$16.43	\$16.72	\$17.04	\$17.31	\$17.57	\$17.82

<sup>1</sup>Add \$1/hour for any paraeducator position that requires a second language

<sup>2</sup>Head Cook receives an additional 2%

<sup>3</sup>Technology Specialists:

1-Certification+ \$0.25/hour

3-Certification+ \$0.50/hour

5-Certification+ \$0.85/hour

7-Certification+ \$1.35/hour

<sup>4</sup>For the 2012-12 school year, the High School Library paraeducator position shall receive a \$0.88 premium per hour, unless mutually agreed to by the District and Union to continue for the duration of this Agreement