

COLLECTIVE BARGAINING AGREEMENT

between

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 925

and

KALAMA SCHOOL DISTRICT NO. 402

September 1, 2018, through August 31, 2021

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PREFACE

Employees are encouraged to contact administrators or Union officers for clarification of any part of this agreement. Good communications are an essential part of this agreement and our continued good working relationship.

SEIU Local 925 Representative

Shawn Nyman
Organizer/Representative
(360) 270-5096

District Administrator

Eric Nerison
Superintendent
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Following is a list of the 2018-2021 bargaining team members:

For the Union

Shawn Nyman
Cory Clifton
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Michele Jorgenson

For the District

Eric Nerison
Gerri Brewer-Harkleroad
Lorraine Wilson

PREAMBLE

This agreement is made and entered into between the Kalama School District No. 402 (hereinafter "District") and the Service Employees International Union Local 925 (hereinafter "Union" or "Bargaining Unit").

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I – UNION RECOGNITION AND COVERAGE

Section 1.1 – Management Rights

Except to the extent specifically abridged by specific provisions of this Agreement, the Union recognizes the District's inherent and traditional right to manage its business. The Union recognizes the right of the District to:

- A. hire, suspend, transfer, promote, demote or discipline employees and to maintain the discipline and efficiency of its employees;
- B. lay off, terminate, or otherwise relieve employees from duty because of lack of work for them to do, or for other reasons set forth in this contract;
- C. establish and change work schedules and assignments and to eliminate, change or consolidate jobs;
- D. direct the methods and processes of doing work, to introduce new and improved work methods or equipment, and to assign work to outside contractors or volunteers in accordance with RCW 28A.400.285 without further bargaining over the impact of such decisions;
- E. determine the starting and quitting time and the number of hours or days to be worked;
- F. make and amend such reasonable rules and regulations as it may deem necessary for the conduct of its business, and to require their observance.

The exercise of the District's rights stated herein is an exclusive function of management. The exercise of such rights does not modify an employee's right to grieve violations of specific provisions of this Agreement. The above statement of rights is not intended to be exclusive and shall not be construed to limit or exclude any historical or normal rights of management.

Section 1.2 – Hiring Temporary Employees

The District can hire temporary or substitute employees who will work for short durations of time on a specific job duty or replace a regular employee on leave. Temporary or substitute employees shall not be included in any of the benefits of this Agreement until hired as a regular full-time or regular part-time employee.

Section 1.3 – Job Classifications

The general job classifications included in this bargaining unit are the job titles listed on the salary schedule in Appendix A.

ARTICLE II – RIGHTS OF UNION

Section 2.1 – Union Rights

The Union has the right and the responsibility to represent the interests of all employees in the bargaining unit; to present their views to the District on matters of concern either orally or in writing; and to enter into collective bargaining negotiations as allowed by law. The Union shall also have the right to represent all employees and itself in pursuing any grievance involving the interpretation or application of the terms of this Agreement in accordance with the terms of Article 21.

Section 2.2 – Posting Union Materials

The Union shall be provided with space for bulletin boards, or sections thereof, for the purpose of posting Union materials at each work site. The Union shall also have the right to use the school mail, email, and school mailboxes to distribute Union material in accordance with the law, provided that the Union shall comply with all District rules, policies and/or procedures for the use of such resources, and provided further, that the Union shall indemnify the District for any liability, fines, costs or legal fees arising from the Union’s use of such resources.

Section 2.3 – Using School Facilities for Meetings

The Union shall have the right to use District buildings at reasonable times to transact Union business with the usage to be scheduled through the proper administration channels at no cost to the District and provided further that the Union shall not use District buildings to discuss, organize or support any work stoppage, interruption, slow-down or other strike activity.

Section 2.4 – Transacting Union Business During Workday

During the workday duly authorized representatives of the Union shall be permitted to transact official Union business on District property provided such business does not disrupt the educational process or productivity of employees of the District. During working hours, the Union representative shall check with the appropriate authority of the building before contacting the employee at work. Members of the Union may be excused from their work schedules, without loss of wages, to perform responsibilities of the Union if a request has been made by the Union to the District and if approval has been given by the Superintendent or his/her designee. The Union shall reimburse the District for the full costs of any substitute. No more than ten (10) total work days per school year may be excused under this section for members of the Union to perform responsibilities of the Union.

Section 2.5 – Rights of Union Representatives

Union representatives, during working hours without loss of time or pay, are allowed to represent employees and investigate and present grievances to the District when meetings are scheduled during the workday upon mutual agreement of the District and Union.

Section 2.6 – Rights of Union to Receive Public Information

The District agrees to furnish the Union, upon request, all available information necessary for collective bargaining or administration of this Agreement in accordance with the law. The Union agrees to pay any copying and/or retrieval costs incurred by the District in providing such information.

Section 2.7 – Rights of Union to Receive Employee Information

The District will notify the Union Representative by email of all changes in employee job status as follows:

New Hires – Workers who are newly hired or newly Union eligible. The list shall include: First name and last name, home address, personal phone number, work email address, work phone number, job classification/title, department, date of hire, FTE status, and rate of pay.

Terminations – Workers who have separated or terminated. The list shall include: First name and last name, and termination date.

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

Monthly – Dues List Remittance

Each month the Employer shall provide the Union an electronic list in Excel format with the following information for all bargaining unit employees that will accompany the dues and COPE payment to the Union. This list shall accompany the dues deduction list and COPE deduction list and lists 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 and last name, dues deduction amount and COPE deduction amount per pay period.

Full Bargaining Unit List

At least once per year the 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 Excel format. The list shall include: First name and last name, home address, personal phone number, work email address, work phone number, job classification/title, department, date of hire, FTE status, and rate of pay. Should the Union request this information at different times of the year, the employer will provide the same in the agreed upon format.

Section 2.8 – Labor Management Committee

The Union will designate a committee of two (2) members who will meet with the Superintendent of the District and/or his/her designated representatives on a mutually agreeable regular basis to discuss appropriate matters. Additional members may attend to address issues as necessary. Meetings shall be held at times when they cause as little interruption of the work schedules as possible.

The District will share all new or updated job descriptions with the Labor Management Committee for review and feedback. Based on those job descriptions, the Union can request bargaining on wages, hours and working conditions under Article VI.

ARTICLE III – RIGHTS OF EMPLOYEES

Section 3.1 – Employee Rights

It is agreed that the employees in the bargaining unit defined herein shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisals, to join and assist in lawful Union activities. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union, including presentation of the views of the Union to the Board of Directors.

Section 3.2 – Due Process

No employee shall be discharged from employment during the course of a school year without just cause (see Appendix B and RCW 28A.400.300). No employee shall be discharged without due process as provided by the state and federal constitution (see Appendix D).

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

Normally discipline will be administered progressively, starting with a verbal warning, then progressing through a written reprimand, then suspension, and finally discharge. It is recognized that some offenses may be serious enough to warrant the abridgement of this progression and may result in immediate reprimand, suspension, or discharge without having gone through the previous step(s).

Employees shall, upon request, have the right to inspect all contents of any and all of their personnel files maintained by the District within a reasonable period of time after the employee requests the file(s). Charges determined by the District to be unfounded and related documents shall not be maintained in an employee's personnel file after such determination is made. An employee annually may petition that the District review all information in the employee's personnel file(s) regularly maintained by the District. If an employee does not agree with the District's determination, the employee may at his or her request have placed in the employee's personnel file a statement containing the employee's rebuttal or correction.

While an employee is under investigative suspension, salary and employee benefits will be provided by the District. Should a charge(s) be substantiated, the employee may be disciplined or discharged for just cause and no salary or employee benefits will be paid after that date.

Section 3.3 – Nondiscrimination

The District and the Union affirm their adherence to the principles of free choice and agree they shall not unlawfully discriminate against any employee covered by this Agreement because of age, race, color, religion, sex, national origin, marital status, or disability.

ARTICLE IV - UNION SECURITY

Section 4.1 – New Employees

Within fifteen (15) calendar days of beginning employment with the District, all new employees within the bargaining unit covered by this Agreement shall be required to make a choice to: (a) become and remain a member in good standing in the Union; or (b) not join the Union. The choice shall be documented and signed on the form in Appendix E which will be distributed by the Union and submitted to the Union by certified mail. The District shall provide thirty (30) minutes for the Union leadership to make a presentation about Union membership to new employees covered under this agreement during the District's new employee orientation meeting. Employees who choose to join the Union may be required to complete additional membership and/or payroll deduction forms provided by the Union.

ARTICLE V – AUTHORIZED DEDUCTIONS

Section 5.1 – Union Dues

The District shall deduct monthly Union dues from the wages of employees who voluntarily make such request in writing. The Union agrees to indemnify and hold the District harmless against any and all claims, demands, suits or other forms of liability that arise out of, or by reason of this deduction, including any and all costs and legal fees associated with the defense against such claims. The dues deduction rate shall be communicated to the District office once per year at least 10 days prior to September 1 each year. Deductions will be promptly transmitted to the Union by check.

Section 5.2 – Authorizations for Salary Deductions

Authorizations for approved salary deductions, changes, and revocations thereof, must be submitted in writing by the employee unless otherwise authorized by law.

Section 5.3 – Political Deductions

The District hereby agrees to honor payroll deduction authorization for political purposes from its employees and included as part of their normal monthly Union dues that are deducted and submitted to the Union. This authorization to increase their Union dues to include the financial

authorization for political purposes shall continue until the Employee revokes said deduction in writing.

Section 5.4 – Union Recognition

The District recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, and working conditions for all classified employees with the exception of supervisors, confidential employees, extra-curricular employees, bus drivers and secretarial staff.

The parties agree that substitutes are not covered by this agreement; however, the Union retains the right to bargain with respect to the utilization of substitutes and the impact to the bargaining unit.

ARTICLE VI – NEW CLASSIFICATIONS

Section 6.1 – New Jobs

In the event the District creates a new job, the District will notify the Union and negotiate the rate of pay of the new job with the Union Section 11.1 Opportunities for Employees will apply to all new jobs.

Section 6.2 – Change Existing Jobs

If the District substantially alters the job duties of an existing job within the bargaining unit, the District shall, upon request, negotiate the wages, hours and working conditions impacted by the alteration.

ARTICLE VII – CLASSES OF EMPLOYEES

Section 7.1 – Regular Full-Time

A regular full-time employee is one employed in a regular job which requires forty (40) hours per week twelve (12) months per year.

Section 7.2 – Regular Part-Time

A regular part-time employee is one employed in a regular job which requires less than forty (40) hours per week or less than twelve (12) months per year.

ARTICLE VIII – SENIORITY

Section 8.1 – When Established

The seniority of an employee in the bargaining unit shall be established and begin to accrue as of the date on which s/he begins to work for the District in a regular position.

On occasion, some employees may have the same start date. In those situations, seniority for the employees so affected shall be established by the date and time stamp on their applications. The employee with the earliest date/time stamp has more seniority.

Section 8.2 – When Lost

The seniority rights of an employee shall be lost for the following reasons:

- | | | |
|----------------|----------------|---|
| A. resignation | C. retirement | E. transfer to a non-bargaining unit position |
| B. discharge | D. termination | F. declining recall |

Section 8.3 – When Not Lost

Seniority rights shall not be lost when an employee is off work due to an authorized leave of any kind.

Section 8.4 – Retaining Seniority

An employee who changes job classifications within the bargaining unit shall retain his/her total district seniority.

ARTICLE IX – PROBATIONARY PERIOD AND EVALUATION

Section 9.1 – New Employees

A new employee shall be classified probationary for ninety (90) days worked and during that period may be terminated for any reason. New employees who are still within a probationary period are not eligible to bid on new positions until they successfully complete their probation. If the District decides to terminate the employment of a probationary employee, the District will provide the employee a statement of the reasons for termination. Upon the request of a probationary employee, the District will provide one informal opportunity for feedback on the employee's performance.

Section 9.2 – Evaluation

All employees shall be evaluated at least annually and shall receive a copy of their evaluation. The employee's annual evaluation is not to be used for discipline purposes, provided that criticism of an employee's performance and notice of the need for improvement shall not be considered discipline. If the employee disagrees with the evaluation, the employee has the right to attach a rebuttal for his or her file.

ARTICLE X – LAYOFFS

Section 10.1 – Guidelines

In the event the District determines that the work force represented by the Union must be reduced, the District shall notify the Union representative in writing at least one calendar month prior to sending reduction in force notices to employees. Upon request of the Union, the District will meet with Union representatives to discuss the rationale, the procedures and conditions governing the

layoff. Any layoff of employees must be approved by the District's Board of Directors. Employees and the Union will be given the opportunity, upon request, to address the Board prior to any final action on the layoff.

Section 10.2 – Selection of Employees

Prior to a reduction in force, the District shall generate a list of employees in their then-current job classifications according to seniority (see list of job classifications in Appendix A). The seniority lists will be used for reduction in force in each job classification beginning with the least senior employee. Individual employees affected by the layoff will be given notice in writing at least two calendar weeks prior to the effective date.

Section 10.3 – Reinstatement after Reduction in Force

If a vacancy occurs after a reduction in force, the District agrees to fill the vacancy by offering the position in seniority order to employees laid off from that classification during the previous 12 months. Within 7 calendar days after receipt of the recall notice, the employee shall notify the District of his/her intention to accept the position offered. Any employee rehired to a position after layoff shall have his or her seniority and leave accumulated as of the date of the layoff reinstated. If all employees laid off from that classification during the previous 12 months fail to accept the position, the District shall post the position and fill it in accordance with Section 11.1.

ARTICLE XI – POSTING OF JOB OPENINGS

Section 11.1 – Opportunities for Employees

The District shall provide first consideration to employees for any new or open positions within the bargaining unit by doing the following:

- (a) Posting the vacancy for a period of ten (10) working days and emailing notice of the posting to all employees. During winter and summer breaks employees shall be notified of postings by automatic District telephone call. If no qualified applicants apply during the posting period, the posting can be extended by periods of ten (10) work days as needed.
- (b) Providing an interview to any employee who applies for a new or open position and meets the minimum qualifications. Employees who do not meet minimum qualifications and are not given an interview will be notified prior to interviews beginning. The District may hire the most senior qualified internal applicant without conducting interviews;
- (c) Considering the seniority of an employee who applies for a new or open position as one factor in deciding who to select for the position. The District reserves the right to select the most qualified candidate for any new or open position based on an overall evaluation of skills, abilities, performance, experience, seniority and other selection criteria.

Section 11.2 – Meeting if not Selected

The Superintendent/designee will offer to meet with each employee more senior to the person hired for the position to discuss reasons for non-selection.

Section 11.3 – Returning to Former Position

Any employee who is selected for a new position may be returned or may elect to be returned to his/her former job or equivalent position without prejudice within twenty (20) workdays from the date of new assignment if the former or equivalent position is available.

Section 11.4 – Job Shares

The District will accept proposals from two employees to share one position. The District reserves the right to approve or reject the application. Each employee will be entitled to pay and other benefits in proportion to the employee's FTE. If one employee discontinues the job share for any reason, the remaining employee will be required to assume the entire position. Once a job share is approved by the District, the ability of the two employees sharing the job to return to their previous FTE employment status is not guaranteed.

ARTICLE XII – HOURS AND OVERTIME

Section 12.1 – Overtime – When Paid

Overtime will be paid in accordance with state and federal law (time and a half rate of pay for any time worked greater than forty actual hours of work in a workweek).

Section 12.2 – Approval

No employee shall be approved for overtime pay unless the overtime work has been authorized by the Superintendent before the work has been performed.

Section 12.3 – Absence Work In Custodial

When a custodian is absent with no sub available, the current custodians will work a modified work schedule determined by the custodians and the Superintendent or his/her designee.

Section 12.4 – Fair Labor Standard Act

Compensatory time can be accumulated in accordance with the Fair Labor Standards Act ("FLSA"). Payment for any hours worked will be in accordance with the FLSA.

Section 12.5 – Call Back

Employees called back to a job after departure from their scheduled work shift shall be paid, at the appropriate rate, for not less than two (2) hours. Only the Superintendent or his/her designee may authorize call back time.

ARTICLE XIII – REST AND LUNCH PERIODS

Section 13.1 – Rest Periods

Each employee shall be allowed a fifteen (15) minute paid rest period during each four (4) hours of work.

Section 13.2 – Lunch Period

Lunch period for each shift of greater than five (5) hours will be a minimum of thirty (30) minutes uninterrupted and duty-free so the employee is free to leave the work site.

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

ARTICLE XIV – MEDICAL EXAMINATIONS AND REQUIRED TRAINING

Section 14.1 – Medical Examinations

If a job requires a food handler's permit and/or medical examination, this is a condition of initial employment and costs involved are to be paid by the applicant before s/he becomes an employee. All medical examinations required as a condition of continued employment shall be paid by the District if such examination is not covered by the employee's health insurance. Under such circumstances, the District shall reserve the right to select the medical practitioner. When the required examination is covered by the employee's health insurance, the District agrees to pay the employee's co-pay, if any.

Section 14.2 – Hepatitis Immunization

For the employee's safety on the job, the District will pay the employee's co-pay for Hepatitis immunizations.

Section 14.3 – Pay for Training

The employee will be paid at their regular hourly rate for special schooling or training required by the District for the employee to retain his or her current position.

ARTICLE XV – WAGES

Section 15.1 – Salary Schedules

Salary schedules setting forth the hourly wage rates for all employees covered by this Agreement are published annually. For 2018-19 the base wages shall be increased fifteen percent (15%) over the 2017-18 base wage rates. In 2019-20 base wage rates shall be increased by four percent (4%), including the state-designated inflationary adjustment, and in 2020-21 base wage rates shall be increased by two and one-half percent (2.5%), including the state-designated inflationary adjustment

Longevity wage increases included in the salary schedule in Appendix A shall be based on state-wide experience in accordance with RCW 28A.400.300 and shall be effective September 1 of each year. Any employee who has worked at least one-half of the scheduled work days of

his or her regular work year shall be credited with a year of experience for the longevity wage increase.

Note: Schedule A shall include 50¢ per hour additional compensation for highly qualified paraeducators pursuant to § 15.4. The substitute rate is the base rate for each classification, and a longevity steps are included for 5 years at 2%, 10 years at 4%, 15 years at 6%, 20 years at 8%, and 25 years' experience at 10% above the base rate.

Section 15.2 – Pay Procedures

Warrants will be issued to employees on a monthly basis on the last business day of each month unless there are circumstances beyond the control of the District.

Employees with a regular daily schedule of greater than four hours per day will be paid in twelve (12) equal payments annually, based on projected regularly scheduled hours. Adjustments to such hours (e.g., additional hours or overtime) will be paid in the applicable monthly payroll period. Employees with irregularly scheduled hours (e.g., ticket taker and facilities supervisor) or less than four hours per day will be paid for hours worked in the monthly payroll period worked.

Section 15.3 – Pay – Higher Pay Rate

An employee asked to leave his or her position and fill in a position within the bargaining unit for more than three (3) consecutive working days, shall receive the rate applicable to such position, at his /her present step, or the employee's current rate, whichever is higher.

Section 15.4 – Highly Qualified Paraeducators

A highly qualified paraeducator has worked in the district for one (1) year and has a 2 year AA degree, equivalent recognized credits, or has taken and passed the state-recognized paraeducator test, and works in a Title I or LAP position. Highly qualified paraeducators shall receive a higher rate of pay. See Salary schedule Appendix A.

ARTICLE XVI – VACATIONS

Section 16.1 – Vacation Credit

Employees who are scheduled to work 2080 hours per year shall receive two weeks (10 days) paid vacation each year for the first five years of employment. The sixth through the tenth year the employee shall receive three weeks (15 days) paid vacation per year. Starting the eleventh year, the employee will have an increase of one day vacation time for each year to a limit of four weeks (20 days) vacation time. No classified employee who works less than 2080 hours per year shall receive vacation credit.

Vacation time is accrued from the employee's anniversary date (the day of the year that the employee began working in a vacation-eligible position) and changes will happen on that date.

Section 16.2 – Vacation Accrual and Scheduling

One full week of vacation time may be carried over to the next school year. Each carryover must be for no more than five full days and cannot be carried over more than one year. All other vacation time not used will be lost.

The District shall make every reasonable effort to allow each classified employee a time that is convenient for the school district to take their vacations.

Section 16.3 – When Terminating Employment

Upon termination or resignation with at least two weeks prior notice, employees shall be allowed to take accrued vacation as vacation time.

Any employee who completes less than one full year of service will not receive vacation for that particular incomplete year. When the District terminates an employee with one or more years of service, the District must allow the employee to take all unused vacation time.

Section 16.4 – Holiday During Vacation

A paid holiday that occurs during a scheduled vacation period shall not be counted as a vacation day.

Section 16.5 – Call Back

If an employee is called back from his/her vacation, s/he shall receive time and one-half or equivalent compensatory time for all hours worked during the scheduled vacation period. Only the Superintendent or building principals may authorize call back time.

ARTICLE XVII – HOLIDAYS

All employees must have been employed thirty calendar days before they are granted paid holidays. Employees must work their last scheduled work day before and their first scheduled work day after the holiday to receive pay for the holiday. Any employee on sick leave the day before or the day following a holiday will be considered working. Regular employees shall receive pay for holidays at their regularly scheduled hours and classification rate for the following holidays:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Memorial Day
Independence Day*
Labor Day

Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day*
Christmas Day
New Year's Eve Day*

*Twelve-month employees only.

ARTICLE XVIII – SICK LEAVE

Section 18.1 – Report of Absence

When an employee will be absent from work due to illness, he/she shall give notice to the principal, or the person designated by the Superintendent to receive such notice, not later than 6:30 a.m. of the first day of the illness. If the absence may be for consecutive days, the District shall be notified of the probable date of return.

Section 18.2 – Accrual of Leave

Each employee holding a regular full-time position shall accrue a total of twelve days per school year leave with pay for illness, injury and emergency. Every employee holding a regular part-time position shall accrue such leave with pay in proportion to their time worked.

Section 18.3 – Use of Sick Leave

Sick leave may be used for an employee's personal illness, injury or emergency, or for the health conditions of a family member pursuant to Section 18.6. Sick leave may be used for a regular medical, dental or ocular appointment when absence during working hours for this purpose is authorized forty-eight hours in advance, if possible, by the appropriate supervisor. In any instance involving use of a fraction of a day's sick leave, the maximum charge to the employee's sick leave account shall be actual time missed.

Section 18.4 – Emergency Defined

Emergencies are defined as those situations which cannot be dealt with outside of working hours, which are unplanned, and which require the individual to absent himself or herself from his or her duties. Emergencies are not defined as injury or sickness to the individual. Emergency leaves are to be deducted from sick leave.

Section 18.5 – Proof of Disability or Fitness for Duty

For any absence of five (5) work days duration or longer, or where an employee's pattern of leave supports a reasonable suspicion of abuse, the District reserves the right to request a physician's certificate as proof of disability or other reason for the use of sick leave.

Section 18.6 – Use of Sick Leave for Family Members

In accordance with state law (RCW 49.12.270 and Chapter 296-130 WAC), employees may use sick leave to care for their children, parents, spouses, siblings, parents-in-law, grandparents, and other dependents living in the home with a serious health condition, or for a child under the age of eighteen who requires treatment or supervision. Employees may also be entitled to additional unpaid leave for family members with serious health conditions under the state or federal Family Medical Leave Act.

Section 18.7 – Previous Sick Leave Credit

Sick leave previously accrued shall be credited to an employee as provided in RCW 28A.400.300.

Section 18.8 – During Holiday

If a holiday occurs while an employee is on sick leave, such employee shall not be charged with sick leave, but shall receive holiday pay for that day if so entitled.

Section 18.9 – Sick Leave Cash Out

Employees may cash out their unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one day per month.

At the time of separation from the school district employment due to retirement* or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury to a maximum of one hundred eighty (180) days.

*For the purposes of this provision, retirement shall include eligible separation as defined in RCW 28A.400.210.

This Section shall be interpreted to be consistent with state law and regulations on sick leave cash out.

Section 18.10 – Sick Leave Sharing

An employee is eligible to receive shared leave if:

- A. The employee suffers from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition, or who has been called to service in the uniformed services, which has caused or is likely to cause him/her to go on leave without pay or terminate his/her employment with the District;
- B. The employee has exhausted, or will exhaust, his/her annual sick leave and sick leave reserves.
- C. The employee has been found to be ineligible to receive industrial insurance benefits, and
- D. The employee or his/her legal representative has submitted to the District documentation from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition, or orders verifying the employee has been called to service in the uniformed services.

Any employee who has accrued more than twenty-two days of sick leave may voluntarily donate sick leave to specific individuals, provided that the donation does not cause the employee's accrued sick leave balance to fall below twenty-two days.

The dollar value of the leave donated shall be ignored and the leave shall be calculated on a day donated and day received basis. The value of any leave transferred under this clause which remains unused shall be returned to the donor at its original value. The value of unused leave which was transferred by more than one employee shall be returned on a pro-rated basis.

ARTICLE XIX – OTHER LEAVES

Section 19.1 (a) – Bereavement Immediate Family

An employee will be granted up to five days leave with pay per occurrence on account of death of an immediate member of the family (parent, parent-in-law, step-parent, sibling, step-sibling or sibling-in-law, step-children, spouse, child, grandparent, grandchild, or any other relative living in the employee's household).

Section 19.1(b) – Bereavement Other

Any other bereavement leave may be granted at the discretion of the Superintendent upon written request by the employee.

Section 19.2 – Military Report To Duty

An employee who is ordered or who volunteers (because of imminent compulsory duty) for duty in the armed services of the United States will be granted leave without pay in accordance with state law as referenced in RCW 38.40.060. Following release from military service, the employee will be reinstated to employment status in a position comparable to the one held before entering the military service. Full experience credit for leave of absence while in military service will be granted for placement purposes.

Section 19.3 – Military Training Time

An employee who is called to training duty in the Armed Forces Reserve will be granted military leave of absence at normal pay for a period not exceeding twenty-one (21) days during such calendar year, provided that any such reservist shall present evidence to the District that s/he has made all reasonable efforts to arrange for such training duty during the summer months or other district vacation periods. Such evidence should include correspondence which indicates an effort was made to arrange for training during nonstudent school days. The employee shall experience no loss of pay or benefits.

Section 19.4 – Personal Leave

All employees shall have three (3) personal leave days with pay per year. Personal leave shall be non-accumulative. Where applicable, a personal leave day may be used on an inclement weather day, if approved by the Superintendent. Requests for personal leave must be made at least forty-eight (48) hours prior to leave being taken. Unless exceptions are granted by the Superintendent in advance, personal leave shall be limited to no more than two members of the bargaining unit on any given day, granted on a first come-first serve basis. Personal leave may be used to extend holidays. Personal leave shall be deducted from sick leave.

Section 19.5 – Jury Duty and Court Appearance

Leave for jury duty requested by law shall be at full pay.

Leave required by subpoena shall be granted with full pay and without charge to the employee's sick leave account, provided the legal matter arises out of the employee's employment relationship with the Kalama School District and does not involve an employee's claim against the District.

Section 19.6 – Maternity Leave

Absence for reasons of maternity shall be granted according to law. The following procedures will be followed:

- A. Notification: An employee shall notify the Superintendent in writing of expected date of birth of the child at least one month before said date.
- B. Request for leave of absence: An employee, upon request, shall be granted a leave of absence from her position prior to the birth of a child, the exact date to be determined by the employee's physician.

The procedure governing leaves of absence for personal illness or injury relating to pregnancy will apply as follow:

- A. An employee shall receive accumulated sick leave for the period of actual physical disability caused by pregnancy, miscarriage, abortion, childbirth, and recovery there from, provided the employee works up to the day her physician indicates as the beginning of her disability.
- B. Sick leave will terminate following birth of her child on the date her physician indicates she can perform her school responsibilities.
- C. If sick leave is exhausted during the period of physical disability, the employee will automatically be placed on leave of absence for the duration of the period without pay.
- D. As soon as the employee's attending physician has indicated the date upon which she may return to work, the employee will immediately notify the district office as to that date. When there are fewer than twenty working days remaining in the school year, the employee may elect to take leave without pay for the remainder of the school year. The employee will be guaranteed a position for the ensuing school year.
- E. The District shall grant maternity leave to any pregnant employee, upon her request, for a period up to one year. The leave will commence at the request of the employee or at such time that her sick leave is exhausted and will continue for up to one calendar year without pay. Probationary members may be granted a maternity leave at the discretion of the District.

F. All benefits to which the employee was entitled at the time the leave of absence commenced, including seniority and unused accumulated sick leave, shall be fully restored to the employee upon her return.

G. Upon returning, the employee shall have the same right to apply for another position for which she is qualified in lieu of the previous position held. The employee will be guaranteed the same or substantially equal position for the ensuing school year.

Section 19.7 – Adoption Leave

An employee legally adopting a child shall notify the District in writing of the intent to take adoption leave, stating the expected dates of commencement of leave and return to employment.

Adoption leave may be granted without pay for a period of six (6) months or time required by the adoption agency. In case both parents are employed by the District, only one will be granted adoption leave. No employee may be gainfully employed during adoption leave.

An employee returning from adoption leave shall be guaranteed a position for the ensuing school year.

Section 19.8 – Family and Medical Leave

The District and the Union agree to comply with the provisions of the Family and Medical Leave Act of 1993 as amended.

Section 19.9 – Approval for Leave

If an employee notifies her/his supervisor by email of a leave request that requires timely authorization, the supervisor shall respond within forty-eight (48) hours.

ARTICLE XX – MEDICAL/DENTAL/VISION COVERAGE

Section 20.1 – Health Insurance

The District shall contribute the monthly state allocation for insurance per FTE (Full-Time-Equivalent) employee toward the payment of premiums for Union approved insurance plans. Less than full-time employees shall receive prorated benefits in relation to their time worked.

The District shall pay the full HCA retiree carve-out instead of deducting such amount from the monthly insurance benefit allocation, provided that the District shall not pay more than \$75.

All enrollees who work less than eight (8) hours per day may enroll on a prorated basis by the formula of hours worked per day to eight (8) hours. Employees who do not work during the summer shall have premiums deducted from their yearly pay checks.

For insurance purposes only, 1440 hours is considered as one full-time equivalent.

Medical insurance moneys shall be pooled with all other members of this bargaining agreement with remaining money to be used for optional benefits.

Employees who work four hours or less are not eligible for medical benefits.

This section shall be reopened as necessary to comply with legal requirements pertaining to employee benefits, including changes required by the transition to a statewide school employee health care system in January 2020.

Section 20.2 – Return To Light Duty Work

An employee may be allowed or required to return to work under light duty from a job-related injury or medical leave, provided a light duty job is available and the employee is able to perform the duty of the job so assigned and has been cleared by his/her doctor to return to those duties.

ARTICLE XXI – GRIEVANCE PROCEDURE

Section 21.1 – Purpose

The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure.

Section 21.2 – Definitions

A grievant is defined as "an employee having a grievance," or, in connection with Union rights, "the Union (Service Employees Union Local 925)." A "grievance" is defined as an allegation by a grievant that the terms of this Agreement have been violated.

Section 21.3 – Rights to Representation

A grievant may be represented at all stages of the grievance procedure by him/herself, or at his/her option, by the Union. If an employee presents his/her own grievance, without Union representation, the settlement of the grievance will not be inconsistent with the terms of this Collective Bargaining Agreement.

Section 21.4 – Time Limitation

Formal filing of a grievance, as hereinafter set forth, shall be initiated by the employee in writing within ten (10) business days of the occurrence of the action which is the basis of the controversy or within ten (10) business days of the time when the grievant could have been expected to have learned of the occurrence, or the grievance will be deemed waived. If the stipulated time limits are not met by the District at one level, the grievant employee shall have the right to appeal the grievance to the next level of the procedure. If the stipulated time limits are not met by the grievant employee, the grievance shall be deemed waived.

Section 21.5 – Procedure

It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

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 interests of the District. Informal discussions between the employee and supervisor should take place before a formal grievance is filed.

A. Level One

If a grievance is not settled after informally discussing it with the immediate supervisor, the employee may file the grievance in writing with the immediate supervisor within ten (10) business days of the occurrence as provided in Section 21.4 above. The grievance shall cite the specific Article and Section of the Agreement that has been violated, the facts constituting the alleged violation and the remedy sought. If the immediate supervisor needs more information, he or she will arrange for a meeting with the grievant to take place. The supervisor shall provide the grievant and the Union with a written answer to the grievance, together with the reason(s) for the decision, within ten (10) business days after receiving the grievance or meeting with the grievant, whichever is later.

B. Level Two

If the grievance is not settled at Level One, or if no decision has been rendered within the stipulated time, the employee may file the grievance in writing with the Superintendent or designee within ten (10) business days after the grievant receives the supervisor's answer at Level One. The grievance shall cite the specific Article and Section of the Agreement that has been violated, the facts constituting the alleged violation and the remedy sought. If the Superintendent or designee needs more information, he or she shall arrange for a meeting with the grievant to take place. The Superintendent or designee shall provide the grievant and the Union with a written answer to the grievance, together with the reason(s) for the decision, within ten (10) business days after receiving the grievance or meeting with the grievant, whichever is later.

C. Level Three

If the grievance is not settled at Level Two, or if no decision has been rendered within the stipulated time, the employee may within ten (10) business days, request in writing that the grievance be submitted to the Board of Directors. The Board shall consider the grievance at its next regular meeting after receiving the appeal. If the Board needs more information, the Board will arrange for a meeting with the grievant to take place. The Board shall provide the grievant and the Union with a written answer to the grievance, together with the reason(s) for the decision, within ten (10) business days after the considering the grievance at its next regular meeting or meeting with the grievant, whichever is later.

Section 21.6 – Binding Arbitration

- A. If the grievance is not settled at Level Three, the Union may submit it to binding arbitration by providing written notice to the Superintendent within ten (10) business days of receipt of the Board's answer at Level Three.
- B. After filing a request for arbitration, but prior to selecting a hearing officer, the District and Union shall attempt to settle the grievance through mediation. The mediator and the date for the settlement conference will be mutually agreed upon by the District and the Union. Fees charged by the mediator, if any, shall be split equally by the parties. All other costs shall be borne by the party incurring them.
- C. If the parties are unable to settle the grievance through mediation, the District and Union will each appoint an attorney who will represent that party in the arbitration hearing. The attorneys shall confer and agree upon a hearing officer and a date for the arbitration hearing.
- D. The hearing officer's authority is limited to determining violations of the express terms of this Agreement. The hearing officer shall limit him/herself to the issues submitted involving the grievance and shall consider nothing else. S/he shall have no authority to add to, subtract from, or change the Agreement between the parties, but shall be permitted to rule on the arbitrability of the issues raised by the parties. The hearing officer shall have no authority to rule upon any matter which has been retained as a subjective judgment of management, such as ratings on performance evaluations or the measurement of an employee's or applicant's qualifications, skills, abilities, and experience.
- E. To encourage the parties to resolve the matter prior to arbitration, no party shall be permitted to offer any evidence or arguments at the arbitration hearing not already presented at Step One, Two or Three of the grievance process. The hearing officer shall have no authority to consider such evidence or arguments.
- F. The decision of the hearing officer shall be binding on both parties.
- G. In order to keep costs to a minimum, the arbitration hearing shall be held at a District facility or other free location arranged by the District.
- H. The cost of the hearing officer shall be shared equally by the parties. All other costs shall be borne by the party incurring such cost.

Section 21.7 – No Reprisals or Harassment

No reprisals of any kind will be taken by the Board or the school administration against any employee because of his/her participation in any grievance. There will be no harassment of Board members, administrators, or grievant during the processing of a grievance or thereafter.

All documents, communications, and records dealing with the processing of a grievance shall be filed separate from the personnel files of the participant(s).

ARTICLE XXII – EXPENSE TREATMENT

Section 22.1 – Clothing/Boot Allowance

The District will provide one pair of rubber boots at the work site for each employee in custodial and grounds/maintenance.

The District will provide raincoats for Crossing Guard personnel. All boots and raincoats provided by the District pursuant to this section shall be considered District property, shall only be used by employees in performance of their respective jobs, and shall remain on site when not in use.

Section 22.2 – Training Courses – Reimbursement

The District will pay for tuition costs up to two hundred dollars (\$200.00) per year per employee, if the class will benefit the employee's present position. This class must be approved by mutual agreement between the employee and the Superintendent.

Section 22.3 – Safety In-Service

The District agrees to pay for any first aid/CPR safety classes and fire prevention courses approved by the Superintendent or his/her designee for better working conditions.

Section 22.4 – Mileage Allowance

Employees who are directed by the District to travel in their own personal vehicle for their job shall receive the approved District mileage reimbursement rate.

ARTICLE XXIII – EMPLOYEE PROTECTION

Section 23.1 – Employee Protection

The District will provide insurance to defend and protect employees from liability for claims arising out of the employee's performance of duties for the District in accordance with state law as now or hereafter amended.

Section 23.2 – Control of Students

The District will provide training to employees who manage dangerous or disruptive students while employed by the Kalama School District. Other employees may attend the same training upon approval of the Superintendent or designee, and such time will be paid if it is during regular work hours, or unpaid if outside regular work hours.

Section 23.3 – 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 District will call upon other agencies such as police, the courts, and social agencies to help preserve the health and safety of all persons involved in a school situation.

- B. 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 XXIV – DISTRIBUTION, MODIFICATION AND DURATION OF AGREEMENT

Section 24.1 – Printing and Distributing the Working Agreement

Following the ratification and signing of the Agreement, each party will be responsible for distributing the Agreement to whomever that party desires, and for bearing the costs thereof.

Section 24.2 – Modification

If any part of this Agreement is rendered invalid by new legislation or regulation, or declared invalid by a court of competent jurisdiction, the remaining portions of this Agreement shall remain in full force and effect.

Section 24.3 – Duration of Agreement

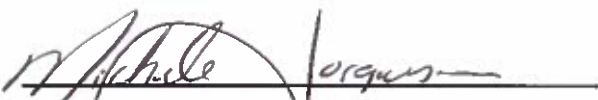
This Agreement shall become effective upon ratification and shall continue in effect until August 31, 2021. The content of this Agreement shall not be altered orally. This written Agreement constitutes the entire Agreement between the parties concluding collective bargaining for its term.


Neither party shall be required during the term of this Agreement to negotiate or bargain upon any issue covered herein; however, this Agreement may be altered, changed, added to, deleted from, or modified, by the mutual consent of the District and the Union.


During the terms of this Agreement the District agrees that there will be no lockout of employees covered by this Agreement.

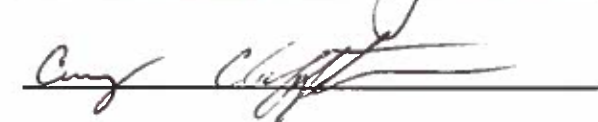
Dated this 26th day of November, 2018.

SEIU LOCAL 925




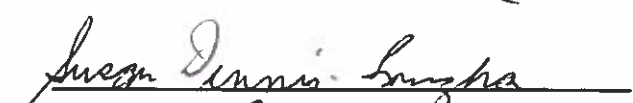








KALAMA SCHOOL DISTRICT











APPENDIX A

SEIU 2018-19 WAGE SCHEDULE						
		2%	4%	6%	8%	10%
Position	Base	5 Years	10 Years	15 Years	20 Years	25 Years
REGULAR POSITIONS						
Custodian	16.71	17.04	17.38	17.71	18.05	18.38
Custodian – Lead	18.96	19.34	19.72	20.10	20.48	20.86
Food Service Workers	14.41	14.70	14.99	15.27	15.56	15.85
Grounds/Assistant Maintenance	18.96	19.34	19.72	20.10	20.48	20.86
Health Care Specialist	18.41	18.78	19.15	19.52	19.88	20.25
Paraeducators	16.50	16.83	17.16	17.49	17.82	18.15
Paraeducators – Highly Qualified	17.09	17.43	17.77	18.11	18.46	18.80
Program Specialist	18.15	18.51	18.88	19.24	19.60	19.97
EXTRA WORK POSITIONS						
Extra Work*	12.65	12.90	13.16	13.41	13.66	13.92
Facilities Supervisor	13.78	14.06	14.33	14.61	14.88	15.16
Ticket Taker	13.66	13.93	14.21	14.48	14.75	15.03

**Twice per year, the district will provide employees an opportunity to sign up for extra work opportunities. When extra work opportunities are available, employees will be offered the work in order of seniority. If all employees on the extra work list decline the work, it shall be offered to people outside the unit. Employees will be paid their appropriate rate of pay.*

APPENDIX B – What Does "Just Cause" Mean?

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

1. Did the employer give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?
2. Was the employer's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?
3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the employer's investigation conducted fairly and objectively?
5. At the investigation, did the 'judge' obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree of discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his or her service with the employer?

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

APPENDIX C – WHAT IS THE “WEINGARTEN RIGHT”?

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

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

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

APPENDIX D – WHAT IS THE “LOUDERMILL RIGHT”?

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

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

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

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

APPENDIX E – UNION MEMBERSHIP OPT-OUT PROCEDURE

In accordance with Article 4 of the collective bargaining agreement, employees must make a one-time selection to become and remain members in good standing in the Union or opt out of Union membership. Employees have fifteen calendar days to make this choice.

An employee's choice to opt-out shall have no bearing on that employee's standing as an employee of the District and shall not impact the employee's legal right to the wages, hours and working conditions negotiated for employees in the bargaining unit. If an employee joins the Union, the employee will be entitled to all the rights and privileges of Union membership, including rights to run or vote for Union leadership positions and vote on ratification of the collective bargaining agreement. Current dues for Union membership are 1.7% of wages.

By signing below, I choose to opt-out of Union membership.

Employee Signature

Date

Employee Name (printed)

This form must be submitted via certified mail, postmarked no later than fifteen (15) calendar days from the commencement of employment to SEIU Local 925, 536 Oregon Way, Longview, Washington 98362.

APPENDIX F – STATEMENT OF LEVEL ONE GRIEVANCE

LOCAL #925/SEIU

KALAMA SCHOOL DISTRICT

Date: _____

Name of Grievant(s): _____

Date Alleged Grievance Occurred _____

Provision(s) in Agreement Allegedly Violated (Article[s] and Section[s]):

Brief Statement of Grievance:

Specific Relief Sought: _____

I am requesting a meeting to discuss this grievance. Suggested meeting times are: _____

Signature: _____

(Name)

(Date)

Received by: _____

(Name)

(Date)

If additional space is needed, use the back of this form or additional pages.

APPENDIX G – STATEMENT OF LEVEL TWO GRIEVANCE

LOCAL #925/SEIU

KALAMA SCHOOL DISTRICT

Date of Grievance: _____

Name of Employee(s) Aggrieved: _____

State the facts giving rise to the grievance:

Please attach letter from the immediate supervisor from level one grievance.

Identify the provisions by articles and sections of the Working Agreement alleged to be violated:

State the employee's contention with respect to these provisions:

Indicate specific relief requested:

I am requesting a meeting to discuss this grievance. Suggested meeting times are: _____

Signature: _____

(Name)

(Date)

Received by: _____

(Name)

(Date)

If additional space is needed, use the back of this form or additional pages.

APPENDIX H – STATEMENT OF LEVEL THREE GRIEVANCE

LOCAL #925/SEIU

KALAMA SCHOOL DISTRICT

Date of Grievance: _____

Name of Employee(s) Aggrieved: _____

State the facts giving rise to the grievance:

Please attach responses from the immediate supervisor and superintendent from level one and two grievances.

Identify the provisions by articles and sections of the Working Agreement alleged to be violated:

State the employee's contention with respect to these provisions:

Indicate specific relief requested:

I am requesting an opportunity to discuss this grievance in person with the Board of Directors. Please notify me of the date of the Board meeting at which this grievance will be submitted for consideration.

Signature: _____
(Name) (Date)

Received by: _____
(Name) (Date)

If additional space is needed, use the back of this form or additional pages.