

## Woodland-SEIU Running TA List

August 26, 2015

U-1. TA 5/21/15—Amend §2.3 (page 2) as follows:

### **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.

U-2. TA 5/21/15—Amend §3.5 (page 3), as follows (note, conform with D-2):

### **Section 3.5. Steps.**

**Section 3.5.1. Step 1.** Discuss the problem with the immediate supervisor, within 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 union officer or shop steward. 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 parting incurring them.

U-3. **TA 8/13/15**—*Amend § 8.1 (page 7) as follows:*

**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.

U-6. **TA 8/13/15**—*Amend §12.11 (page 11) as follows:*

**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 ~~calendar~~ working days from the time of promotion.

U-7. See D-11 TA.

U-8. TA 8/13/15—Amend § 13.4 (page 13) as follows:

**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 a their classified rate.

U-9. See D-11 TA.

U-10. TA 5/21/15—Amend §14.1 (page 14) as follows:

**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), and/or fire 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.~~

U-11. TA 12/9/15—Amend § 13.6-9 as follows:

**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 ~~\$75~~ \$55 per month for the duration of this Agreement of the HCA carve out. Additionally, the District shall provide an additional ~~\$14~~ \$7 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 15.8. 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.

U-12. **TA 8/13/15**—*Amend § 11.5 (page 9) as follows:*

**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.

U-14. **TA 8/13/15**-- *Amend Section 16.6 (page 21) as follows:*

**Section 16.6. Out of Class Pay.** When a custodian or grounds person ~~assumes~~ is authorized by the Superintendent or Designee ~~District or the Director of Maintenance~~ to perform ~~assigned~~ 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.

U-15. **TA 12/9/15**—*Amend § 16.4 (page 21)*

**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 seventy cents (\$0.70) ~~forty cents (\$0.40)~~ per hour.

U-17. **TA, 10/21/15**—*Amend § 7.1 (page 6) as follows:*

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

The Employer will notify the Union as 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 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 or 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.).

U-18. **TA 10/21/15**—*Amend Sections 10.1 and 2 as follows:*

**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.

U-19. TA 8/13/15-- Amend Section 14.4 (page 15) as follows:

**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.~~

U-20/D-3&4. TA 10/21/15—Amend Art. 5 as follows:

**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 or 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 5.5.3.** 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 to 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.

UW-1/D-16. TA 12/9/15—Amend Section 16.1 as follows:

**Section 16.1. Wages.** For the 2015-16 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 2015-16 state COLA of 3% is included). For the 2016-17 work year wages shall be increased by the 2016-17 state COLA of 1.8%. For the 2017-18 and 2018-19 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.

D-1. **TA 5/21/15--Amend Section 2.2 (page 2) as follows:**

**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.

D-2. **TA 8/13/15--Amend Section 3.1.2 and 3.5.1 to match the timeline in Section 3.4 as follows (and conform to U-2):**

**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) fifteen (15) working days following the date of the incident.~~

**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 1 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 3.5.1. 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.

D-3. See U-20 TA.

D-4. See U-20 TA.

D-5. TA 8/13/15--*Fix typo in 9.4 (page 7) as follows:*

**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.

D-6. TA 710/15-- *Amend Sections 11.1 and 15.3.1 as follows:*

**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 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.

D-8. TA 7/10/15--*Fix the typographical error in Section 12.5.5 (page 9) as follows:*

**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.

D9. TA 7/10/15--*Amend Section 12.6 and delete Section 12.6.1 (page 10) as follows:*

**Section 12.6. Postings and Promotions.** New positions or vacancies shall be ~~posted for e-~~mailed to all 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.

~~**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.~~

D-10. *Amend Section 13.5.3 (page 13) as follows:*

**Section 13.5.3.** For all employees a two (2) hour minimum work period shall be guaranteed for call-out or 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.

D-11. **TA 10/21/15** *Delete Section 13.5.4 (page 13) as contradicting Section 12.14:*

~~**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.~~

*And Amend Section 12.14 (page 12) as follows:*

**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.

D12. **TA 7/10/15--***Amend Section 15.4.3 (page 17) as follows:*

**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.

D13. **TA 7/10/15--***Fix the missing word in Section 15.5.1 (page 17) as follows:*

**Section 15.5.1. Illness, Injury, Emergency Leave.** Illness, injury, 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, emergency leave hours will be shown monthly on the employee's payroll statement.

D14. TA 7/10/15--Update Section 15.5.9.4.1 (page 19) 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.

D15. TA 7/10/15--Amend Section 15.5.8 (page 19) as follows:

**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.

D17. TA 7/10/15--Delete Section 16.7 per 2012 MOU:

~~**Section 16.7. Rate of Pay. Based on Total Years Service.** An employee's rate of pay on the Wage Scale, shall be determined by total years service within the relevant job category.~~

D-18. TA 8/26/15--Amend §§ 17.1 and 17.2 (page22) as follows:

**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.

D19. TA 12/9/15—Reclassification MOU embedded in Art. XI:

**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.

Delete §§ 13.6 and 13.7.

D21. *Add "Custodial Assistant" classification to Exhibit G at \$11.00 per hour per MOU.*

**TA 12/9/15--Amend § 12.12 as follows:**

**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 12.12.5.** 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 a reasonable effort has been made to reach members on the list or the list is exhausted.~~

D23. *TA 7/10/15 Delete "CAD Assistant" and "Career Guidance Assistant" and add "Program Specialist" to Exhibit G per 2015 MOU.*

D24. *TA 7/10/15 Delete footnote from Exhibit G.*