

LA CENTER SCHOOL DISTRICT #101

# SEIU 925 NEGOTIATED AGREEMENT

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DRAFT 2022-2025

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Exhibit A – Hourly Wage Scale

Exhibit B – Employee Evaluation

Exhibit C – Notification of New Hires, Promotions, Layoffs or Terminations

Exhibit D – **Letters of Understanding**

**(1) VEBA I, renewed annually (Until December 31, 2019)**

**(2) MOU VEBA Contributions III, renewed annually**

Exhibit E – Employee Grievance Form

## **Agreement**

THIS AGREEMENT, made and entered into by and between LA CENTER SCHOOL DISTRICT NO. 101, of La Center, Washington, hereinafter referred to as the "employer," and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 925, hereinafter referred to as the "union."

## **Witnesseth**

That the parties agree that it has been and will continue to be in their mutual interest and purpose to promote systematic and effective employee-management cooperation; and that they will confer and negotiate in good faith with respect to grievances and collective negotiations on personnel matters including wages, hours and working conditions, as outlined in Chapter 41.56 RCW, and will further promote effective methods for the prompt adjustment of differences.

### **ARTICLE 1: Union Recognition and Coverage**

Section 1. The union is hereby recognized as the sole and exclusive bargaining representative for all classified employees of the employer, except employees in the district office.

Section 2. All work to be performed in the jurisdiction of this union shall be performed by members ~~in good standing~~ of this bargaining unit except for emergencies or other conditions agreed to between the union and the employer. Services provided by the Job Corp or other Federal programs will not reduce the work opportunities of regular employees.

Section 3. It is further agreed that supervisory personnel who engage in the process of written evaluations shall be excluded from this Agreement.

### **ARTICLE 2: Union Membership, New Employee Orientation and Information Requests**

New Employee Orientation: The Union designee will have thirty (30) minutes to meet with a new employee within the first ~~week~~ forty-five (45) working days of employment. The new employee will be compensated for the 30 minute orientation.

#### Section 1. Public Disclosure Requests

The District agrees to notify SEIU Local 925 and the affected employee(s) when it receives a request for records or information containing personal information of, or pertaining to, bargaining unit members unless there is an available exemption that would protect the personal information from disclosure. The District shall provide such notice as soon as possible upon

receiving the request, but in no event less than 14 calendar days before the intended release date.

Notice will include:

- A copy of the request;
- A general description of the responsive records;
- The actual date the employer intends to produce the records unless it is served with a signed court order preventing disclosure.

Personal information includes any of the following, but is not limited to: residential address, residential telephone numbers, personal wireless telephone numbers, GPS or similar location coordinates, personal electronic mail addresses, social security numbers, driver's license numbers, dates of birth, work phone number, work email, work location, names of family members (including dependents and domestic partners), seniority date, union membership status.

### Section 2. District Neutrality on Membership

The District shall remain neutral on the issue of union membership and respect all employee's decision to join and maintain membership in SEIU 925. All bargaining unit employees shall have the option of joining and maintaining membership in the Union upon employment with the District.

### Section 3. Union Membership Rescission

Union members requesting to rescind membership and membership rights in the Union shall make such request in writing to SEIU 925, following the SEIU 925 membership procedures. Providing such procedures have been met, SEIU 925 shall inform the District of such employee's non-member status.

### Section 4. Agency Fee Restoration Contingency

In the event there is a change in law or holding by a court of competent jurisdiction that allows for the withholding of dues or an equivalent fee as a condition of employment, the Union and District agree to restore the union security and dues deduction provisions.

## **ARTICLE 3: Authorized Deductions**

Section 1. The employer agrees to deduct monthly union dues ~~and initiation fees~~ from the wages of employees who voluntarily request in writing their deduction. Any employee who wishes to have his/her union dues ~~and initiation fee~~ deducted shall sign a form in accordance with the form as provided by the union. When filed with the employer, the form will be honored in accordance with its terms.

Section 2. Upon issuance and transmission of a check to the union, the employer's responsibility shall cease with respect to deductions covered thereby. The union hereby

undertakes to indemnify and hold the employer harmless from all claims against it for or on account of any deduction made from the wages of any employee.

Section 3. Each month the Employer shall provide the Union 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 deduction list and COPE deduction list and list all workers who have had union dues and COPE deductions for the month in payment. On this list the following will be included: First name & last name, dues deduction amount and COPE deduction amount per pay period.

#### **ARTICLE 4: Right of Access, Bulletin Boards, Meetings**

Section 1. 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; provided, however, that no interference with the work of employees shall result and such right of entry shall at all times be subject to general rules applicable to non-employees, and approval from the appropriate administrative or supervisory office be obtained by the business representative before he/she **employee representative** contacts an employee at work.

Section 2. The employer agrees to provide bulletin board space, a section labeled "SEIU Local 925," for the posting of official union notices, which shall be signed by a responsible agent of the union.

Section 3. Upon the request of the union or by a member thereof, a suitable meeting room shall be provided by the employer for union business.

Section 4. The union shall designate a representative (and an alternate) to the District Safety Committee. The district shall not incur the requirements to pay the union representative if the Safety Committee meetings are conducted outside regular work hours.

#### **ARTICLE 5: Management Rights**

It is expressly agreed that all rights which ordinarily vest in and have been exercised exclusively by the employer, except those which are clearly and expressly relinquished within any written Agreement by the employer, shall continue without prior negotiations with the established representative group either as to the taking of action under such rights or with respect to the consequences of such action. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control the district, its facilities, its operations, and to direct the working force and affairs of the district.

2. Continue its rights of assignment and direction of work to all of its personnel, and hours of work and starting times and scheduling of the foregoing, and the right to establish, modify, or change any work or business or school or days.
3. The right to direct the working force, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and lay off employees.
4. Determine the service, supplies and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operational production, the means, methods, and processes of carrying on the work including contracting out or automation thereof or changes therein; provided, however, that if the employer's production standards are unreasonable, the established representative group shall have recourse to the procedures as provided for within any written agreement.
5. The union recognizes the exclusive right of the district to establish policies, rules, and procedures.
6. The district has the exclusive right to schedule overtime work as required in the manner most advantageous to the district, commensurate with the applicable provisions of this Agreement.

The district will give first consideration, when appropriate, to senior employees for overtime work. (Appropriate factors are distance from job site, knowledge of work to be performed, and work within the job classification).

7. It is understood by the parties that every duty connected with operations enumerated in job descriptions is not always specifically described, and it is intended that all such duties be performed by the employee.
8. The district reserves the right to discipline and discharge for cause. The district reserves the right to lay off employees who are members of the union.
9. The employer shall retain all rights and authorities to which by law it is entitled.

## **ARTICLE 6: Nondiscrimination**

Section 1. The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, sex, age, marital status, sexual orientation, gender expression or identity, honorably discharged veteran or military status, status as a

mother breastfeeding her child, or the presence of any disability except as required in accordance with this Agreement or as otherwise provided by law.

Section 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 be conducted during working hours or be allowed to interfere with the educational process or productivity of employees of the District conduct of the employer's operation. Shop Stewards, however, may present grievances during working hours provided they do not interfere with the employer's operations. When meetings are scheduled during the workday, Union officers and stewards are allowed to represent employees and present grievances to the District without loss of time or pay.

## **ARTICLE 7: Job Descriptions and Written Evaluations**

Section 1. The composite of all current job descriptions shall be maintained as an Addendum to the Agreement. To accommodate changing job descriptions, copies of this Addendum shall be available to employees at each school location. A complete file of job descriptions shall be maintained by the District. Employees may access a printable copy of any job description via the District's website.

Section 2. Regular Job Description Review Committee

The District will complete job description reviews on a regular basis or when a position becomes vacant. Under this specific contract, the district will complete the current endeavor to review of all job descriptions prior to January 1, 2023. Review and updating of the job descriptions will be accomplished by the District and will include receiving input from current employees performing the job, a representative from Union leadership, and the District. Job duties, qualifications, skills and abilities required for the position, essential functions of the job, and other relevant issues regarding the job description shall be determined by the District, and reviewed and updated as needed. Any significant change in essential duties, as deemed by either party, will initiate the need to bargain the impacts of those changes.

Section 3. The employer shall conduct written evaluations of the employee at the end of said employee's probationary period and at least once annually thereafter. The evaluation shall be done by the school or department administrator with input from the employee's immediate supervisor. Said evaluations will be in accordance with "Exhibit B" attached hereto and by this reference incorporated herein.

Section 4.

A. An employee whose performance has been found unsatisfactory or in need of improvement as determined by their supervisor in their year-end evaluation may be placed on a plan for success. The plan shall state specific concerns regarding the performance issues and the remedial action required by the employee to resolve the performance concerns. If it is

determined that specific remedial training or other assistance or accommodations are required as an aid to resolve the performance issues, these will become part of the plan for success. The employee's performance shall be reviewed in a conference with the employee, a representative of the union, and the immediate supervisor every 30 days or as needed, until such time as the performance issue(s) are remedied. If the employee is unable to successfully complete components of the plan and it becomes a disciplinary issue instead, the district may pursue progressive discipline.

B. Performance issues identified at a time outside the yearly evaluation that warrants a plan for success shall be handled in the same manner identified in Section 4 (A).

C. Performance issues that are satisfactorily remedied shall be noted in an updated evaluation.

D. Attendance issues that involve approved medical leave, FMLA, work days when an employee substitutes for another employee, or other employer approved absences, shall not be noted negatively on an employee's evaluation or used as a basis for a plan for success.

## **ARTICLE 8: Notification of Hiring, Layoffs, Terminations, Promotions, and Vacancies**

Section 1. The employer will notify the union on a form attached hereto and marked "Exhibit C" of all hiring, layoffs, status changes, and terminations from the payroll, and promotions of employees subject to this Agreement, together with the reason and dates for any status changes and termination.

Section 2. The employer agrees to notify the union immediately when job vacancies occur in accordance with "Exhibit C."

Section 3. In the event there shall be layoffs of classified employees, the district shall notify the employees of the layoff date as soon as possible.

Section 4. The employer shall, by September 15<sup>th</sup> of each year and again by March 15<sup>th</sup> of each year, send to the union an electronic list of the following information in spreadsheet form:

New hires. (Workers who are newly hired or newly union eligible). The list shall include first and last name, home address, personal phone number and email addresses, work email and work phone number, job classification/title, department, pay location/work site, date of hire, FTE status, and rate of pay.

Terminations. (Workers who have separated or who have been terminated). The list shall include first and last name and separation or termination date.



Status changes. (Workers who have changed status, meaning they have moved out of unit, been 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). This list shall include: First and last name, home address, work email, the date that the status changed, and the reason for their change of status.

## **ARTICLE 9: New Classifications**

Section 1. In the event the employer creates a new job title or substantially alters the ~~contents~~ ~~duties~~ of an existing job within this bargaining unit, **the employer shall notify the business representative of the union of the wage rate and attach a copy of the new job description and the parties will bargain any impacts of the changes.**

Section 2. Should the union not be satisfied with the wage rate because it is not in line with the other jobs in the wage schedule, the union may request a meeting within fifteen (15) days of the employer's notice, to negotiate.

Section 3. Should the parties not be in agreement within thirty (30) days of the employer's notice, the union may waive the dispute or exercise its rights under the grievance procedure.

## **ARTICLE 10: Classes of Employees**

Section 1. A full time employee means an employee who is on a regular budgeted position and whose work schedule is intended to be eight (8) hours per day, forty (40) hours per week, two thousand eighty (2080) hours per year.

Section 2. A regular part time employee is one who is regularly employed for less than forty (40) hours per week throughout the year, or functions only part of the year.

Section 3. A temporary employee (who is not a regular employee) is one who is employed for a ~~short duration~~ **specific purpose**, no longer than ~~90~~ **forty-five (45) working** days, **and** for whom employment terminates upon completion of the task.

**(Sentence moved to Article 11 Section 5)**

Section 4. A substitute employee is one employed on an intermittent basis **to fill a position occupied by a regular employee during said employee's absence.**

Section 5. Substitute employees shall not gain seniority until they become a regular employee. Substitute employees shall be paid at the probationary rate for the position in which they are employed.

Section 6. The district may employ seasonal/summer help at a rate to be determined by the district.

## ARTICLE 11: Seniority

### Section 1. Definition.

A. District seniority is defined as the employee's continuous length of service with the employer, notwithstanding the provisions of Article II, Section 6.

B. Classification seniority is defined as the employee's continuous length of service within a single job classification. Provisions of Article 11, Section 6 apply.

Section 2. Classification Seniority. The employer shall provide the union representative with a list of employees in descending order according to seniority by job classification not later than September 15 of each year. The list will also note each employee's district seniority. Employees will retain classification seniority in the one classification in which they spend the majority of their time.

Section 3. Probationary Employees. There shall be no seniority among probationary employees. New employees shall be considered probationary employees until they have been in the employ of the employer four hundred eighty (480) hours or sixty (60) work days, whichever is least. At the end of such period the employee shall acquire seniority from the date hired. Time lost by a probationary employee for personal or health reasons shall not satisfy the time requirements for the required probationary period if the lost time exceeds forty-eight (48) hours or six (6) working days. The retention or termination of a probationary employee during the probationary period shall be at the sole discretion of the district and not subject to the Grievance Procedure

Probationary employees shall receive ~~at the~~ wage which is ninety percent (90%) of the Level 1 hourly wage schedule for the appropriate classification during the period of their probation, except as noted in Section 4, ~~transition wage~~.

### Section 4. ~~Transition Wage~~ Change to a Different Paying Position:

An ~~regular~~ employee who changes to a higher-paying position shall be paid ~~ninety percent (90%) of the position Level 1 hourly wage or their old rate of pay, whichever is greater, or~~ starting pay for the new position, whichever is greater, while on probation for 30 working days. ~~Following the transition period~~ After the probationary period, the employee shall be paid the position's regular pay rate ~~based on the employee's years of service~~ per the wage scale.

An employee who transfers to a lower paying position shall be paid at the new wage based on years of service, including the 30 working day probation period.

When an employee has worked the position in a temporary or substitute assignment for thirty (30) or more consecutive days within the past two (2) years, the employee shall be placed immediately on the wage scale at the regular rate of pay.

Section 5. Job Vacancies, Postings and Promotions.

Notice of position vacancies which occur within the Bargaining Unit shall be emailed to all classified employees, the Union office and to the unit president or designee.

All job openings within the bargaining unit shall be posted for a period of five (5) working days before such openings are filled and shall be posted simultaneously internally and externally.

An employee who wishes to apply for a job opening must notify the Personnel Office in accordance with specifications on the position announcement.

Job openings will be filled by the district based on seniority, experience, skills, ability, qualifications, and other relevant factors of the applicants for the positions.

The district shall consider all district applicants before other applicants. All qualified district applicants shall be interviewed and all district applicants may request to test for any open position.

Where such factors as experience, skills, ability, and qualifications are relatively equal, district seniority will govern.

Any position that may become available due to the absence (leave) of a regular employee for a period of more than thirty (30) calendar days shall be posted as a leave replacement (temporary assignment). Additionally, if the District is notified that an employee will be off for more than 30 days, the District shall not wait 30 days to post the position. The position vacated temporarily by the employee filling in for the absent employee shall be filled with a substitute. Upon return of the regular employee, the employee filling the temporary assignment will return to his/her former position.

An employee who is promoted may be returned or elect to return to the former job without prejudice within thirty (30) working days from the time of promotion. However, a voluntary change in classification made after thirty (30) working days will terminate the employee's seniority in the classification vacated.

**Specific only to paraeducators hired for a specific student, the duration of the assignment will be specifically stated in the job posting.**

Notification of job postings within the bargaining unit that occur during the summer months shall be sent to employees' school e-mail accounts unless otherwise notified by the employee of an alternate e-mail address for such notifications. Employees wishing to be notified via an

alternate e-mail address during the summer months shall notify the personnel office during the last month of each school year and shall include their alternate e-mail address for notifications.

#### Section 6. Lay-off and Recall.

In the event the employer determines that the work force must be reduced, employees will be selected for lay-off in reverse order of seniority within the classifications of eliminated positions.

When considering such lay-offs, the District shall meet with the union in a timely manner. The District provides the union with the lay-off list of employees as soon as possible. Notification to employees is by the District.

Employees who are being laid off within their classifications and who have worked successfully in another classification, or who can demonstrate the necessary skills and abilities to work in another classification, may "bump" into the lower classification. An employee will be permitted to bump into a lower-paying classification only. An employee desiring to bump into a lower-paying classification may do so provided he/she **employee** can demonstrate the necessary skills and abilities and has greater district seniority than the employee being bumped. An employee who bumps into a different job classification shall have a thirty (30) calendar day qualifying trial period to demonstrate a satisfactory job performance.

After thirty (30) days if the District determines the employee's performance to be unsuccessful in that position, the employee is placed on lay-off and where timelines allow, is placed on the lay-off list for possible recall to other positions. Employees bumping into new positions shall receive 100% of the wages for that classification.

In the event that two or more employees seek placement in the same position through the bumping process, the employee with the greatest district seniority will be granted the opportunity.

Laid-off employees are placed on a District recall list for eighteen (18) months. It shall be the responsibility of the employees laid-off to keep the district advised of their current address. A laid-off employee must return to work within fourteen (14) calendar days after receipt of written notice from the District that a job is available.

While on the lay-off list, employees who formerly worked more than four (4) hours per day may refuse a call back one (1) time to a position of four (4) hours or more and may refuse a call back anytime to a position of less than four (4) hours. Employees who formerly worked four (4) hours or less may refuse a call back offer only one (1) time.

#### Section 7. Seniority Broken.

An employee's seniority shall be broken so that no prior period of employment shall be counted and seniority shall cease upon: justifiable discharge; voluntary termination; lay-off exceeding

eighteen (18) months; leave of absence exceeding twelve (12) months; or failure of an employee to work upon recall from an indefinite lay-off.

Members of the bargaining unit who leave the bargaining unit to accept a position in the district which is a non-bargaining unit position, who return to the bargaining unit position, will be credited with the seniority previously gained. Time spent in a non-bargaining position will not be counted as seniority for purposes of this Agreement.

Section 8. Seniority Tie Break. When employees have equal seniority, a drawing of straws will decide the seniority.

## **ARTICLE 12: Hours and Overtime**

### Section 1. Definition of Terms.

A. "Day" as used in this Article shall mean and consist of the twenty-four (24) hour period beginning at the time the employee commences work.

B. "Work week" shall mean and consist of the seven (7) days period beginning at 12:01 a.m., Monday.

C. "Overtime" shall mean one and one half (1 1/2) the straight-time rate and shall be computed to the nearest fifteen (15) minute interval **ahead**. ~~If the employee works less than one half (1/2) of the fifteen (15) minute interval, he/she shall receive no pay for that time.~~ **Overtime must be authorized in advance by the employee's supervisor.**

Section 2. Overtime Payment. ~~Eight (8) hours shall constitute a work day for all employees.~~ **Forty (40) hours shall constitute a work week for all employees.** Time worked in excess of eight (8) hours in a day shall ~~constitute~~ **be considered** overtime if the employee is already scheduled for forty (40) hours in a week **and the additional time on any day would cause them to exceed the forty (40) hours** and shall be paid for at the overtime rate, except as noted in Section 13 of this Article.

Section 3. Authorization of Overtime. No employee shall be allowed to work overtime unless the overtime work has been authorized previously in writing by the supervisor. Overtime is payable only when specified by the supervisor. A request to perform a job does not imply the approval of overtime when the job is not completed in the regular time. Such overtime shall be verified in writing by the supervisor on the employee's time record or by issuance of an overtime slip, in duplicate, one copy for the employee.

Section 4. Starting time, quitting time and work week shall be established for employees within the terms of this Agreement.

Section 5. Minimum Time. The employer will make a good faith effort to schedule employees for not fewer than four (4) hours per day.

When the district has unassigned hours that become available for distribution, qualified employees with less than four (4) hours per day will be given preference if their schedule will accommodate the additional hours and school district operation efficiency will not be disrupted.

Section 6. Call Back and Inclement Weather. If an employee is called out on his day off, or is called back or is otherwise required to work after having checked out and left the premises, ~~he/she~~ **employee** shall be paid at the overtime rate for all hours worked on such call back, or for a minimum of two (2) hours, at straight-time rate, whichever is greater.

In the case of inclement weather an employee may use vacation time, personal leave time, leave without pay or comp time.

Section 7. Meal Periods. An uninterrupted **unpaid** meal period of at least one-half (1/2) hour's duration shall be afforded each full time employee, to be taken at times designated by the employer. If an employee is required by the employer to work more than five (5) consecutive hours without being given an opportunity to eat, ~~he/she~~ **employee** shall be paid at the overtime rate for all time worked in excess of the first five (5) hours until such time as ~~he/she~~ **employee** is given an opportunity to eat.

Section 8. Medical Examinations. All medical examinations required by the employer shall be paid at the employer's expense and on the employer's time.

Section 9. 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, the employee shall be reimbursed in full for all costs incurred for time lost because of his/her appearance. **Employees who are plaintiffs against the District will be charged personal leave or need to take unpaid leave for any time lost on the job.**

Section 10. Change in Work Schedules. The employer shall make every effort to give at least ~~twenty-four (24)~~ **forty-eight (48)** hours' notice of any change in work schedules.

Section 11. Any employee who works at least a ten (10) hour continuous shift shall be reimbursed for a meal not to exceed ten dollars (\$10.00) and said reimbursement shall be upon receipt only.

Section 12. Rest Periods. Employees shall be allowed a rest period of fifteen (15) minutes on the employer's time, without students present, for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of the work period. Six-hour or more employees are entitled to one additional fifteen (15) minute rest period.

Section 13. Custodians will be permitted to work four ten-hour days during the summer months, Christmas break, and spring break. Article 12, Sections 2 and 11, will be waived by the union for custodians who work the ten-hour shifts during these periods of time.

Section 14. Work Week, Full-time Regular Employees. A Work Week shall consist of forty (40) hours per week. This includes the calendar days, of '261 and 262' day-year.

Section 15. ~~Temporary and Substitute Opportunities~~ for Regular Employees.

Regular employees will be considered for ~~temporary and substitute~~ **substituting temporarily in** positions provided the employee is reasonably able to perform the work and there is minimal impact upon the district operation.

When regular employees are assigned to ~~temporary~~ **substitute** positions for a period of ninety (90) consecutive working days or longer, the District will provide benefits based on the total hours worked in the ~~temporary~~ **substitute** classification. When regular employees are assigned temporary positions for less than ninety (90) consecutive working days, the District will provide benefits based on the employee's regular, not ~~temporary~~ **substitute** assignment.

Wages for regular employees assigned to ~~temporary or substitute~~ **who work** positions shall be paid per **Article 13, Section 2 of** this Agreement.

An employee temporarily performing a position of higher classification shall receive the rate applicable to such higher classification for all work performed in said higher classification. If an employee is temporarily transferred to a lower paid classification, the employee shall continue to receive his regular rate of pay. **(this section was moved from Article 13 Section 2.)**

Section 16. Hours of Work for Substitute Opportunities. The District agrees to schedule employees to work in excess of eight (8) hours a day, only for the purpose of providing substitute opportunities for regular part-time employees. Any regular part-time employee's hours shall not exceed a total of 40 hours **in a work week** unless there is a pre-approved overtime assignment.

Section 17. Distribution of Overtime for Custodians. Overtime will be distributed by campus. **The high school and the K-8 will be the designated distribution groups.**

- A. Overtime will be distributed by a seniority rotation roster on a continuous rotation.
- B. If an offer to have overtime is rejected, the employee will go to the bottom of the rotation as if they had taken the overtime opportunity.
- C. When overtime of one hour or less is a continuation of a custodian's regular work run, the overtime stays with the regularly assigned custodian.

D. Exception: When overtime results from an incomplete project and circumstances outside the ordinary, the overtime may be given to the custodian performing the tasks of the project.

Section 18. Emergency Late Start and Emergency Early Release, Regular Part-Time Employees: Regular part-time employees shall be paid for their regular work schedule on an emergency late start or an emergency early release day.

Section 19. Comp Time: At the District's discretion, a supervisor may grant compensatory time off in lieu of pay. The employer shall work with the employee in good faith to schedule the approved time off **within the current or next pay period**. Compensatory time for hours in excess of ~~eight (8) hours in one day or forty (40) hours in a week,~~ **shall be credited as 1 ½ hours comp time for each hour of work performed,** ~~whichever is applicable (ref. article 12, sections 1, 2 and 13) shall be compensated as overtime.~~ Accumulated comp time **not used during the current or next pay period** shall be cashed-out ~~at the end of the fiscal year~~ **in the following pay period at the employees regular wage rate.**

### ARTICLE 13: Wages

#### Section 1.

**The Union and District shall negotiate any and all general increase in wages received from the state for classified employees, to include but not limited to the amount of funding increase in the final State budget for K12 classified staffing. Understanding that the apportionment may not cover the actual cost of all classified employees salaries, the funding required for any classified position or benefit that necessitates partial or full funding by local funds shall also be open for negotiations.**

**These wage increases shall be added to the wage scale and the revised wage scale attached to the contract.**

- ~~• Year 1 5% (includes IPD)~~
- ~~• Year 2 IPD or 2% whichever is greater~~
- ~~• Year 3 wage opener~~
- ~~• Wage study of high needs paraeducators to be completed and implemented by January 1, 2020~~

Longevity wage increases shall be given to all employees as follows:

1 year	2%
3 years	2%
5 years	2%
10 years	4%
15 years	2%
20 years	2%
25 years	2%



Longevity with the District for the purpose of wage increases is determined as follows:

1. Whatever year an employee is hired in is their “anniversary” year, regardless of month or day.
2. August 11<sup>th</sup> of the *following year* will be their first year anniversary.
3. August 11<sup>th</sup> of each consecutive year will mark another anniversary.
4. Longevity increases will be calculated on August 11<sup>th</sup> of the year each 2% or 4% category is reached and will be effective with the September payroll.

**WAGE SCALE:**

Paraeducator I: Any hours worked as part of the general education, Resource Room, Title or LAP programs.

Paraeducator II: Any hours worked within either the ALC or SLC programs.

2022-2023 The following wage adjustments will be made to the salary schedule retroactive to September 1/August 11, 2022.

- Custodial = 6.5%
- Food Service = 6.5%
- Library/Media = 6.5%
- Para I = 6.5%
- Para II = 7%
- Secretaries/office staff = 8.5%
- Technology = 14.5%

Maintenance/Grounds – maintain \$1.80 differential above Custodial

Playground Monitor/Support Aide/Mail Delivery Maintain differential below para.

For 2023-2024 and 2024-2025, the parties shall meet to bargain wages for all classified employees within 60 days after the 2023 State Legislature has determined the state inflationary adjustment or classified employee salary increases for these years.

Attached hereto and made a part hereof and marked “Exhibit A” is the wage schedule for regular hourly rates for all employees covered by this Agreement. These wages are effective August 11<sup>th</sup> of each year.

~~Section 2. Temporary Transfer. An employee temporarily performing a position of higher classification shall receive the rate applicable to such higher classification for all work performed in said higher classification. If an employee is temporarily transferred to a lower paid classification, the employee shall continue to receive his regular rate of pay.~~

**Moved to Article 12 Section 15. All remaining sections will be renumbered.**

~~Section 3. Required Training. All employees who are required by the employer to participate in special training programs, meetings, and other school functions shall be paid at the regular rate of pay. The District shall provide employees and the Union a list of required classes by~~

~~October 15 in 2019, and by September 15 of each subsequent year, including the dates and times of the trainings for the school year.~~

~~Paraeducator training required by the State of Washington that commences the 2019–2020 school year shall be provided during regular school hours and/or on late arrival days.~~

During the contract year, if paraeducators are required to attend training outside of their normal work schedule or on days other than early release or late student arrival, the District will notify the Union and the employees at least 30 days in advance of the training.

When training will take place prior to the start of the subsequent school year, the District will notify the Union and the employees prior to the end of the current school year or upon confirmation of the training schedule. The District will make every attempt to offer make up time for summer trainings as necessary. The make up time will be scheduled through their supervisor.

Required trainings outside the regular work schedule shall be within the scope of the Washington State Professional Educators Standards Board Fundamental Course of Study.

Whenever possible, paraeducators shall be given an opportunity to provide input to the District on topics that are relevant to their paraeducator duties and/or assignments and within the scope of the training.

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

Section 4. Travel Reimbursement. Employees required by the superintendent or his/her designee to use their personal vehicles for travel shall be reimbursed at the current IRS per mile rate.

Section 5. Education Fund. The employer may provide for travel allowances and conference attendance or other educationally broadening opportunities in their budgetary projections for all employees covered by this Agreement. This may include training classes or coursework at the local community college associated with their position. An account equal to \$100 for each classified employee will be established for each fiscal year. Prior course approval by the employee's supervisor is required. Once approved by the supervisor, applications to use these funds may be submitted by classified personnel to the central office for the payment of registration fees. Employees may choose to file a claim for reimbursement at the completion of the course. Verification of tuition payment along with submission of a course credit transcript or similar instructor signed certificate indicating successful completion of the course must be on file before reimbursement will be made.

Section 6. Tuition Sharing Fund. Any funds from the Education Fund not spent each year (up to a maximum of \$5,000) will be transferred to a tuition sharing pool fund no later than July 1<sup>st</sup>

of each year. This fund will be made available to help pay for course work leading to an Associates or higher degree regardless of whether it is connected to the employee's current work assignment. Application and awarding of funds will occur on a cycle similar to the certificated staff tuition sharing pool. Applications will be available through the Fiscal department in the district office. Advanced payments for course work can be applied for with a district approved agreement stating that a passing grade in the course(s) must be achieved to receive funding. The classified tuition-pooling fund will not exceed \$5,000 at any time.

Section 7. No employee shall be required to furnish any personal tools in the performance of his/her job duties.

Section 8. All members of the bargaining unit shall be paid in twelve (12) monthly installments excluding classified employees who work less than nine (9) months per school year and/or less than 4 hours per school day. Each check shall contain one-twelfth (1/12) of the annual wages. Payroll checks shall be issued via Direct Deposit to the employees account on the last working day of each month. Employee paystubs will be available in the Employee Access part of Skyward for downloading at the employee's convenience. In months when the last working day is not a school day, paychecks and/or pay statements shall be mailed to member's home address at District expense one day prior to the end of the month, unless prior arrangements are made with payroll. Probationary employees and Classified employees working less than nine (9) months per school year and/or less than 4 hours per school day shall be paid for hours worked based on the schedule above but must submit a timesheet to the payroll office by the established deadline each month.

## **ARTICLE 14: Benefits**

### **Section 1. Vacations.**

A. Full-time employees shall be afforded vacations with pay computed at their current rates in effect at the time vacation is taken on the following schedule:

0 through 1 year of service	5 days' vacation time
1 through 5 years of service	10 days' vacation time
6 through 10 years of service	15 days' vacation time
11 years of service and after	20 days' vacation time

B. In most cases, full vacations will not be taken during the school year; however, vacation requests of up to five (5) days may be granted during the school year (exceptions must be arranged with the superintendent). The employee shall make a written request for vacation time to his/her supervisor at least two (2) weeks before the planned vacation. The superintendent and/or supervisor will authorize vacation schedules as early as possible after all requests are in. Full-time employees, 0 - 1 year, will earn five (5) days' vacation following satisfactory completion of their probation period.

C. Vacation is to be used during the year it is earned unless application is made in writing to the superintendent with a copy to their supervisor by May 1 and approved by the superintendent for carryover of vacation time to accomplish a particular trip or special need.

D. Any person leaving employment and entitled to vacation time will be paid the balance of his/her accumulated vacation.

E. If a paid holiday occurs while an employee is on vacation, such employee shall receive an additional day of vacation with pay.

F. If an employee is called back from vacation, ~~he/she~~ **employee** shall receive the overtime rate of pay for all hours worked and shall be given the remainder of his/her vacation with pay at a later date.

### Section 2. Holidays.

A. All full-time employees covered by this Agreement shall receive pay for ~~eleven (11)~~ **twelve (12)** holidays as follows: Labor Day, Veterans Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, the day preceding Christmas, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, **Juneteenth** and the 4th of July.

B. Regular part-time employees shall receive the following eight (8) paid holidays: Veterans Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, and Memorial Day. In addition, part-time employees shall receive pay for Labor Day when the start of school precedes the Holiday or when an employee returns to a regularly scheduled work-week or an approved scheduled day before the Holiday. **Juneteenth will be considered an additional holiday if it falls within the employee's work year. "Within the work year" means their regular work day schedule includes the day immediately preceding the holiday.**

C. Employees who commence employment during a school year will receive pay for those holidays which fall within their employment term for that school year.

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

### Section 3. Sick Leave.

All regular employees shall be entitled to sick leave pay based upon the hours of work performed by them at their classification rate.

- A. Sick leave shall accrue at the rate of one day per month. Twelve month employees shall be entitled to twelve (12) days of sick leave for a full year's work. School year employees shall be entitled to ten (10) days of sick leave for a full year's work.
- B. If a holiday falls while an employee is on sick leave, ~~he/she~~ **employee** shall not be charged with sick leave for that day.
- C. In order to receive benefits under this Section, employees may be required, at the discretion of the employer, to submit evidence, in writing, from a duly licensed examiner, that in the opinion of the examiner, the employee was unable to return for work on the day for which benefits are claimed, when an absence due to illness meets or exceeds five (5) consecutive days).
- D. The district will institute an "Attendance Incentive Program" subject to the conditions and restrictions provided in Sections 2 and 3 of SSB 3880. ("Attendance Incentive Program" is sick leave buyback). Pursuant to current statute, employees may cash in unused sick leave hours above an accumulation of four hundred and eighty (480) hours at a ratio of one (1) full hour of compensation for four (4) accumulated sick leave hours. At the employee's option, they may cash out their unused sick leave in January of the school year following any year in which a minimum of four hundred and eighty (480) hours of sick leave has accrued and each January thereafter, at a rate equal to one (1) hour compensation of the employee's sick leave for every four (4) hours "Bought back". The balance shall be reduced four (4) hours for each hour compensated. No employees may receive compensation for sick leave accumulated in excess of eight (8) hours per month.

NOTE: Such sick leave not taken during the year shall be accumulated from year to year to a maximum of one hundred and eighty (180) days.

- E. Sickness in Immediate Family. Sick leave may be taken for sickness in the immediate family. Sickness in immediate family includes father, mother, wife, or husband, parent-in-laws and the employee's own children.
- F. VEBA III Retirement Option Benefits. The District has adopted the VEBA III Sick Leave Conversion Medical Reimbursement Plan (the "plan") pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all employees in the Collective Bargaining Unit who are eligible to participate in the Plan by reason of having excess sick leave conversion rights. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution at retirement in accordance with the statute. It is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with the Statute. If an eligible employee fails to sign and submit such agreement to the District, ~~he/she~~ **employee**

will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave which in the absence of this agreement would accrue to such employee during the term hereof shall be forfeited together with all cash-conversion rights that pertain to such excess sick leave. For the purpose of retirement contributions to the Plan, all employees covered by this agreement who retire during the term hereof shall be eligible, and excess sick leave shall be defined as the unused sick leave day accruing to the credit of such employee from the date of the agreement. VEBA III Retirement Options Benefits is to be negotiated annually.

Section 4. Sick Leave Sharing. Sick leave sharing shall be available per RCW 28A.400.380 and shall be administered as established by district policy.

Section 5. Industrial Accident.

A. In the case of an on-the-job disability which is covered by State Industrial Insurance under the Workmen's Compensation Act of the State of Washington, the employer will pay such disabled employee, out of his or her accumulated sick leave, an allowance equal to the difference between the State Workmen's Compensation benefits and the employee's regular straight-time gross pay, less statutory deductions, beginning at the time of disability and continuing until the accumulated sick leave entitlement is completely expended. If the employee is still disabled after his/her earned sick leave allowance is expended, the employee will revert to only the pay coverage afforded by the State Workmen's Compensation Insurance.

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

Section 6. Additional Leave & Personal Leave.

In addition to sick leave at the rate indicated above, additional leave will also be established subject to the prior written approval and definition of the superintendent.

A. Bereavement. Three (3) days will be granted with pay for bereavement of the immediate family; father, mother, wife, husband, grandparents, grandparents-in-law, parents-in-law, children, grandchildren, siblings and significant other. Employees may request approval for bereavement leave of persons not defined above. Such leave is noncumulative.

B. Personal Leave. Employees shall be granted, upon request, two (2) days of leave per school year to conduct personal business. Employees may also use up to two (2) additional days of sick leave per school year to conduct personal business, for a total of four (4) days. Effective August 31<sup>st</sup> of any year, unused hours will be credited to the employee's sick leave or cashed in at the employee's current hourly rate.

Employees requesting to take personal leave shall do so on AESOP at least three (3) days in advance, except in unusual situations where prior notice is not possible. In the latter instance, approval of such leave shall be sought immediately upon return to work.

The District may limit personal leave to not more than ten percent (10%) of the classified staff on any one day if substitutes are not available. Personal leave may be taken in one (1) hour units of time.

C. Leaves of Absence: The district agrees to consider requests from union members for unpaid leaves of absence. Each request for such leave will be considered on its individual merits and will be weighed against district needs and priorities, the nature of the individual's situation, the impact on school programs and the impact on personnel in the district. The district may offer the employee a leave of absence without pay. Leaves of absence shall be no longer than one (1) year. Employees will be guaranteed re-employment. Employees returning from a leave of absence must notify the district no later than April 1 of their intention to return for the subsequent year. Failure to notify the district of their intention to return by this date shall free the district of any obligation to rehire.

Unpaid Leave: Unpaid short term leave on one (1) day or more may be provided to an employee for personal significant situations. Each request for such leave will be considered on its individual merits and will be weighed against district needs and priorities. All personal and vacation leave must be taken or prior approved for use before an employee will be considered for unpaid leave.

D. Union Release Leave. Up to fifteen (15) days of union release time per school year shall be available for officers and representatives of the La Center SEIU 925 chapter to conduct business of the union. Such leaves shall be subject to the following:

- No one union representative will be released for more than 5 days per school year.
- These release days shall be with full pay and SEIU shall pay the District the cost of a substitute, if one is secured.
- SEIU shall notify the District of release time to be taken as soon as possible, but no later than forty-eight (48) hours prior to the leave.
- The 15 days of union release time is not intended for contract negotiations that occur during the work day. On bargaining days, SEIU participants shall be on union release with full pay and SEIU shall pay the cost of a substitute, if one is secured.
- The District may limit union leave taken on a given day to four (4) people.

When investigatory and grievance meetings are scheduled during the workday, chapter officers and stewards are allowed to represent employees and investigate and present grievances to the District without loss of time or pay.

Section 7. Jury Duty. All classified employees **required to report for** shall be paid for jury duty **will receive their regular daily pay** at the rate of their regular pay minus jury duty payment, not including travel allowance.

Section 8. Basic and Optional Benefits Insurance. The employer shall pay the maximum state funded amount per month towards district offered basic benefits and optional benefits including VEBA I plans on behalf of each full time employee covered by this Agreement. The monthly insurance contribution will be increased to the State provided amount. Beyond the state provided monthly insurance allocation, the district will provide an additional monthly allocation equal to the current years' carve out amount for each full FTE, provided that the amount does not increase more than 10% over the previous year's amount. Employees less than 1.0 FTE will receive a pro rata share, based on the percentage of FTE, of the maximum contribution.

The union shall annually select from the following which will be considered basic benefits: medical, dental, vision, group term life and group long term disability. Benefit dollars will be pooled per state law, to provide selected basic benefits to all eligible employees before employees may contribute to optional benefits including VEBA I Plan. Optional benefits including VEBA I are available only after all pooling obligations are met. For purposes of this section, fourteen hundred and forty (1440) hours will constitute a full FTE. If the state changes this definition of FTE, this section will be reopened for negotiations. Coverage under this section is for twelve (12) months. Employees who work less than four (4) hours/day are not eligible for medical/hospital insurance but their prorated dollars will provide a prorated benefit to the VEBA I Plan after pooling obligations are met.

The monthly contribution from the District may be used to provide basic benefit coverage and optional benefits as per RCW 28A.400.270 and RCW 28A.400.280 and as determined by the Union.

Basic and Optional Benefits (above) will continue through December 31, 2019. SEBB will commence January 1, 2020 (below).

#### SEBB Insurance

The District shall provide **qualified eligible** employees with insurance benefits that align with the **rules and regulations policies and guidelines** set by the SEBB (School Employee Benefits Board). **Details of SEBB eligibility requirements, benefits, policies, and guidelines can be found at <https://www.hca.gov/employee-retiree-benefits/school-employees>.**

#### A. Availability:

1. ~~Qualified employees who work or will work a minimum of 630 hours during the year.~~
2. ~~Open enrollment begins on October 1 and through November 15 per SEBB~~
3. ~~Employees are responsible for enrolling online or with forms provided by SEBB.~~



~~B. Benefits~~

- ~~1. Qualified Employees will be provided SEBB benefits that include medical, dental, vision, basic life/accidental insurance and long term disability insurance.~~
- ~~2. Employees may select a carrier approved by SEBB.~~

~~C. Premiums~~

- ~~1. The district shall pay their portion of the employee premium as established by SEBB.~~
- ~~2. Employees will be responsible for their portion of the premium.~~
- ~~3. Any additional premium surcharges will be paid by the employee.~~

Section 9. Equipment-Tools-Special Work Clothing. The cost of any safety equipment or specific tools required to perform a task shall be paid by the employer unless previous arrangements already exist.

Section 10. Reimburse Fingerprinting Expenses. Upon completion of the probationary period regular employees will be reimbursed the out of pocket costs of fingerprinting.

Section 11. Deferred Compensation Program. The District will make available to employees the State of Washington “Deferred Compensation Program.” Participation is voluntary. The program will be made available as long as there are no costs to the District beyond the cost of signing up employees and processing warrants to the retirement system.

Section 12. Washington State Paid Family and Medical Leave. ~~Commencing January 1, 2020,~~ ~~Effective September 1, 2019,~~ ~~and~~ ~~Effective September 1, 2019,~~ ~~the~~ ~~Employer shall remit to the State of Washington, on behalf of each bargaining unit employee, the cost of the employee’s portion of the premium collected by the State of Washington in lieu of payroll deduction for participation in the Washington State Paid Family and Medical Leave Plan. Payment of the employee’s premium will be capped at no more than 0.6%. If the premium from the state exceeds that percentage, the remaining amount will be deducted from the employees pay.~~

**ARTICLE 15: Discipline and Discharge**

Section 1. Employees shall be subject to discipline and discharge by the employer for just cause. The employer will follow a policy of progressive discipline, which shall include in order: one (1) verbal warning, one (1) written warning, one (1) suspension without pay not to exceed three (3) work days, and finally termination, provided that in cases where the severity of the employee’s actions or the gravity of the problem warrants a different mode of discipline the employer may skip steps in the progression.

Section 2. At any time the employer issues a written discipline memorandum it will be discussed personally with the employee prior to it being filed in his/her personnel record, and at the option of the employee, a copy sent to the union.

Section 3. While an employee is under investigation and on administrative leave, salary and employee benefits will be provided by the District.

Section 4. An employee may bring a union representative to any meeting on discipline or may ask for a union representative in any discussion with management that becomes investigatory; that is, could lead to discipline or termination or impact the employee's working conditions.

In the event the Supervisor is calling a meeting to take disciplinary action requiring more than a verbal warning, the employee will be provided two (2) days prior notice.

## **ARTICLE 16: Grievance Procedure**

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

Section 2. A grievance may be brought under this procedure by one or more aggrieved employees, 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 4 herein below.

Section 3. The aggrieved employee shall bring his/her grievance to his/her immediate supervisor at Step 1 below, within five (5) working days of its occurrence; or if at the time the employee is unaware of the grievance, within five (5) days of his/her knowledge of its occurrence. A grievance not submitted 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. Time limits prescribed herein may be waived by mutual agreement, in writing, by the aggrieved employee, or the union, in a class grievance, and the appropriate representative at each step.

Section 4. Steps.

Step 1. The aggrieved employee shall meet with his/her immediate supervisor within the prescribed time limits, and orally discuss the grievance. The immediate supervisor shall make a decision and orally communicate this decision to the aggrieved employee within five (5)

working days following the initial presentation of the grievance. Every effort shall be made by the employee and the immediate supervisor to resolve the grievance at this level.

Step 2. If the grievance is not resolved at Step 1, the aggrieved employee shall submit a written grievance, on a form attached hereto and marked "Exhibit E," to his/her immediate supervisor within five (5) working days following the supervisor's oral response. The written grievance at this step and at all steps thereafter shall contain the following information:

- A. A statement of the grievance and the facts upon which it is based.
- B. The Article(s) and Section(s) of the Agreement alleged to have been violated.
- C. The manner in which the provision is purported to have been violated, misinterpreted, or misapplied.
- D. The date or dates on which the alleged violation, misinterpretation or misapplication occurred.
- E. The specific remedy or adjustment sought.
- F. The signature of the aggrieved employee.

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

- A. An affirmation or denial of the facts upon which the grievance is based.
- B. An analysis of the alleged violation of the grievance.
- C. The remedy or adjustment, if any, to be made.
- D. The signature of the appropriate district representative.

Step 3. Should the employee and the union find the written decision (Step 2) is not satisfactory, within five (5) working days the grievance may be presented in writing to the superintendent or his/her representative. The superintendent shall respond in writing to this grievance within ten (10) working days of its receipt.

Step 4. Should the employee and the union agree that the written decision (Step 3) is not satisfactory, within five (5) working days of the receipt of the decision the grievance may be submitted in writing to the La Center School Board of Directors. The board shall respond to this grievance within five (5) working days following the next regularly-scheduled board

meeting. The requirements of Steps 2 and 3 for written grievances and responses shall not preclude the aggrieved employee with the union from discussing and resolving the grievance with the district representative.

Step 5. If the grievance has not been resolved in Step 4, the employee and the union or district may refer the dispute to final and binding arbitration. The union shall notify the district, in writing, of submission to arbitration within five (5) working days after receipt of the board's written response in Step 4.

Within five (5) working days the union and the district shall mutually agree upon an arbitrator pursuant to Chapter 41.56 RCW. If the parties fail to agree, a list of seven (7) qualified neutrals shall be requested from the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS).

Within five (5) working days after receipt of the list, the union and the district shall alternately strike the names on the list and the remaining name shall be the arbitrator.

In the hearing on the grievance, normal standards for the admission of evidence in administrative hearings shall apply. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision on the issue or issues presented, and shall confine his/her decision solely to the interpretation, application or enforcement of this Agreement. The arbitrator shall confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. The decision of the arbitrator shall be final and binding upon the aggrieved employee and the district subject to appropriate judicial review.

The district and the union shall share equally in the arbitration fees and expenses.

Section 5. The district and the union agree that every effort shall be made to settle grievances at the lowest level possible.

#### **ARTICLE 17: Savings, Modification Clauses**

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect. If any changes are necessary to any Article, the parties agree to meet to discuss remedies.

#### **ARTICLE 18: Subcontracting**

If the district shall propose to subcontract or otherwise change the operation of the program covered by this Agreement such that it is operated by any other party, the district shall notify the union of such proposal at least thirty (30) days prior to such subcontract or change.

The district shall also notify prospective subcontractors that consideration in employment of employees covered by this Agreement shall be given such employees on the basis of seniority.

The district shall make every effort to assure that any subcontracting or other change shall not result in the lowering of working conditions or benefits of current employees.

### **ARTICLE 19: Safe Working Conditions**

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. The employee will report any such conditions to the administration immediately.
- B. The Employer shall support and assist employees with respect to the supervision and control of students and other individuals on district property, provided the employee is following established procedures and any district approved plan. ~~while employed by the La Center School District,~~ The district will provide ~~including providing~~ appropriate training and equipment, including but not limited to portable communication devices and protective barriers at workstations when appropriate.
- C. Employees are expected to support and implement the building plan or program when assisting certificated staff or when supervising students under the direction of administration. The employer shall support and assist employees with respect to control and discipline of students in the employees' assigned work area.

Employees, when necessary, may use reasonable measures with a student or other individual(s) to protect his/herself, a fellow employee, or other student(s) from attack, physical abuse or injury.

In the event an employee is physically injured while supervising a student, or otherwise in the course of their regular duties, their immediate supervisor and building principal should be notified, the employee shall seek medical attention as needed, and the incident shall be properly documented. An action plan to address behaviors by a student toward an employee should be in writing and provided to all parties involved - supervisor, principal, the employee working with the student and the parent/guardian. In the event that the incident results in the student being suspended from school, the employee(s) immediately involved with the student shall be included in any re-entry meeting.

D. ~~E.~~ All injury and/or incident forms will be forwarded to the district safety committee for review and will be discussed at regular Labor Management meetings.

E. In the absence of a building principal, the administrative designee will be identified to all employees via daily bulletin or announcement.

F. Office Staff: All staff are responsible for monitoring students in their presence or while assisting in bona fide emergencies. Employee work spaces shall not be the primary location to monitor students long-term for discipline reasons.

(Moved from section D) To the extent possible by job assignment, building design, and available District resources, employees shall be provided a work area with adequate space, heating, ventilation, and lighting in which to work.

#### **ARTICLE 20: (New Article) Term of Agreement Classifieds as Subs for Certificated**

Bargaining unit members will not be requested nor required to perform any duty requiring a teaching certificate. When employees holding educator certification are substituting for or working as a certificated employee, their terms and conditions of employment are not governed by this Agreement.

#### **ARTICLE 2021: (New Article) Second Language**

Individuals who are fluent in another language (e.g. Spanish, Russian, ASL, etc.) and who utilize those language skills if outside their job description and in addition to their regular assignment, shall be paid an additional one dollar (\$1.00) per hour for the actual time spent translating. The employee may choose to decline to use their second language in the course of their scheduled work day without recourse.

#### **ARTICLE 2122: (New Article) Personal Property Damage and Loss**

In accordance with board policy 6540, the District or its insurers may reimburse employees whose personal property, including clothing and automobile, is damaged while conducting District business. Personal property shall not be brought to school without prior approval of the supervising administrator.

The District will follow the guidelines set forth in Board Policy when an employee requests reimbursement for property loss or damage.

In the event of automobile damage as a result of theft and/or vandalism while the employee is on duty, the District will reimburse employees the cost of the employee's insurance deductible for repair or replacement.

**ARTICLE 20212223: Term of Agreement**

This Agreement shall be effective as of the first day of September, 201922, and except as otherwise provided, shall be in full force and effect until the 31<sup>st</sup> day of August, 20225., with an opener for one (1) wage proposal at the end of years one and two.

Within 60 days after the conclusion of the 2023 Legislative Session, the Agreement shall be reopened for one (1) wage proposal for year two (2023-2024) and one (1) wage proposal for year three (2024-2025).

The full Agreement shall be reopened no later than the first week of April 20213 and April 2024, for the openers and 20225, for a successor contract. If no agreement is reached on or before June 30, 20225, the current agreement will continue through the final year of the agreement; however, if the Legislature is in special session(s) up to and including June 30, the opener negotiations shall continue past June 30, 20225, for no more than 30 additional calendar days.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 201923.

La Center School District No. 101

Service Employees International Union  
Local No. 925

\_\_\_\_\_  
Superintendent, Board Secretary

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

\_\_\_\_\_  
Chair, Board of Directors

\_\_\_\_\_  
La Center Chapter President

\_\_\_\_\_  
Board of Directors

\_\_\_\_\_  
Negotiating Committee Member

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Board of Directors

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Negotiating Committee Member

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Board of Directors

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Negotiating Committee Member

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Negotiating Committee Member