

Collective Bargaining Agreement

Between



And

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 925**



September 1, 2019 - August 31, 2022

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AGREEMENT

between

VASHON ISLAND SCHOOL DISTRICT #402

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925

Preamble

This Agreement is by and between the Vashon Island School District #402 (hereinafter designated as the District), and the Service Employees International Union, Local 925 (hereinafter designated as the Union), for the purpose of governing their labor relations by fixing the scale of wages, schedules of hours and conditions of employment for the designated employees employed in the Vashon Island School District.

ARTICLE I - UNION RIGHTS

1.1 - Union Sole Bargaining Agent The District agrees to recognize the Union as the sole bargaining agent for the custodians, groundskeepers, maintenance workers and Child Nutrition employees within the classifications hereinafter mentioned and to deal with the representatives of the Union with respect to wages, hours, and working conditions, adjustment of grievances arising under this Agreement and all other pertinent matters.

1.2 - Union Security

1.2.1 No later than Oct 1, the District shall provide the Union an annual seniority status listing of all employees, in an Excel or other common electronic format, in alphabetical order, with name, employee ID number, home address, home phone number, cell phone number, work phone number, work email address, personal email address, date of birth, gender, race, work location, shift, hire date, classification, wage/salary, hours per week/month, and full-time equivalent (FTE) who are covered by this Agreement. Changes in status or classification shall be forwarded to this Union within 14 days of change being approved by the board of directors.

New Hires - When workers are newly hired or newly union eligible, or there is an update of the information in the paragraph above, the Employer shall provide an electronic list to the union within 14 days.

Notification shall include: First and last name, home address, home phone, cell phone (if provided), work phone number, work email, date of birth, race, gender, personal email, work email, job classification/title, department, work location, shift, date of hire, FTE, rate of pay (hourly or salary), last four digits of the social security number and employee identification number.

1.3 - Dues, Cope Deduction, The Union will notify the District, in a timely manner, of any new memberships to the union. The Employer shall deduct from the pay of such employee beginning with the next payroll the amount of dues as certified by the Secretary of the Union to be uniformly required as a condition of membership in the Union and shall transmit the same to the Treasurer of the Union. The District shall send an electronic Excel list each month with the following information: employee name, employee number, as well as the following information for the pay period – gross wages, total hours paid, gross overtime pay, total overtime hours paid, amount of dues deducted, and the amount of cope deducted.

Dues deduction authorization by the employee shall be on a form approved by the Union

Upon receipt of authorization that conforms to legal requirements, the Vashon School District shall deduct from the pay of such bargaining unit employee, the amount of contribution the employee voluntarily chooses, for deduction for political purposes and shall transmit the same to the Union on a check separate from the Union dues transmittal check.

The Union will indemnify, defend and hold the District harmless against any claims made against and any suit instituted against the District on account of Sections 1.2 or 1.3 of this agreement. The Union agrees to refund to the District any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof; or correcting adjustments may be made on the following month's payroll.

1.4 - Access to Building By Union Staff and Leadership The Organizer(s) and/or the Representatives for the Union may have access to all buildings covered by this Agreement to discharge his/her duties as the representative of the Union, provided he/she will check in as a visitor at each building, and provided further, that the employees are not disturbed in the performance of their duties. The District will also make available a suitable bulletin board at each school for the exclusive use of the Union.

1.5 - Job Stewards and Committees The District agrees that the Union shall appoint trained job stewards for the bargaining unit. The duties of the job stewards shall in no way interfere with the regular work assigned. However, with notice to the Supervisor, trained stewards may attend a meeting on behalf of an SEIU member without loss of wages or required make-up-time. A negotiating committee shall be selected by the Union.

The district shall allow leave of up to 24 hours per year for stewards to attend training provided by the union. The union shall reimburse the district for employee salary cost associated with coverage by substitutes if needed.

The Union shall have the right to attend new employee orientation to welcome new members, and aid in facilitation of the union process. Use of e-mail and district mail shall be provided at no added expense to the district. Designated union representatives shall be released with pay to attend the union portion of the orientation, inclusive of travel time to and from the worksite.

A union-designated safety representative shall serve on the District Safety Committee. Employees are encouraged to report safety concerns to the safety representative if they are not responded to in a timely manner by the immediate supervisor. Concerns brought to the attention of the District or Safety Committee by the safety representative will be responded to in writing by the Committee so

that the safety representative may report back to the originator of the complaint. Nothing in the section shall reduce the responsibility of each employee to report unsafe equipment, supplies, or conditions to his/her immediate supervisor.

ARTICLE II - CONDITIONS OF EMPLOYMENT

2.1 - Definition of Employees

2.1.1 - Employees: For the purpose of this Agreement, "Employees" refers to all annual or school term custodians, groundskeepers, maintenance workers and food services employees.

2.1.2 - Annual Employee: A person employed for a specific number of hours per day from 180 to 260 days .

2.1.3 - School Term Employee: A person employed for a specific number of hours for less than 190 days.

2.1.4 - New Employees: Employees who have yet to satisfactorily complete their probationary period as cited in Section 2.2.

2.1.5 - Substitutes: Persons hired as a temporary replacement to cover emergency situations or employee absences. Substitutes may not be hired in lieu of or to avoid the hiring of employees. Substitutes are not part of the bargaining unit and, as such, are not covered by this Agreement. See Section 2.9 for exception to this language.

2.1.6 - Full-Time Employees: A person normally scheduled to work a complete shift on a Monday through Friday basis.

2.1.7 – Supervisor: Director of Facilities, Food Service Director, Facilities Manager, or designee.

2.2 - Probationary Period (New Employees)

2.2.1 A probationary period for all new employees of ninety (90) calendar days from date of hire will be required.

2.2.2 Grievance and termination procedures are not applicable to new employees during their probationary period.

2.2.3 New employees shall be entitled to all other provisions of this Agreement.

2.3 - Work Week

2.3.1 A work week shall normally consist of five (5) consecutive eight (8) hour days to be completed in a nine (9) hour period or four (4), ten (10) hour days when mutually agreed to on a case-by-case basis.

2.3.1.1 A flex schedule will be mutually agreed upon by the employee and the Supervisor on a case-by-case basis. The decision is based on the District's operational needs.

2.3.2 Second shifts, in general, shall be defined as shifts occurring outside of the regular student day, or in summer outside of a regular day shift. Second shifts shall commence at the conclusion of the student day unless an alternative earlier start time is specified by the supervisor with reasonable cause. Employees assigned a second shift of 5 hours or more starting after noontime and extending beyond 5 pm will be provided a compensated 30 minute lunch period scheduled as close as practicable to the middle of the shift.

2.3.3 Each employee working 5 or more hours shall receive a thirty (30) minute uninterrupted lunch period as near the middle of the shift as practicable which is unpaid for day shift employees.

2.3.4 Employee lunch and break periods will be scheduled at specific times. Each full-time employee shall receive a fifteen (15) minute rest period for each four (4) hour shift, both of which shall be scheduled as near the middle of each half shift as is practical. Part-time employees shall receive one fifteen (15) minute rest period for each four (4) hour shift. Employees, with the approval of their supervisor, may develop a schedule that combines lunch and break periods. Deviation from the specified schedule must be approved in advance by the supervisor.

2.3.5 Employees required to work through their regular lunch periods will be given a time to eat at a time agreed upon by the employee and his/her supervisor.

2.3.6 In the event the District requires an employee to forego his/her lunch period and the employee works his/her entire shift, including the lunch period, he/she shall be compensated for the lunch period at overtime rates; provided, the immediate supervisor verifies that the employee was required to work the entire shift.

2.3.7 At least twenty-four (24) hours advance notice shall be given an employee prior to the commencement of a special schedule, special assignment, or temporary shift change except in case of emergency.

2.3.8 During winter and spring breaks, night custodians will be allowed to report to work at a mutually agreed upon time between the building administrator and the employee to work their shift hours. When mutually agreeable to the employee and his/her supervisor, other schedules may be utilized during these breaks. Night shift employees will be required to work an eight hour day when working the day shift.

2.3.9 When workload increases due to vacancy or increase in duties, the District shall notify in writing the administration and staff of the facilities affected. Principals shall be responsible for alerting staff and answering questions regarding staffing. Additionally, a building team consisting of a building administrator, facilities director and department members affected will meet to prioritize workloads and suggest a resolution. The superintendent has the right to accept or deny any proposed resolution. **(Form included, Attachment # 1).**

2.3.10 Though all district employees are responsible for the care and safety of students, bargaining unit employees will not be assigned primary responsibility for supervising students, especially in student discipline situations.

2.4 - Overtime

2.4.1 Any time worked in excess of eight (8) hours per day on the first shift or seven and one-half (7-1/2) hours on the second shift or on the sixth consecutive day, will be considered overtime to be paid at the rate of time and one-half per hour. All time past ten (10) hours when working a ten (10) hour day will be considered overtime.

2.4.2 Work performed on the seventh (7th) consecutive day will be paid for at two (2) times the regular rate.

2.5 - Call-Back Service

2.5.1 Call-back service for employees when authorized by the employees' supervisor, site administrator, or an administrator from the District Office will be paid at the overtime rate of not less than two (2) hours for any assignment.

2.5.2 The two (2) hour minimum applies only when an employee is called back.

2.5.3 Overtime required of an employee immediately before or after regular hours will not be covered by the two (2) hours.

2.5.4 The two-hour rate will not be required when such call back is due to the employee's negligence.

2.5.5 Calls from a supervisor or automated emergency system that require an employee to engage in work related activities but not return to the district worksite, will be paid at 1.5 times the regular rate of pay. A minimum of 15 minutes will be paid for any occurrence. Calls originating from individuals or sources not listed above will be reviewed on a case by case basis; employees should make every effort to contact supervisors prior to calling off duty co-workers.

2.6 - Special Equipment All special equipment required shall be furnished by the District, who shall determine the need for such equipment

2.7 - Clothing Allowance A clothing allowance of two-hundred dollars (\$200) per year per employee shall be provided for such items as, but not limited to, footwear and replacement of damaged clothing. All purchases made with these funds must be approved by the employee's Supervisor prior to submission for reimbursement.

Two way radios shall be provided when requested to aid in safety and communication.

2.8 - Pay for Highest Classification Whenever an employee is required by his/her supervisor to perform duties in two (2) or more of the job classifications listed in this Agreement, he/she shall be paid the higher rate for the hours worked in the higher classification. Employees substituting temporarily for other employees due to, but not limited to, absences, vacations, or business needs, shall be paid for the higher classification starting with the first (1st) working day of such substitution.

2.9 - Mileage All employees who have been authorized to use their own vehicles on District business shall be reimbursed at the mileage rate determined by the IRS established rate if the trip is in excess of one (1) mile.

2.10 - Substitutes for Absences The District will attempt to hire a substitute to cover employee absences during the school year. A plan describing expectations for employees if a substitute is not available will be developed by the District and clearly communicated to unit members as well as related certificated staff. Per School Board Policy 5610, substitutes working in the same position for 20 consecutive working days will be paid starting on the 21st day the regular hourly rate of pay for that position.

2.10.1 - During breaks and summer, substitute opportunities will be offered first to bargaining unit staff. A list of interested staff will be established by Sept 30th and June 15th. Work will be offered to listed staff members first based on seniority plus knowledge of the task. The employee will be made aware of the rate of pay and job classification prior to accepting substitute work. Total hours of work will not exceed 40hr/wk. The list will be maintained by the Director of Facilities/or designee.

2.11 – Special Assignments When special assignments arise, staff will be asked to participate based on seniority plus knowledge of the task and /or facility where the work is being done. The employee will be made aware of the rate of pay and job classification prior to accepting special assignments.

2.11.1 Catering

Catering is defined as any food service work that is in addition to providing food service for the state/federal NSB, NSLP and CACFP programs for student and staff within the district's schools. The offer to work a catering shift is given at least one week (7 days) before the event and when possible two weeks before the event. Work is offered based upon seniority, not to exceed the total of an 8 hour work day for any individual employee unless overtime is approved by the supervisor.

2.12 – Payment Schedule All SEIU members will receive 12 monthly payment installments. The exception will be those working a 175 day or less schedule; they will be paid for the hours worked within the month, prorated for vacations and holidays as applicable (see 4.2.4 a & b).

2.12.1 - The district will be responsible for conducting paid orientation training for all new employees and substitutes as appropriate which will include, but will not be limited to the following:

- A hard copy of the Agreement and a job description.
- Hours, location of work, school calendar job responsibilities, and placement step on the salary schedule.
- Required qualification courses and training programs, example– core competencies.
- Explanation of insurance plans and options.
- Training in student behavior management and confidentiality.
- The supervisor or designee will meet with new employee, or an employee who has been transferred or promoted to a new position, prior to his/her assuming duties and review pertinent information including but not limited to:
 - Job responsibilities.
 - Ensure that on-the-job training will be provided.
 - Introduction to supervisory staff, building staff.
 - Tour of the building, area and access to computer, email and phones.
 - Copy of staff handbook.

- Give necessary logistical information – timecards, breaks, etc.
- New employee's will "shadow" an experienced employee ("trainer") for up to two shifts in the area of the new employee's assignment. The trainer will demonstrate best practices with equipment and supplies, routine practices and standards, provide training on any special conditions of the assignment, and respond to questions and concerns of the new employee. The trainer will be compensated at 1.5 times their regular rate during the shadowing period. The training role shall be voluntary.

ARTICLE III – CHANGE OF STATUS

3.1 - Seniority

3.1.1 Seniority is defined as the length of continuous service in the Vashon School District as a custodial, grounds-keeping, maintenance or child nutrition employee.

3.1.2 Where qualifications are equal, the senior employee within a job description shall be given the opportunity to fill a vacancy and or additional time that the District has decided needs to be filled. Any employee(s) on a current Plan of Improvement will not be considered.

3.1.3 Where qualifications according to the job description, interview, & personnel file are equal, the senior employee within the job description shall be offered promotion.

3.1.4 In the event of promotion or transfer, or at the employee's request and mutually agreed upon by the Supervisor, the employee shall be given a trial of not more than sixty (60) days in the higher classification. Days of the trial period will be counted during the months of July and August when employees work during those months. Prior to sixty (60) days, that senior employee may be returned to his/her former or a comparable position if he/she is not performing satisfactorily. The employee shall receive the higher rate of pay during the trial period.

3.1.5 If the senior employee is passed over for promotion or returned to his/her former or a comparable position, he/she will receive, upon written request to his/her supervisor, a written notification of the reasons for such actions.

3.1.6 Reductions in force within each job description will occur in direct reverse seniority provided that more senior employees can bump employees of the next lower paying job description within their division. Recall from a reduction in force shall be based on seniority. Those employees will be placed in a reduction in force pool and remain there for two (2) years from the effective date of the reduction in force. They will be notified of all vacancies in all classifications within the SEIU.

3.1.7 Employee benefits, leave credits and seniority accrued prior to a leave of absence will be reinstated and/or maintained upon reemployment. Employee benefits, leave credits and seniority accrued prior to reduction in force will be reinstated and/or maintained upon reemployment providing such return to work occurs within twenty-four (24) months of the date of reduction in force. Seniority will not accrue during such leaves or reduction in forces.

3.1.8 The District agrees to post vacancies within five (5) days after the vacancy, within the District prior to posting of such vacancies outside the District. In-District postings will be advertised in all work locations for a period of five (5) working days before outside postings. If the position is not filled within twenty (20) working days after the deadline for applicants, the District will communicate the reason for the delay and the projected date for filling the position to the Union in writing upon request.

3.1.9 If a position is vacated after twenty (20) days employment due to an incomplete trial period, the position will be re-posted for three (3) days within the District to determine if District staff who did not previously apply would be interested in the position. New applicants will be compared to previous hiring pool applicants.

3.1.10 In the event an employee is transferred involuntarily for non-disciplinary reasons, the employee will receive in writing the reason(s) for such transfer a minimum of 5 working days prior to transfer. The transferred employee will make the appropriate rate of pay for the position, provided that they will not make less than the rate of pay of the position they were involuntarily transferred from.

3.1.11 If the District changes a general job description, it will initiate a meeting with the Union prior to posting to explain the rationale behind the change. The rationale will also be explained in writing upon request by the Union. Job descriptions will not be changed for the sole purpose of disqualifying current employees from filling vacancies.

3.2 - Notification

3.2.1 The District agrees to give each employee who has been on the payroll more than thirty (30) calendar days at least thirty (30) days notice of intended reduction in force, and each employee shall give the District at least thirty (30) days notice of his/her intention to quit. Failure of the employee to give such notice shall not constitute a breach of contract by the Union. This provision may be waved at the discretion of the Superintendent.

3.2.2 Notification of employment status for the following school year shall be provided in writing to all bargaining unit members no later than June 15th. If June 15th falls on a weekend notice will be provided the following Monday.

3.3 -Just Cause and Progressive Discipline

3.3.1 No employee will be disciplined without just and sufficient cause. (See Just Cause, Attachment #2.) Discipline will be corrective and punitive and will, except for serious offenses, follow a line of progression including:

1. Verbal warning (documented, dated, and signed by both parties).
2. Written reprimand
3. Suspension without pay
4. Discharge

Specific grounds, details, findings, and documentation forming the basis for any discipline will be given in writing to the employee and the union two (2) working days prior to the disciplinary meeting. The employee will be told of the right to union representation prior to any meeting which might lead to discipline, or any meeting held for disciplinary action. When a request for

representation is made, no action will take place until such representation is present or until two (2) days have passed. The two-day notice may be waived upon agreement of the individual, the district and the Union. The act of discipline shall be done in private and will be kept confidential by the District, unless otherwise required by the public disclosure law. The employer will forward notices of such actions to the union office.

3.3.2 Warning notices may be removed from personnel files two (2) years from date of notice at the written request of the employee to the supervisor. If denied, the employee may seek a final decision from the Superintendent/designee. All forms of correspondence related to poor or negative job performance will be acknowledged via signature on the correspondence. Such signature does not imply that the employee agrees with the correspondence.

3.3.3 An employee who develops some permanent or chronic physical or mental condition that incapacitates him/her from the proper performance of his/her duty, or which presents a hazard to himself/herself or his/her co-workers, after she/he has exhausted all her/his accumulated sick leave and vacation and Family and Medical Leave Act of 1993 (FMLA) time will be offered any job currently posted position in the district for which they are qualified. If the employee accepts the new position it will be at the new job's rate of pay. There will be a window of five(5) working days to review job postings past the last day of sick leave, vacation, or FMLA time, whichever is later. If there are no positions for which the employee is qualified, the employee may then be terminated.

3.3.4 Video surveillance of members is not allowed without an annual written advance notice to the union members. The employer and the union will meet to negotiate over the use of resulting tapes in relation to a union member on a case by case basis.

ARTICLE IV - HOLIDAYS AND VACATIONS

4.1 – Holidays

4.1.1 13 days for employees on a 221-260 day schedule on a prorated basis.

- | | |
|-------------------------------|-------------------------------|
| 1. NEW YEAR'S DAY | 7. LABOR DAY |
| 2. MARTIN LUTHER KING JR. DAY | 8. VETERANS' DAY |
| 3. PRESIDENTS' DAY | 9. THANKSGIVING DAY |
| 4. FRIDAY OF SPRING VACATION | 10. DAY AFTER
THANKSGIVING |
| 5. MEMORIAL DAY | 11. DAY BEFORE CHRISTMAS |
| 6. INDEPENDENCE DAY | 12. CHRISTMAS DAY |
| | 13. DAY BEFORE NEW
YEAR'S |

4.1.2 10 Days for employees on a 220 day or less schedule on a prorated basis.

- | | |
|-------------------------------|------------------------------|
| 1. NEW YEAR'S DAY | 6. LABOR DAY |
| 2. MARTIN LUTHER KING JR. DAY | 7. VETERANS' DAY |
| 3. PRESIDENTS' DAY | 8. THANKSGIVING DAY |
| 4. FRIDAY OF SPRING VACATION | 9. DAY AFTER
THANKSGIVING |

5. MEMORIAL DAY

10. CHRISTMAS DAY

If the student school year begins before Labor Day, employees who begin work before Labor Day will be paid for the Labor Day holiday.

4.1.3 If a holiday falls on the weekend the holiday will be designated and granted on the Friday preceding or the Monday following said holiday; if school will be in session on the Friday preceding or the Monday following such holiday, the District shall grant employees another day off in lieu of the holiday.

4.1.4 Employees shall receive holiday pay if they have been on the job or on approved sick or bereavement leave on both the day before and the day after such holiday.

4.1.5 Work performed on holidays shall be paid at one and one-half (1-1/2) times the regular rate of pay, plus, the employee shall receive an additional day off which will be taken at a time mutually agreed to between the employee and the District.

4.1.6 If a holiday falls within an employee's vacation period that day shall be designated holiday pay and not charged to the employee's vacation balance.

4.1.7 Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime. When a holiday as defined in section 4.1.1 or 4.1.2 falls on a week day, the regular time that the employee would have worked is credited toward the forty (40) hour work week for overtime.

4.2 - Vacations

4.2.1 An employee who has been with the district less than one year will receive one day per month up to ten (10) days. These days will be front loaded. Each annual employee will receive paid vacation according to the following schedule:

<u>Years of Employment</u>	<u>Vacation</u>
1 through 4 years	10 days
5-7 years	12 days
8-10 years	15 days
11-12 years	17 days
13-15 years	19 days
16 + years	20 days

4.2.2 After one (1) year's service, any employee leaving the employment of the District will receive vacation pay on a pro-rated basis of the actual months of employment.

4.2.3 An employee who quits without giving thirty (30) days notice of intention to quit employment will forfeit all vacation benefits.

4.2.4 Employees shall be eligible for paid vacation time at the beginning of each fiscal year. Vacations must be taken within the twelve (12) month period following the time when the vacation was earned.

- a. Year round classified staff should be encouraged to use their vacation to promote good mental and physical health. Any vacation days not used within the time period may be carried over not to exceed 5 days /year and 30 vacation days total in any year. Up to three (3) employees may request vacation on any student day for up to four (4) consecutive days. Vacation will be granted on a first apply, first granted basis upon receipt of vacation request by the Supervisor. Unless otherwise previously approved by the Supervisor, no leave will be scheduled during the first or last week of the school year, or the five working days before the school year begins.
- b. School term employees shall receive pro-rata pay in lieu of vacation in accordance with the schedule in Article 4.2.1. Pro-rata will determined by a comparison of total hours worked per year. One full-time (1.0 FTE) will establish the base-line for rating.

Note: 1.0 FTE = 260 days at 8 hours per day (2,080 hours)

4.2.6 If an employee is ill or incapacitated by an accident while on vacation, supported by a doctor's certificate, the balance of the vacation time due him or her will be suspended at the employee's option. Time off for an illness or accident will be used from the employee's accrued sick leave, if any, until the employee is recovered or until the sick leave is exhausted. The balance of the vacation due the employee may be used following recovery or at a time mutually agreed upon between the District and the employee.

4.2.7 If a person that is currently employed as an SEIU member part-time and is hired to do additional work as a substitute, additional prorated vacation time will accrue after 60 consecutive* calendar days. This prorated vacation time will be retroactive back to the first day worked in this long-term continuing position. *Approved leave by the Superintendent or Designee will be an exception to the "consecutive" rule.

4.2.8 When a new employee is hired with previous Washington State public school district experience, the employee will retain the same seniority as the employee had in his or her previous district with respect to the provision of vacation leave benefits as per section 4.2.1.

ARTICLE V - STAFF DEVELOPMENT

5.1 – Development Activities Employees will on average be provided ten (10) hours of staff development activities. However, no employee will receive less than eight (8) hours of staff development. Staff development planning may take place during periodic departmental meetings. Time spent at periodic departmental meeting may be considered staff development time.

5.2 - Pay Employees will be paid at the applicable rate of pay for all staff development time if they are required to attend outside of their regular shift. The extra pay will only be available if their total daily hours is more than their regular shift.

5.3 – Computer Terminal A computer terminal with internet/intranet access shall be identified and provided in each building for use by the employee.

5.4 – Performance Evaluations Performance evaluations are completed on an annual basis with all employees by August 31 of the current year for the professional growth of the employee and are not disciplinary in nature. An evaluation conference will be held with the employee to discuss the written evaluation with their Supervisor Only Supervisors will do performance evaluations (not leads or other union members). Employees shall have the right of rebuttal. When the Supervisor fails to evaluate the employee, the employee shall be considered the highest possible rating. If the Employee and Supervisor are unable to meet due to health or leave issues the evaluation will be rescheduled for a time agreed upon by both parties using any reasonable means (conference call, Skype, etc.).

5.5 - Staff Development Fund The district shall allocate three thousand six hundred dollars (\$3,600) annually (Sept 1) into the Staff Development fund. The District and the Union will develop a procedure to fairly distribute funds. Generally, this fund shall not be used for any training that the District normally does on an annual basis for employees to meet basic job requirements. In the event that all professional development monies are not spent, the monies remaining as of April 30th each year shall be pooled and available to employees who may have exceeded their allocation and had to pay for some of the costs out of their own pocket. They can be reimbursed. All professional development purchase orders from remaining extra funds must be submitted and approved by June 30.

ARTICLE VI - LEAVES

6.1 - Sick Leave

6.1.1 Employees in regular full-time positions shall earn one day sick leave per month's employment, the unused portion of which shall be cumulative from year to year with no maximum. Part-time employees shall earn sick leave on a pro-rata basis.

6.1.2 An employee, after twelve (12) months service, may upon need draw the sick leave which would be expected to be earned during the balance of the school year. If he/she does not actually work the balance of the year as expected, sick leave paid in excess of that earned shall be deducted from the final check.

6.1.3 Sick leave buy-out pursuant to state law, will be granted to employees covered by this Agreement if any other employee group in the District receives this benefit during the period of this Agreement. This benefit will be provided to this bargaining unit by Board Policy.

6.1.4 Employees are eligible for sick leave payment for the following reasons: employee illness; employee disability including disability due to pregnancy or childbirth; employee keeping medical, dental or optical appointments; employees caring for a child who suffers from a health condition that requires medical treatment or supervision. For purposes of this section, "child" means the natural or adoptive child of the employee or the employee's spouse or any child under the employee's legal guardianship, legal custody or foster care.

State laws indicate for whom sick leave can be used.

6.1.5 The district reserves the right to request verification by a medical professional for use of sick leave for three or more days for personal or family reasons.

6.2 - Bereavement Leave In the event of death within the immediate family of the employee, a maximum of five (5) days paid bereavement leave shall be allowed for the death of a husband, wife, mother, father, son, daughter, sister, brother, step parents and step siblings or any member of the employee's household with pre-approved paperwork; a maximum of two (2) days for that of a mother-in-law or father-in-law; and up to one (1) day for funerals of individuals not listed above, at the discretion of the Superintendent.

6.3 - General Leaves

6.3.1 Upon approval of the Superintendent, leave of absence may be granted to any employee for such things including but not limited to: (a) illness, (b) maternity, (c) other disability, (d) family circumstances, (e) education, etc.

6.3.2 The leave of absence of any employee on leave for reasons other than military service will terminate at the end of the fiscal year in which no service has been rendered.

6.3.3 Except for military service there shall be no other employment while on leave without prior approval of the Superintendent.

6.3.4 The District and the employee shall agree in writing to the terms of the leave of absence.

6.3.5 The District shall agree to re-employ the employee upon written request by giving first preference to any opening for which the employee is qualified.

6.3.6 Employee benefits, leave credits, and seniority earned prior to a leave of absence will be reinstated and/or maintained upon reemployment. Employee benefits, leave credits, and seniority accrued prior to a reduction in force will be reinstated and/or maintained in accordance with Section 3.1.7.

6.3.7 If there has been a reduction in force which would have affected an employee on leave, then the provisions of Section 3.1.6 shall prevail.

6.3.8 While on a leave of absence, the employee shall have the option, if the carrier permits and if the leave does not result in an increased premium cost, of remaining an active participant in fringe benefits programs by contributing thereto the amount required, with no District contribution.

6.3.9 Personal Leave All requests for a personal day other than emergencies require one (1) day advance notice and approval by the supervisor.

- a. Each employee may use up to (4) days of personal leave per year; personal leave can only be used one day at a time unless otherwise approved by the supervisor. Personal days shall not accumulate from year to year. Personal leave pay will not be charged against the employee's sick leave account. The District shall pay the employee the same as the pay the employee would receive by contract for a regular work day. Unless approved by a supervisor, no more than one (1) employee from each department or

- division, including food service, custodial, maintenance/grounds, may be granted personal leave on a given day. Leave must be taken in full or half day increments only.
- b. For 260 day employees, when the fiscal year exceeds 260 work days, the number of days that exceed 260 shall be scheduled as leave without pay as mutually agreed upon by the employee and their supervisor.

6.3.10 Religious Observance Leave Day. One paid day off per year will be available for observance of a religious holiday not otherwise included in the district calendar. The holiday must be recognized by a church or religious organization as identified under IRS Code 501.C.3. The District shall pay the employee the same as the pay the employee would receive by contract for a regular work day. Unless approved by a supervisor, no more than one (1) employee from each department or division, including food service, custodial, maintenance/grounds, may be granted such leave on a given day.

6.3.11 Emergency Leave – In the case of districtwide closure, employees may use up to two days of paid emergency leave.

6.3.12 Family Illness Leave An employee shall, upon request, be granted a leave of absence with pay for three (3) days during a contract year when such absence is occasioned by the illness of any relative.

After three (3) days an employee may use accumulated sick leave as allowed and under conditions described in Chapter 236, Laws of 1988, and any other applicable WACs.

6.3.13 Employees who use Family Medical Leave, or who are on approved Labor and Industries leave, are guaranteed return to their previous position and assignment on return to work unless their position and assignment have been eliminated, individual circumstances exist, i.e., medical release, or the timeframe of absences exceeds a consecutive 12 month period; then the employee may be placed in a similar position for which they are qualified. See attachment #3.

6.3.14 Jury Duty shall be handled according to District Policy available through the District office.

6.3.15 Leave Without Pay

Only after applicable leave is exhausted, leave without pay may be requested.

- a. An employee wishing to take leave without pay requires the approval of the supervisor, Superintendent and Board of Directors. For Food Service and Custodians on a regular student day a substitute must be arranged prior to approval.

Criteria for approval:

1. The chance for staff to take advantage of unique and rare opportunities and/or a clear link to professional development.
 2. Denial will be based on review of staff member's previous use of leave without pay, their overall pattern of absences and/or the negative impact on or disruption of the department or program.
- b. For 260 day employees, when the Fiscal year exceeds 260 workdays, the number of days that exceed 260 shall be scheduled as leave without pay as mutually agreed upon by the Supervisor and employee.

6.3.16 Domestic Violence/Sexual Abuse/Stalking Leave Eligible employees shall be entitled to take reasonable unpaid leave for domestic violence, sexual assault or stalking experienced by the employee, or for the use to care for and/or assist a family member who has experienced domestic violence, sexual assault or stalking. This section is modeled on Washington Law (RCW 49.76.). If RCW.49.76 changes substantially during the term of this agreement, this section shall be reopened upon request of either party. The party seeking to reopen shall give thirty (30) days notice.

6.3.17 Military Spouse Leave Up to fifteen(15) days of unpaid leave will be granted to an eligible employee who averages twenty or more hours of work per week, whose spouse is on leave from deployment or before and up to deployment during a period of military conflict. An employee who takes leave under this provision may elect any of the accrued paid leave to which the employee is entitled for any part of the leave provided under this provision. The employee must provide his or her supervisor with notice of the employee's intention to take leave within five (5) business days of receiving official notice that the employee's spouse will be on leave or of an impending call to active duty. This section is modeled on Washington Law (RCW 49.77). If RCW49.77 changes substantially during the term of this agreement, this section shall be reopened upon request of either party. The party seeking to reopen shall give thirty (30) days notice.

6.3.18 Military Caregiver Leave The Employer will grant an eligible employee who is a spouse, son, daughter, parent or next of kin of a covered service member with serious injury of illness up to a total of twenty-six (26) work weeks of unpaid leave during a single twelve (12) month period to care for a service member. A "covered service member" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation of therapy is otherwise in outpatient status or is otherwise on temporarily disability retired list for a serious injury or illness. A serious injury or illness is that which was incurred by the service member in the line of duty that may render the service member unfit to perform the duties of his or her office, member with a serious injury of illness begins on the first day the employee takes leave for this reason and ends twelve(12) months later, regardless of the twelve(12) month period established by the employer for other types of FMLA Leave. An eligible employee is limited to a combined total of twenty-six (26)work weeks of the leave for any FMLA-qualifying reason during a single twelve(12) month period. Only twelve(12) of the twenty-six(26) weeks total may be used for the FMLA qualifying reason other than to care for a covered service member. This provision shall be administered in accordance with the U.S.Department of Labor.

6.4 Conformity to State and Federal law will automatically apply.

ARTICLE VII - HEALTH AND WELFARE

7.1 – Medical, Dental and Vision Benefits

7.1.1 The District will make it possible for all employees working three (3) hours or more daily to be covered by a health and welfare plan which provides medical, dental and vision benefits at a pro-rated basis that may include some out of pocket expenses.

7.1.1 District will provide annually \$400 toward the benefits pool.

7.1.2 The District will make it possible for all employees working four (4) hours or more daily to be covered by a long term disability plan.

7.1.3 The District shall pay benefits on a twelve (12) month average benefit that is the average of the state payments beginning in September and ending in August for each full-time equivalent employee and a pro-rated amount for each employee working at least three (3) hours but fewer than eight (8) hours daily.

7.1.4 The amount per full-time equivalent employee shall change during the term of this Agreement according to the monthly amount funded for full-time equivalent employees in the State's Appropriations Act, if applicable.

7.1.5 While on a leave of absence, an employee shall have the option of remaining an active participant in the fringe benefits program in accordance with Section 6.4.8.

7.2 - Medical Tests or X-rays All medical tests or X-rays required of employees as a condition of employment shall be paid in full by the District. The District reserves the right to select the means by which such tests or X-rays are obtained.

7.2.1 The District shall reimburse the employees for transportation expenses incurred in fulfilling the above requirement.

7.3 - Retiree Medical/Dental Benefits Payment The District will absorb the state required funding of medical/dental benefits for retirees without reduction in the state allocation for medical/dental benefits for employees.

ARTICLE VIII - GRIEVANCE PROCEDURE

8.1 - Definition In the event that any difference arises between the District and any represented employee, or the union concerning the interpretation, application, or compliance with the provisions of this Agreement, such difference shall be deemed to be a grievance and shall be settled only in accordance with the grievance procedure set forth herein.

8.2 - Procedure

8.2.1

Step 1 The employee shall, within fifteen (15) working days of the time a grievance arises, discuss the grievance with his/her Supervisor or the facilities director. The employee may have a representative of the Union present. Every effort will be made at this step to resolve the grievance.

Step 2 If no settlement is reached at Step 1, the employee, if he/she considers the grievance to be valid, will produce in writing a statement of the grievance. The statement will be submitted in writing within ten (10) working days to the Supervisor for reconsideration with a copy forwarded to the Executive Director of Business and Operations and Superintendent. Within ten (10) working days, the recipient of the grievance shall submit a written statement,

(may be electronic) as to the disposition of the grievance to the employee with a copy to the Executive Director of Business and Operations, Superintendent, and SEIU Main office.

Step 3 If no settlement has been reached in Step 2 within the specified time limits, the employee may, within ten (10) working days, submit the written grievance to the Superintendent. Within ten (10) working days from submission of the grievance, the Superintendent shall meet with the grievant and shop steward or SEIU Union staff person. Then within 10 working days the Superintendent will submit a written statement as to the disposition of the grievance to the grievant, shop steward or SEIU Union staff person, Building Administrator and Facilities Director.

Step 4 If the disposition of the grievance by the Superintendent is unacceptable, the union may, within fifteen (15) working days of the response from Step 3, provide notice to the Superintendent of the union's intent to submit the grievance to mediation, or to proceed to Step 5 (arbitration) if the union is declining to participate in mediation. If the union requests mediation, the Superintendent will respond within ten (10) working days indicating whether the District agrees to mediate the matter. If the district and union are in agreement to mediate, mediation services will be requested from the Federal Mediation Conciliation Services (FMCS), the Public Employee Relations Commission, or such other neutral mediation services as may be otherwise agreed by the District and the grievant.

Step 5 If a resolution is not reached at mediation, or if either the District or the union has declined mediation, the grievance may be advanced to binding arbitration. The District and the Union may mutually agree to requesting expedited arbitration. To proceed to arbitration, the Union must file for arbitration with the Federal Mediation Conciliation Services (FMCS) within fifteen (15) working days after an unsuccessful mediation, or, if mediation is declined, within ten (10) working days from the date either party provided notice it declined mediation. The arbitrator shall be selected from the a list of seven (7) arbitrators provided by FMCS unless another agreement is reached regarding selection of the arbitrator. The parties must agree to an arbitrator from the list. If they cannot agree, the process to decide an arbitrator will be to alternatively strike arbitrators from the list. A coin toss will determine which party will be the first to cross out an arbitrators name.

8.2.2 If the grievant fails to submit written grievances to the next grievance step within the time limit so specified, it will be assumed that the grievant has dropped the grievance or accepted the resolution of the grievance at that level. However, by mutual agreement in writing of the parties, the time limits may be extended at any one of the steps. It is understood and agreed that outside of the school year, working days will be counted as those days the District's office is open.

8.2.3 The Union representative and/or steward at the request of the employee shall have an opportunity to be present at all grievance meetings. The union shall be copied on all proposed grievance resolutions. Grievance resolutions shall not violate the collective bargaining agreement.

8.3 The Arbitrator shall have no power or authority to rule on any claim for which another specific administrative remedial procedure is provided by law and this Agreement shall be construed such that no contractual rights are intended in said instance.

ARTICLE IX - MANAGEMENT RIGHTS

9.1 - Recognition

9.1.1 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 as has been its practice in the past. The Union recognizes the right of the District to hire, suspend, transfer, promote, demote or discipline employees and to maintain the discipline and efficiency of its employees; the right (which shall be exercised as provided in the paragraph hereof relating to termination of employment) to 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 Agreement, the right to establish and change work schedules and assignments and to eliminate, change or consolidate jobs; the right to direct the methods and processes of doing work, to introduce new and improved work methods or equipment, and to assign work to outside contractors, the right to determine the starting and quitting time and the number of hours to be worked; and the right to 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 right to decide qualifications of an employee or applicant and standards of performance required for a particular position.

9.1.2 The above enumeration of rights is not exhaustive and shall not be construed as a limitation of other rights of management. The exercise of the District's rights stated herein is an exclusive function of management except as specifically limited by this Agreement.

ARTICLE X-COMPENSATION

See SEIU Salary Schedule – Attachment #3

For the term of this agreement, all members of the bargaining unit shall receive an annual cost of living increase of 3% or the Implicit Price Deflator (IPD) whichever is greater.

If another bargaining unit receives an increase in medical benefits, the parties will meet to discuss possible comparable increases. A reopener does not apply to wage increases.

ARTICLE XI – LABOR / MANAGEMENT RELATIONS

11.1 - Departmental Meetings

The District and employees will cooperatively schedule problem-solving meetings within each applicable department on a periodic basis at least twice during the contract year. District administrators, departmental supervisors, and employees will jointly coordinate agendas for these meetings to address immediate or potential labor/management issues. The District will contact employees to cooperatively set specific meeting dates and times. The District will correspondingly notify employees of such meetings no later than five calendar days before the meeting is scheduled. Since these meetings are problem solving in nature, specific work plans will be developed with departmental supervisors during or following these meetings.

11.2 – Labor Management Team The District and defined SEIU representatives will meet a minimum of four times during the school year, with the first meeting occurring no later than October 31, to share and disseminate information and discuss and resolve workplace issues. Additional meetings may be requested by either party at any time.

11.2.1 Labor Management meetings will be scheduled for up to 1.5 hours and union team members will be released from job duties for up to 1.5 hours for each labor management meeting.

11.2.2 SEIU representatives will include three (3) members of the Union.

11.3 - Job Descriptions Recognizing that complete, uniform, and timely job descriptions are an important means to develop, maintain, and enhance amicable labor/management relations, the District will make a businesslike effort to maintain job descriptions in a manner conforming to professional standards.

11.4 - Information An employee orientation, safety training, and handbook will be provided to each new or returning employee.

11.5 – Chapter Meetings All SEIU members who attend Chapter meetings will not be compensated for time spent during the meeting.

ARTICLE XII - WORK STOPPAGES

12.1 - Strikes

12.1.1 The Union and the District agree that the public interest requires the efficient and uninterrupted performance of all classified employees and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage or strike.

12.1.2 In the event of any strike or work stoppage of Employees covered by this Agreement, the Union will immediately, upon notification from the District, attempt to secure an immediate and orderly return to work.

12.2 - Lockouts During the term of this Agreement, the District agrees that there will be no lockout of employees covered by this Agreement.

ARTICLE XIII - SUBCONTRACTING

13.1 There shall be no subcontracting of work currently or previously performed by the bargaining unit unless the members of the bargaining unit do not possess the skill set for job completion and meeting safety and liability standards. If a need is determined, the Union and District will meet to develop a Letter of Agreement specific to the interlocal agreement with the Vashon Parks Dept.

ARTICLE XIV - VOLUNTEERS

14.1 No work will be assigned to volunteers that would result in the reduction of regular hours for union members and will not be used to replace a reduction in force employee or terminated position.

14.2 Volunteers must be pre-approved for work that will enhance Vashon Island School District to be consistent with the Department and Vashon Island School District's goals and vision.

ARTICLE XV - CONDITIONS OF THE AGREEMENT

15.1 - Separability In the event that any provision of this Agreement shall at any time be declared invalid by any Court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect, and that the parties shall commence bargaining on any such provisions within fifteen (15) calendar days.

15.2 - Effective Date and Renewal This Agreement shall take effect on September 1, 2019, and remain in full force and effect until August 31, 2022.

ARTICLE XVI - DIGNITY, RESPECT AND FREEDOM FROM DISCRIMINATION

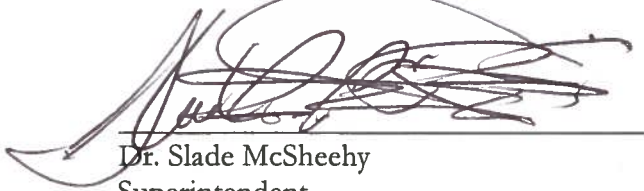
16.1 All employees are entitled to be treated with dignity and respect at all times.

16.2 The District shall not discriminate against employees based on race, creed, color, gender, gender expression, disability, union activity, sexual orientation, veteran status, genetic information or age.

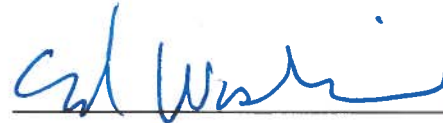
Signed and Agreed this 9th day of May, 2019

Vashon Island School District No. 402

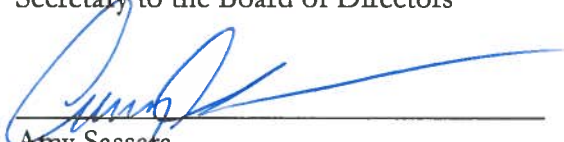
SEIU Local 925



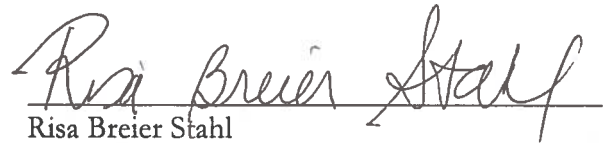
Dr. Slade McSheehy
Superintendent
Secretary to the Board of Directors



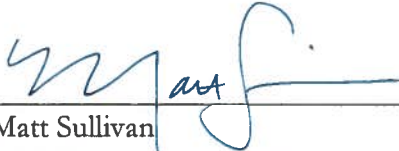
Ed Washington
Organizer Representative



Amy Sassara
Director of Human Resources



Risa Breier Stahl
Negotiations Delegate



Matt Sullivan
Executive Director of Bus. and Operations



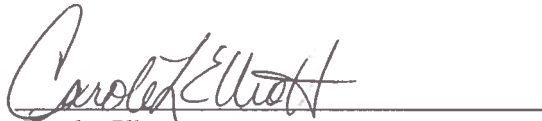
Evelyn Rivas
Negotiations Delegate



Kevin Dickerson
Director of Facilities



Mark Frey-McCrackyn
Negotiations Delegate



Carole Elliott
Facilities Manager



Lisa Cyra
Food Service Director

SEIU Agreement 2015-2019

Attachment #1
Section 2.3.9 SEIU Local 925
STAFF REMEDY FORM

This form is to be used when a position in a school building has been modified, reduced or eliminated.

A Remedy Team will convene. Membership will include the building administrator, the facilities director, an SEIU representative and a shop steward. Others may be brought in for discussion, information, and assistance in decision-making, but are not voting members.

Recommendations of the Remedy Team will be forwarded to the Superintendent.

Position: _____ School: _____

Issue:

Documentation:

Non-Monetary Resolution:

Monetary Resolution:

Signatures: _____ Date: _____

District Office Use Only: Forwarded to Superintendent for Review - Date Received: _____

_____ Approved _____ Denied

Comments:

Attachment #2
Section 3.2.2 SEIU Local 925
JUST CAUSE

The concept of "just cause" requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators have generally accepted, 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?

Attachment #3 SEIU Salary Schedule 2019-2022
Vashon Island School District

12%				3%
2019-2020	1-3 Year	4-6 Years	7-9 Years	10+ years
Kitchen Assistant	\$18.36	\$19.05	\$19.76	\$20.35
Custodian/Cook/Baker	\$20.99	\$21.78	\$22.59	\$23.26
Grounds/Maintenance	\$22.99	\$23.85	\$24.74	\$25.48
3%				
2020-2021	1-3 Years	4-6 Years	7-9 Years	10+ Years
Kitchen Assistant	\$18.91	\$19.62	\$20.35	\$20.96
Custodian/Cook/Baker	\$21.62	\$22.43	\$23.27	\$23.97
Grounds/Maintenance	\$23.68	\$24.56	\$25.48	\$26.24
3%				
2021-2022	1-3 Years	4-6 Years	7-9 Years	10+ years
Kitchen Assistant	\$19.48	\$20.21	\$20.96	\$21.59
Custodian/Cook/Baker	\$22.27	\$23.10	\$23.97	\$24.69
Grounds/Maintenance	\$24.39	\$25.30	\$26.25	\$27.04

Division Leads will receive 110% of employee's usual rate for the duration of this agreement

Substitute pay for all SEIU positions will be provided at the Year 1 rate of the Kitchen Assistant classification of pay.

Annual general wage increase will be 3% or IPD, whichever is greater.

If another bargaining unit receives increases in medical benefits the parties will meet to discuss comparable increases.

Project Specialist: In recognition of the unique skill set of employee Daniel Mayer and specific project needs of the District that would otherwise require the use of outside contractors, the position of Project Specialist is created. This position will exist during the tenure of Mr. Mayer and conclude at his retirement or resignation from the District. In the 2019-2020 year the compensation for this position will be \$30/hr. and will be adjusted at the same rate as all other positions in the bargaining unit in ensuing years.