Collective Bargaining Agreement

Between

Service Employees International Union Local 925

And

South Whidbey School District # 206

September 1, 2025 to August 31, 2027

SEIU925 South Whidbey Collective Bargaining Agreement

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PREAMBLE

This Agreement is made and entered into between the South Whidbey School District No. 206 (hereinafter referred to as the "District", Management, or "Employer") and the Service Employees International Union Local 925 (hereinafter referred to as the "Union", "SEIU925" or "Local 925"), an affiliate of the American Federation of Labor Congress of Industrial Organizations (AFL-CIO).

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

ARTICLE 1 – RECOGNITION AND COVERAGE OF AGREEMENT

1.1 Recognition Clause: The Board of Directors of the District recognizes the SEIU925 as the exclusive representative of classified Employees in the bargaining unit described in section 1.3, Description of Bargaining Unit, and the SEIU925 recognizes the responsibility of representing the interests of all such Employees.

1.2 Exclusive Representation: No other group or bargaining unit of the District shall bargain or grieve any of the provisions or past conditions contained herein.

1.3 Description of Bargaining Unit: The bargaining unit to which this Agreement is applicable is all personnel performing work as classified Employees in custodial, maintenance, food service and transportation of the District, as certified by the Public Employees Relations Commission (PERC).

1.4 Definition: Business day is defined as days when the Superintendent's office is open for business.

1.5 Scope of Appropriate Subject Matters: It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Union are grievance procedures and collective negotiations on personnel matters including wages, hours and working conditions. Regular meetings to confer and discuss the above and other issues are also appropriate.

1.6 Changes affecting this Agreement: It is further agreed and understood that the District will consult with the Union Officers and Committee persons and meet with the Union Representatives in order to bargain any desired changes covered by this Agreement.

1.7 Matters Not Covered by This Agreement: It is further recognized that this Agreement does not alter the responsibility of either party to meet with the other party to advise, discuss, or consult regarding matters concerning working conditions or conditions not covered by this Agreement.

1.8 New Classifications: The District agrees to advise the Union in writing of the establishment of all new classifications that could be covered by this bargaining unit, not currently covered under this Agreement. The district further agrees to negotiate with the Union all wages and hours of the new classification prior to filling the position. The District agrees to fill the new classifications according to the job bid procedure contained in this Agreement.

1.9 Reclassifications: An employee or supervisor who believes a position's duties or responsibilities have changed significantly may request review and evaluation of salary placement (which may include developing a new classification and new pay rate or premium pay). Such requests should be submitted to

the District Superintendent or designee. Any such change in salary placement shall be effective of the first date of request.

1.10 Classification Study Committee: The District and the Union shall form a study committee if necessary to address monetary concerns within a classification covered by the terms of this Agreement. That committee shall report to the Board of Directors with recommendations. Any minority report shall be included with that report. Committee membership shall include a District representative, a School Board member, a Union Representative and one (1) Employee from the affected classification.

ARTICLE 2- UNION MEMBERSHIP

2.1 Notification: The District shall notify SEIU925 and the SEIU925 chapter president of all new hires five (5) days prior to the new hire's first day of work, or as soon as practical, including name, home mailing address, job title, phone number, work email, work location and hire date.

2.2 Union Membership: SEIU925 and the District understand that at the heart of our labor management relationship is the shared interest in providing the best services to the public. While we often agree, a strong and vibrant union provides a true partner in the labor management relationship when disagreement becomes necessary. Therefore, is the expectation of both the SEIU925 and the District that the District and all agents and representatives of the District shall remain neutral on the issue of union membership and respect all employee's decision to join and maintain membership in their exclusive professional advocacy organization, SEIU925. To that end, all bargaining unit members shall have the option of joining and maintaining membership in the SEIU925 upon employment with the District in a bargaining unit.

2.3 Union Membership Rescission: Union members requesting to rescind membership and membership rights in their exclusive professional advocacy organization shall make such request in writing to SEIU925, following the SEIU925 constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing such conditions have been met, SEIU925 shall inform the District of such employee's non-member status consistent with the notification section of the Agreement, specifically Dues and COPE Deduction below.

2.4 Dues and COPE Deduction: On September 1 of each contract year SEIU925 shall provide a full and complete list of bargaining unit employees who are current members of SEIU925 to the District, and shall provide updates, additions, and/or other changes in membership status to the District on at least monthly basis thereafter. Upon notification of an employee's membership status in SEIU925 and or election to participate in the SEIU925 political program (COPE), the District shall deduct union dues and COPE contributions as identified by SEIU925. SEIU925 will provide a written statement signed by the employee attesting that they signed their membership application.

2.5 Indemnify and Hold Harmless: SEIU925 agrees to indemnify and hold harmless from all claims, demands, suits or other forms of liability that shall arise against the District for, or on account, of any membership dues or COPE deduction made from the pay of a bargaining unit employee.

2.6 Non-Interference: The District remains committed to its obligations under collective bargaining laws, including chapter RCW 41.56. These commitments include recognition that it would be an unfair labor practice "to interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by this chapter" or "to control, dominate, or interfere with a bargaining representative." RCW 41.56.140. The District agrees to reinforce with its administrators and supervisors the importance of these obligations.

2.7 Agency Fee Restoration Contingency: In the event there is a change in law or holding by a court of competent jurisdiction that allow for the withholding of dues or an equivalent fee as a condition of employment, the SEIU925 and the District agree to restore the concept of union security and dues deduction and negotiate the specific provisions in the CBA.

2.8 Union Orientation: Designated leaders and staff representatives shall have 30 minutes to meet on the job and on the clock with newly hired employees. Bargaining unit employees assigned to the union shall be released with pay inclusive of travel time if necessary for meeting with the new employee. Said meeting shall be scheduled at the end of the month when applicable.

ARTICLE 3 – RIGHTS OF EMPLOYER

3.1 Management Rights: It is agreed that the customary and usual rights, power, functions and authority of management are vested in management officials of the District. Included in these rights in accordance with applicable laws, and regulations, is the right to direct the workforce, the right to hire, evaluate, promote, retain, transfer and assign Employees in positions, and the right to release Employees from duties because of lack of work or levy loss or for any other legitimate reasons such as immorality, incompetence. The District shall retain the right to maintain efficiency of the District operation by determining the number and kinds of personnel by which such operation is conducted. The District agrees to use fair and reasonable judgment in the application of the above provision.

3.2 Rules and Regulations: The right to make reasonable rules and regulations is the acknowledged function of the District. In making rules and regulations relating to the personnel policies, procedures and practices and matters of working conditions, the District shall give due regard and consideration to the rights of the Union and Employees, and to the obligations imposed by the Agreement.

ARTICLE 4 – RIGHTS OF EMPLOYEES

4.1 Union Activity: It is agreed and understood 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 reprisal, to join and assist the Union. The freedom of such Employees to assist the Union shall be recognized as including participation in the management of the Union, and presentation of the views of the Union to the Management of the District or any other governmental body, the group, or individual.
The District shall take whatever action is required, or refrain from such action, in order to assure Employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any Employee organization.

4.2 Personal Concerns: Each Employee shall have the right to bring matters of personal concern to the attention of appropriate Union Representatives and/or appropriate Management officials of the District.

4.3 Employee Representation: Each Employee has the right to have a Union Representative or other available persons of their choosing present at any discussions between him/herself and Supervisors or other District officials in matters concerning their employment and/or working conditions.

4.4 Ban on Surveillances: No mechanical or electrical devices shall be installed by the District on District property without cause. Audio/video material will not be reviewed by anyone other than the

Superintendent and/or designees. Additionally, footage shall be used as supporting evidence on an existing allegation, or if another infraction is uncovered through that viewing, it may be acted upon; the District will not search for employee infractions as a regular practice, without first hearing a complaint. Furthermore, none shall be installed on any District property without notice of such to the SEIU925 Organizer Representative. In cases that the Organizer Representative cannot be reached, then the SEIU925 Chapter President will be contacted.

4.5 Rights of a Whistleblower: The District and the SEIU925 agree to protect the employment rights of a whistleblower who acts in good faith to report a detrimental condition or improper action of another Employee.

4.6 Personnel File: Any letter pertaining in any way to the Employee's working conditions, conduct or employment conditions, shall become part of the Employee's file only after it has been formally presented to the Employee. Such procedure shall be subject to all steps relative to the established grievance procedures, provided such procedures should become necessary.

All material resulting in disciplinary action shall be deleted upon request within two (2) years of the date of entry, provided there have been no similar or related incidents, except that such materials may be removed sooner at the discretion of the Superintendent.
Per RCW 28A.400.301 as written and in effect September 1, 2007, disciplinary action related to verbal or physical abuse or sexual misconduct resulting in termination will not be suppressed or removed from the employee's file.

The District will notify employees, and attach with the first paycheck at the beginning of each school year of their right to review their personnel file.

4.7 Employee Protection:

A. The District agrees to hold Employees harmless and defend from any financial loss, including attorney's fees for actions arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or failure to act by such Employee, within or without of District premises provided such Employee, at the time of the act or omission complained of, was acting within the scope of her/his employment or under the direction of the District.

B. Any case of assault (either verbal or physical) upon an Employee resulting from her/his employment shall be promptly reported to the immediate Supervisor. The District and employee will mutually agree to the selection of legal counsel and the District will reimburse the employee for the cost of such counsel with respect to such assault, and shall promptly render all assistance to the Employee in connection with the handling of the incident by law enforcement and judicial authorities.

4.8 Employment: At least 30 calendar days prior to the start of a new school year, the District shall notify all impacted staff, of any substantial changes in employment status.

4.9 Public Record Act Notification

PRA Notification Purpose: Due to the complexity of public records requirements, it can be a challenge for public information officers in State agencies and political subdivisions to know for certain which records are ripe for disclosure and which information may be excluded.

Public Records: The District agrees to notify SEIU Local 925 and the affected employee(s) when it receives a request for records containing personal information of, or pertaining to, bargaining unit members. The District will provide such notice as soon as possible upon receiving the request.

Notice will include:

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

4.10 District Provided Tools/Equipment: The employees may request new tools or equipment when existing tools/equipment are worn or broken. Requests will be made in writing to the District Superintendent. Such request will include alternate fleet vehicles. When such request is made in writing the District will provide a written response.

ARTICLE 5 – RIGHTS OF THE UNION

5.1 Bargaining Unit Representation: The Union has the right and responsibility to represent the interests of all Employees in the unit, to present its views to the District management on matters of concern, in writing, to consult or be consulted with respect to the formulation, development and implementation of personnel policies which are within the authority of the District, and to enter collective negotiations with the object of reaching an agreement applicable to those Employees within the unit.

5.2 Notification: The Union shall be notified by the District of any grievance or disciplinary action taken against an Employee in the unit in accordance with the provisions of Articles 16, Discipline and Discharge, and Article 22, Grievance Procedure. The Employee filing a grievance against the District is responsible for informing the Union of his/her action. The Employee is entitled to have an observer from the Union at hearings conducted by the District official or body arising out of the grievance and to make known the Union's views concerning the case.
The District agrees to give Employees reasonable notice of investigatory and/or disciplinary meetings and the problems or issues to be discussed. The Employee will be notified of their option to have a Union representative at the meeting if the Employee has a reasonable expectation that he or she may be disciplined. The District may take immediate disciplinary action depending on the seriousness of the Employees acts.

5.3 Membership List: The Employer will provide a monthly list after month payroll is completed (between the 15th and last day of each month) with the most up to date information regarding the status of each bargaining unit employee with the following information:

1. Spreadsheet 1 Employee Data: Employee ID, First Name, Last Name, Date of Hire, Department, Job Title, Work Location, Current FTE value, Pay Rate, Home Address,

Personal Phone, Cell Phone, Work Email, Employment Status (Active, On Leave, Layoff/Furlough, Separated), Date of Status Change

2. Spreadsheet 2 Dues Remittance: Employee ID, First Name, Last Name, Pay Period Hours Worked, Pay Period Gross Pay, Dues Deduction, COPE Deduction

5.4 Delegation: The Union reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Service Employees International Union.

5.5 Union Bulletin Boards: The District will provide bulletin boards in mutually agreeable locations for the purpose of posting Union notices information.

5.6 School Year Calendar: The Superintendent will propose calendar options with input from various constituency groups. The Union will present these options to its membership, survey the membership and provide input to the Superintendent for consideration.

5.7 No Strike Provision: The Union and the Employer agree that there will be no strikes, slowdown or work stoppage by the Union and/or lockout by the Employer during the term of this Agreement.

5.8 Annual Employee Orientation: Prior to the beginning of the school year, union representatives shall be provided with thirty (30) minutes with pay at each beginning of the year paid workgroup meeting for the purpose of orientating and updating members on relevant issues prior to the start of school.

ARTICLE 6 – UNION REPRESENTATION

6.1 Representation on District Time: The Union Representatives shall represent the Union and Employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion, complaints or grievances of Employees on District time when the nature of the grievance makes it necessary. They may not, however, continue to advise the Employee on courses or action after the Employee has indicated that he/she does not desire to pursue a grievance. They may consult with the District on complaints without a grievance being made by an individual Employee on those matters usually handled on a personal basis between the Superintendent and the Union Representative or appropriate Employee Committee.

6.2 Required Permission: Union Officers and Committee persons, when leaving their work, shall first obtain permission from their immediate Supervisor. Permission shall also be obtained from the immediate Supervisor of any Employee being contacted. The Employee will report to his/her Supervisors upon returning to work.

6.3 Meeting Attendance: Employees may attend any meeting of the Union as long as this time is made up at the end of the shift.

6.4 Union Leave; In- District: Negotiation and Labor Management meetings will be held at times mutually agreed to by the District and the Union. If by mutual agreement the parties schedule sessions during normal working hours, bargaining unit members will be released from the regular work assignment with pay. The District and SEIU will share the cost of one (1) employee from each Department. SEIU will reimburse the District the cost of any additional bargaining unit employees (or the cost of the substitute, but not both).

6.5 Union Leave; Out of District: The District shall grant a reasonable amount of time per contract year to employees for the purpose of participating in Union related activities outside of the District (leadership training, political activities, etc.), provided that, if needed, substitutes are available. Written requests submitted five (5) work days in advance may be approved by the Superintendent, or his/her designee. The Union will reimburse the District the cost of the substitute for each release day if a substitute is used or the cost of the employee if a substitute is not used.

ARTICLE 7- PROBATIONARY PERIOD

Section 7.1 Probationary Status- Each new hire shall remain in a probationary status for a period of not more than sixty (60) working days following the date of hire. During the probationary period, the District may discharge such Employee at their discretion with notice.

Section 7.2 Rights/Benefits of Probationary Employees- Upon completion of the probationary period, the Employee will be subject to all rights, benefits, duties and membership requirements contained in this Agreement, retroactive to his/her date of hire.

Section 7.3 Job Description- Supervisors shall provide a copy of the appropriate job description to all newly hired Employees within the first (1st) week of employment. The Supervisor and the Employee will review the job description to ensure that the Employee fully understands the assignment and the expectations.

ARTICLE 8- SENIORITY

Section 8.1 Seniority: Seniority shall be defined as the employees last beginning date of continuous employment in a permanent position. School-term employees shall be deemed as full-time employees for the purpose of seniority.
Employees hired on the same date will draw lots to determine the senior employee.

Section 8.2 Department and Classification Seniority: While seniority is generally understood to be defined as overall time in the bargaining unit as a permanent employee, time in separate classifications and departments shall also be tracked and may be considered for specific provisions of this agreement in the following order:

First Priority:	Job Classification
Second Priority:	Department
Third Priority:	Bargaining Unit

Classification: The term Classification shall include the job titles listed in the salary schedule in Appendix A.

Department: The term Department shall include maintenance, custodial, food services, and transportation.

8.3 Maintenance of Seniority: Employees who change classifications and/or departments will retain, but will not continue to accrue, seniority in all previous classifications and/or departments where they have been a permanent employee.

8.4 Seniority in Vacation: When multiple employees on the same day request vacation days for the same period of time, and the supervisor determines that this would cause undue disruption and cannot grant all parties simultaneous vacations, the most senior employee's request will be honored.

8.5 Loss of Seniority- The seniority rights of an employee shall be lost upon resignation, discharge or retirement from the District or the bargaining unit. Seniority will not accrue when an employee is on a leave without pay status for three (3)-consecutive months; provided, that seniority shall not be affected for leaves without pay due to 1) an on-the-job injury or 2) when the employee is on leave without pay because they have exhausted paid leave for an absence caused by their own personal illness.

This language will govern seniority, except as provided in 13.2, Route Determination and 13.5, Route Bidding.

ARTICLE 9- JOB BIDDING, ASSIGNMENT OF HOURS, OVERTIME & TRANSFER

9.1 Posting of Positions- Positions vacated for any reason, or newly created positions covered by this Agreement, shall be posted within twenty (20) work days following the vacancy **(provided the District plans to fill the vacancy)** and shall be subject to the following procedure:

a) **Job Posting:** A list of all job openings and promotions will be posted in all District schools ten (10) working days prior to filling on a permanent basis. The SWSD Web-site shall be considered as a method for advertising in all schools.

b) **Job Bidding:** Any Employee desiring to bid on any job shall submit a letter to the Human Resources office requesting consideration for such position, not later than ten (10) calendar days from the date of opening.

c) **Selection of Employees:**

Lateral and Entry Level Positions: The Employer shall award an open position that is lateral to an existing employees current position or otherwise an entry level position (non-promotional) to the classification to the most senior bargaining unit employee qualified for the position.

Promotional Positions: For promotion to a higher position a promotional team comprised of both District and SEIU designated personnel who shall base selection on the following:

- 50% Assessments: The assessments shall include some demonstration of knowledge, skills and ability (KSA) as determined by mutual agreement between the District and SEIU. The district and union will work collaboratively to mutually develop the assessments and scoring criteria. Such assessments may include, but are not limited to building inspections, recent evaluations, etc, provided such are relevant to the position sought. Employees who cannot demonstrate appropriate KSA competence shall be deemed unqualified for promotion, unless the District and SEIU mutually agree to a KSA development plan. If deemed unqualified see 15.6 Promotional Seniority Bypass.
- 20% by interview and applicant provided reference checks with questions determined by mutual agreement between the District and Union. The District and SEIU shall work collaboratively to mutually determine scoring criteria.
- 30% by Seniority.

The District shall promote the individual attaining the highest score based upon the before mentioned formula, unless the District and the Union agree otherwise.

Qualification: For the purposes of this section, qualified shall mean the ability of the employee to perform the essential functions of the position with minimal training.

Seniority Bypass in Filling an Open Position: Any Employee who is passed over in seniority shall be notified, in writing, no later than five (5) working days after the position is permanently filled. If the employee is not satisfied with the bypass reasons, that employee shall have every right to file under the provisions of the grievance procedure.

d) **Application Grievable:** Assignments made under the above provisions may be subject to the grievance procedure.

9.2 Testing- Any test administered for positions covered by this Agreement shall be limited to the scope of the job description.

9.3 Assignment of Additional Work and Overtime: Regular part-time employees, where qualified, shall be given preference for additional work.

9.3.1 Overtime Assignments; General: Overtime assignments shall be distributed in accordance with the seniority provisions as provided in Article 7, Seniority. The order of seniority shall be by classification (starting first at the work location), department (starting first at the work location) and then by bargaining unit.

In the assignments of overtime, the District agrees to provide the Employees with as much advanced notice as possible in the circumstances. Normally, an Employee designated to work overtime on days outside his/her regular work schedule will be advised of the possibility no later than twenty-four (24) hours prior to the end of his/her last shift before the overtime commences.

Additional provisions for Utility/Custodian employees are provided in 14.1, Use of Facilities.

9.3.2 Bus Drivers; Overtime: All hours worked in excess of forty (40) hours per week, regardless of the nature of the accumulated hours, shall be paid at the rate of time and one-half (1 ½) the regular rate of pay. All hours worked on Saturday trips shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay, all trips on Sunday will be at the rate of double time (2x).

9.4 Lateral Transfer- If an Employee desires a transfer to a lateral position (as determined by like compensation and like position), that Employee may notify the District of his/her desire to be considered for any open lateral position within the posting deadlines. All transfer requests will be considered on the basis of the Employee's qualifications for the position. If more than one (1) qualified Employee applies for transfer to the same position, departmental/classification seniority will be the determining factor. Transfer requests must be submitted by the end of the initial posting for the open position (consistent with Section 9.1 (a) & (b) of the initial date of the posting.

Transfer requests will be considered prior to requests for promotions. Prior to any transfer becoming final, the transferring Employee and the Principal/Supervisor may meet.

ARTICLE 10 – REDUCTION, LAYOFF AND RECALL

10.1 Union Notification of RIF or Reduction of Hours: When the District becomes aware that a RIF or reduction of hours may be necessary, it will notify the Union in a timely manner. Within 10 calendar days of notification, appropriate representatives from the Union and District will meet to review the issues and process. The Union and District will work together to review all possible alternatives. In the event that no alternative can be agreed to, the District will notify each member of the affected classification in writing and ask for volunteers.

Notice to Employee: After the meeting between the District and Union leadership and if the District determines that a RIF or reduction in hours within this bargaining unit is necessary, all affected employees will receive a twenty (20) workday notice, or notice by the last work day in May in case of a RIF/reduction implemented at the beginning of the next contract year, prior to the RIF/reduction. Such notice shall be in writing and provided to each employee in person.

10.2 Reduction in Force- Employees will be selected for reduction or layoff in reverse order of seniority within the department (as outlined in 8.2, Department and Classification Seniority) of the classification position selected for layoff or hours to be reduced within the department.
If a certain higher level classification within a department is selected for lay-off, this person to be laid off will have the right to bump any less senior employee in the department. Likewise, an employee slated to be laid off may use their seniority to bump less senior employees in another department if he/she meets the minimum qualifications for the position. The following procedure shall be used:

a) The District shall identify hours to be reduced within a building or program by classification.
b) The hours shall be reduced at the building/program from the least senior employee filling those hours at that building/program.
c) An employee so reduced may bump a less senior employee filling the same classification in another building such that the bumping employee is made whole for the loss of their hours in their previous assignment.
d) An employee who has nowhere to bump within their classification may bump a less senior employee in a classification within the same department such that the bumping employee is made as whole as possible for the loss of their hours in their previous assignment and providing the bumping employee is qualified to perform the work.
e) An employee who has nowhere to bump within their department may bump a less senior employee in another department in a classification such that the bumping employee is made as whole as possible for the loss of their hours in their previous assignment and providing the bumping employee is qualified to perform the work. For the purposes of this understanding, qualified shall be mean the ability of the employee to perform the essential functions of the position with minimal training.

10.3 Layoff and Recall- Employees terminated due to levy failure or other economic reversal shall be placed in a hiring pool for three (3) year period of time, and, as vacancies occur, rehiring shall be from the pool according to seniority and job classification. Employees who are rehired within eighteen (18) months will not be subject to article 7.1. Any Employee in the pool rejecting an offer of re-employment, shall be dropped from the pool and lose all rights and privileges based on his/her former employment.

Employees reduced, but not laid-off, shall have preference for any additional time offered in their department for which they are qualified provided such time will not result in them working additional time beyond what they were reduced and will not qualify such employee for overtime, in which case it shall be offered consistent with Collective Bargaining Agreement.

Should a levy fail for two (2) years in succession, the continuation of the rehiring pool shall be subject to bargaining.

ARTICLE 11 – General Working Conditions

11.1 Normal Work Schedules: The normal work schedule for regular full-time Employees shall be eight (8) hours per day for five (5) consecutive work days, Monday through Friday. Employees and Management may mutually agree in writing to a different arrangement with a copy to both parties and the Union.

11.2 Overtime Pay: Any hours worked over forty (40) hours per week or eight (8) hours per day for the District, in any combination of any department, shall be paid at a rate of time and one-half (1 ½), except for time worked on Saturday that will be paid at one and one-half (1 ½) the regular rate of pay, unless expressly provided elsewhere in this Agreement. Sundays and Holidays shall be at a rate of double time (2x).

11.3 Spring, Winter and Summer Vacation Times: During spring, winter, and summer vacation times, twelve (12) month Employees may be allowed to work four (4) ten hour consecutive days, subject to administrative scheduling. Any hours worked over forty (40) hours per week or ten (10) hours per day for the District, in any combination of any department, shall be paid at a rate of time and one-half (1 ½), except Sundays and Holidays, which shall be at a rate of double time (2x).

11.4 Work in Higher Rated Classification: Employees assigned to work within a higher classification, shall receive compensation commencing the first (1st) day.

11.5 Night and Swing Shift: Night and Swing shift (majority of time after 5:00PM) shall receive eight (8) hours pay for seven and one-half (7 ½) hours of work, but shall be required to remain on duty during their lunch period.

11.6 Meal and Rest Periods: All Employees shall be entitled to a thirty (30) minute duty-free lunch period on their own time, if it is possible for them to leave their job. If required to remain on duty or subject to call, there shall be no deduction for the meal period. There shall be no waiver of an employee's lunch period without mutual agreement between the employee, the Union, and the District.

Each Employee shall be entitled to fifteen (15) minutes rest period within each continuous four (4) hours of work.

11.7 Regular Employee: An employee regularly scheduled for one hundred eighty (180) or more days per year either part or full-time, shall be considered a regular employee.

11.8 Minimum Hours: When an employee is required to report to work, he/she shall receive a minimum of one and one-half (1 ½) hours call time to be paid at the regular rate of pay.

11.9 Summer Employment: School term employees will be given preference over all others for summer employment within the Bargaining Unit provided they can perform the duties.

11.10 Special Certification or License: All employees who are required to maintain a special certification or license as a condition of employment will be reimbursed for the cost of the test and certification/license except as noted in Article 13.26, Reporting of Driving Infractions.

11.11 Non Discrimination: Neither the District nor the Union shall discriminate against any employee, subject to this agreement on the basis of, race, creed, color, sex, religion, national origin, age, marital status, family with children status, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups.

11.12 Increase Workload: In the District's judgment, whenever objective considerations indicate an increase in work load, the supervisor, with the approval of Superintendent or designee, shall: (a) defer additional work, (b) redistribute work, and/or (c) add the work load to the position and prioritize the work functions (ie: what is ok to not get done?)

Employees who have their workload increased shall be notified in writing. Such notification shall be inserted into the employee's personnel file, attached to the relevant job description.
If the result of the review is an increase in work load this will be taken into consideration and referenced in the annual performance evaluation.

11.13 Septic Tank Duties/Safety: When Employees are required to perform duties on septic tanks, the District will provide the Employee with a proper air supply system (blower) as well as protective clothing (hip boots and rubber gloves that go all the way up to the elbow).

11.14 Required Training Pay and Expenses: All Employees shall be paid the regular rate of pay for all school or training courses required by the District and state, plus any transportation cost, tuition fees and any other required materials.

11.14.1 Training in Excess of One Week: The Employer and employee will determine the schedule for training and whether the employee will also be reporting to work during training. The Employee must continue working for the District, without repayment for the training, for at least one year. If the Employer and employee cannot agree, the training will not be approved.

11.14.2 Food Handler License: The District shall pay for the procurement and renewal of food service worker's Food Handler License.

11.15 Retirement Reporting: In determining whether an Employee subject to this Agreement is eligible for participation in the Washington State Public Employees Retirement System, the District shall report all hours worked, whether straight time, overtime or otherwise.

ARTICLE 12- FOOD SERVICE

12.1 State Food Service Workshops: Food service employees shall be given the opportunity to attend State food service workshops if the District determines that funds are available. The District shall reimburse the employees who attend food service workshops for expenses incurred for meals, lodging and mileage in accordance with District policy.

12.2 Use of Kitchen Facilities: Whenever school kitchen facilities are scheduled for use by either the District or by the community outside regular school hours, the immediate Supervisor shall schedule a food service employee to be present per the guidelines of the District Facility Use Policy. Any issue arising from this section or the District Facility Use Policy on use of kitchen facilities will be dealt with in Labor Management Committee.

12.3 District Meetings: Food service employees requested to attend a meeting called by the District during hours other than working hours shall be paid at the employee's appropriate rate of pay.

12.4 Substitute List: The Head Cook at each kitchen shall have charge of his/her own District provided substitute list.

12.5 Set up/Clean up Extra Days: Food service employees (Head Cooks) will be allowed five (5) days for Set-Up and one (1) day for Clean-Up; Food service employees (Assistant Cooks) will be allowed two (2) days for Set-up and one (1) day for clean-up.

12.6 Food Handlers License: see 11.14.1, Food Handler License.

12.7 Food Service Clothing: The District will provide two (2) aprons for use by each Food Service worker.

12.7.1 Food Service Clothing Reimbursement: Food Service employees shall be reimbursed up to of two hundred ($200) per year for work related clothing.

ARTICLE 13 – TRANSPORTATION

13.1 Definitions: For the purposes of this Article, the following definitions apply:

13.1.1 Route: Regular and reoccurring, one or more runs in the morning, midday, and afternoon.

13.1.2 Run: A segment of a route.

13.1.3 Basic Transportation Routes: Routes established to serve students to and from school on a regular and reoccurring basis as a part of the regular or special education requirements for the individual student. Routes will include adequate time for a restroom break. Basic Transportation Routes are determined by the Transportation Supervisor. Routes consist of one (1) or more of the following runs (AM and PM):

a) Secondary (Grades 5-12)
b) Elementary (Grades K-4)
c) All extra routes and extra trips

13.2 Route Determination: Regular routes will be bid on within twelve (12) school days after the start of school by seniority. If drivers cannot be present at bid selection, a written proxy may be accepted.

13.3 Emergency Route Determination: In cases of emergency the Supervisor of the Transportation Department shall fill the open route with the driver, who in his/her judgment fits the needs of the Transportation Department on the sixth (6^{th}) date of the leave/absence of the Driver. The Transportation Supervisor shall fill the open route using the following procedures:

a) Bidding shall be limited to two (2) bumps.
b) Only drivers with less hours shall be allowed to bid.
c) The third (3^{rd}) open route shall be filled by a substitute driver.
d) Once the driver returns, all drivers shall return to their regular routes.

13.4 Special Education Routes: Two (2) weeks after bid time, the District will develop an average run time for individual Special Education Transportation routes. The District will total the run time for each

week included in the period, and divide by the number of weeks, to determine a minimum route time. All parties understand that this is a protection for the employee during times of student illness.
Permanent changes in student ridership will result in a new minimum run time being calculated using a two (2) week period for calculation. Extra time will be used to perform transportation related duties as assigned by the Supervisor. After one (1) day of finding no acceptable alternative duty, the employee may choose to no longer receive daily pay for not driving the route.

13.5 Route Bidding: Any route vacated shall be subject to bid with the most senior bidding awarded the route. Summer postings will be for thirty (30) calendar days for bidding and school year postings for five (5) working days.

13.6 Summer School: Summer school shall be considered an integral part of this agreement and shall be assigned in the same manner as for regular route assignments.

13.7 Summer Trips: Drivers interested in summer trips shall be listed on a summer board and trips shall be awarded in rotation beginning with the most senior driver. Summer sign-up sheet shall be posted by the first week of June.

13.8 Field Trip Bidding: Drivers may bid on field trips, once per week, that would permit him/her to exceed forty (40) hours in any one (1) week. No driver shall miss, or be required to miss, any regular run to stay within the forty (40) hour week. Likewise, any driver exceeding forty (40) hours caused by an assigned trip shall not be required to release his/her remaining regular runs or bid trips in order to get hours below forty (40) hours. Regular drivers may not drive on field trips, which interfere with their regular route, during the first two weeks of a new school year.

13.9 Pre & Post Field Trip Non-Driving Time (PP NDR): Non-driving time shall be computed at fifteen (15) minutes pre-trip and fifteen (15) minutes post-trip, for a total of thirty (30) minutes per field trip of non-driving time, henceforth referred to as PP NDR Time. Duties will be inclusive of but not limited to; 1) fueling, 2) cleaning of bus, 3) map/directions, 4) all paperwork pertaining to said field trip, and 5) other duties necessary to complete said field trip.

13.10 Computation of Time: All driving, regardless of the nature of the trip, will be paid to the nearest tenth ($1/10^{th}$) of an hour. Time consumed by drivers on disciplinary problems, when the driver must invest time other than filling out misconduct reports, shall be paid at the driver's regular rate of pay.

13.11 Extra Trips/Standby Time: On extra trips, drivers shall be paid at the regular rate for added driving time, and time the driver is required to stay with his/her bus, except all hours worked on weekend trips shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay.

13.12 Overnight Trips: Drivers shall be paid thirty ($30) dollars for each night, which they are required to stay over, away from home. Wages for overnight trips shall be paid for actual driving time. The District shall reimburse employees for expenses incurred per District travel expense guidelines. Section 13.21, Minimum Guarantee of Hours, shall not be applicable to overnight trips.

13.13 Non-Driver Time (NDR): Driving time shall be computed from the time the bus leaves the barn until return, to the nearest minute. Driver shall be provided twenty (20) minutes to complete non-driving requirements (NDR) for each run. Total NDR time shall not exceed * forty (40) minutes* per day. * Does not include 10 minute pre-trip per shift as per past practice.
Non-driving requirements (NDR) shall be paid to:

a) *Prepare and maintain passenger lists giving student name, grade, bus stop coordinates and times of stops (AM and PM).

b) *Locate stops on prepared route maps.
c) Submit discipline reports when necessary.
d) Submit malfunction reports when required.
e) Fueling vehicles with the correct fuel product.
f) Clean interior of vehicle, including but not limited to: sweeping of floors, mopping if necessary or required by policy, dusting, replenishing or replacing disposable items, washing interior walls, ceilings, interior compartments, and interior window cleaning.
g) Clean outside of bus, including but not limited to: hand or machine washing of exterior surfaces, cleaning of exterior compartments, and exterior window cleaning.
h) Completion of required and/or necessary paperwork.
i) Post trip inspection.

When additional responsibilities are added to non-driving time, these will be mutually agreed upon by the bargaining process. If agreement cannot be reached on additional time, then said problem shall be submitted to the grievance procedure.

Additional NDR time will be granted if circumstance require the driver to perform duties beyond the forty (40) minute daily NDR limit with the approval of the supervisor. Circumstances that may require a driver to perform additional duties may include; sick child, road and weather conditions, and/or above routine discipline cases.

13.14 Non-Driving Time (NDR) Substitutes: Substitutes shall receive fifteen (15) minutes NDR time per shift. After working twenty (20) consecutive days on the same route, substitutes shall receive the same NDR time as a regular Driver

13.15 Extra Trips- Substitutes: Substitutes shall not be eligible to bid on extra trips.

13.16 Extra Trips- Bidding: All extra driving trips shall be subject to bid and posting in accordance with the adopted procedure. Said procedure may be changed upon mutual agreement between the District and the Union. Agreement must be in writing, signed by both parties and memorialized as part of the Collective Bargaining agreement. Any desired changes thereafter, by either party, will be bargained. Current procedure is attached as Appendix B.

13.17 Trip Assignment: When a trip is not filled by the bid procedure, it will be assigned by the Supervisor/designee on a rotation basis.

13.18 Guaranteed Days: Each regular Driver shall be guaranteed a minimum of one hundred eighty (180) days employment when school is in session; unless buses cannot operate due to road conditions, in which case they will be assigned their regular route on any make-up days; if the Driver should not be able to work on the make-up day due to illness or family emergency, she/he may use appropriate leave, may take the day as unpaid, or make arrangements to work another day.. If the Driver does not accept the assignment for any other reason, she/he will forfeit the day without pay.

13.19 Driver Absence: When a regular Driver is absent, his/her regular run is be filled by a regular Driver following a rotation system. No Driver shall drop his/her regularly assigned run to substitute for another Driver, unless reassigned by the Supervisor in accordance with 13.2, Route Determination.

13.20 Kindergarten/Special Education Substitute Drivers: Drivers substituting for kindergarten or special education bus shall be required to ride and learn the route(s). Once a Driver has learned the route(s), he/she shall be placed on a "Kindergarten and/or Special Education Sub List" and utilized in accordance with adopted procedures.

Drivers shall receive a normal rate of pay while learning the route.

13.21 Minimum Guarantee of Hours: No regular driving assignment or special call-in shall be for less than two (2) hours per run exclusive of NDR time. This section does not apply to mid-day runs (13.28, Mid-Day Runs).

13.22 Salary Computation: Transportation worksheets shall be attached to check stubs to include types and numbers of trips as well as hours, upon request.

13.23 Regular Driver Substitute: Regular Drivers who substitute for regular Drivers shall be paid at the regular rate of pay and shall receive regular allowable NDR time.

13.24 Alternative Means of Transportation: School District buses will be used to transport students to and from school, to all activities, and to field trips. The Board of Directors, through the Administration, does hold the right to determine other means of transportation for students when the number of students and/or the cost involved makes the District bus transportation prohibitive.

13.25 Physical Examinations: The District shall arrange and pay the cost of Drivers required physical exams.

13.26 Reporting of Driving Infractions: Employees who, in the normal course of their employment, drive a District vehicle and receives a citation for violation of state and/or local laws relating to DUI. or reckless driving shall report the citation to his/her Supervisor within twenty-four (24) hours.

13.27 License Suspensions, Revocations, & Disqualifications: Drivers must notify the District if their license is suspended, revoked, or canceled or if disqualified from operation of a commercial vehicle. This must be done before the end of the first (1st) business day following the day notice is received of the actions taken.

13.28 Mid-Day Runs: After regular routes have been selected, the drivers, by seniority, shall select mid-day runs, which will be posted, to fill their daily schedule up to but not to exceed eight (8) hours per day. Mid-day runs include noon preschool, kindergarten, skills vocation, and head start. Mid-day runs occur between the hours 9:00 AM and 1:00 PM. Mid-day runs will be paid for actual run time with no guaranteed minimum time and no NDR as found in 13.13, Non-Driver Time (NDR), and 13.21, Minimum Guarantee of Hours. If the mid-day run requires a vehicle other than the driver's regularly scheduled vehicle additional time may be added with the supervisor's approval.

13.29 Needs Assessment (Bus Monitor): Bus drivers who believe a safety or health concern exists on their bus run may submit to their immediate supervisor a request for a Needs Assessment. The District will complete a needs assessment and respond to the bus driver within five (5) work days of the request. The District will assign an appropriately qualified individual to conduct this assessment

13.30 Driver Trainer: The driver trainer shall be paid one ($1.00) dollar per hour more than a regular driver at the step rate appropriate to that employee on the wage scale. Certified driver trainer will be assigned, on an as needed basis, by the Assistant Superintendent of Business.

13.31 Transportation Clothing Allowance: Transportation employees shall be reimbursed up to one hundred ($100.00) per year for work related clothing.

ARTICLE 14 – MAINTENANCE, UTILITY AND CUSTODIAL

14.1 Use of Facilities- Whenever School facilities are scheduled for use by either the school or by community agencies, on regular work hours or overtime hours, utility/custodial persons shall be present at the discretion of the Superintendent or his/her designee, and paid for at his/her applicable rate of pay.

Utility/Custodial person in each school will be listed by seniority and assigned to those events on a rotation basis at their respective schools. By the end of September the District will ask all Maintenance, Utility and Custodial staff, if they wish to be considered for overtime. The District will utilize this list, when overtime is required. Employees may add or remove their name from this list, by providing written notice, by email or otherwise, to the District. Any new hires, hired after September, will have the same opportunity

On early release days, break periods, emergency days and non-student days, Utility/Custodial persons may adjust work hours subject to prior Supervisory approval.

14.2 Utility/Day Custodian Substitutes- When a Utility or day custodian is absent, and the District determines that a substitute is needed, first preference will be given to the evening Custodians at the particular building.

If no one is available or willing, second preference will be by a roster set up by September 15. A Utility substitute roster will be revised at the beginning of each school year. Those Custodians that wish to be included on this roster must first be willing to substitute in their own building, and will be listed by District seniority, and also must indicate whether they will work single or multiple days.

When the substitute caller reaches an answering machine, this will count as a rejection. An employee who rejects three (3) such offers in a school year will be removed from the roster for the remainder of the school year.

14.3 Emergency Call-Outs- Emergency call out assignments will be made by the Supervisor dependent on the skills required, on a rotational basis. The District agrees to maintain a log of emergency call-outs, which will be open for review at any time.

14.4 Maintenance-Custodial Clothing:

14.4.1 Maintenance Clothing Reimbursement: Maintenance Employees of the District shall be reimbursed for the purchase of work related clothing; amount not to exceed two fifty hundred ($250.00) per year. Purchases must be receipted, and the employer may require visual inspection of the items purchased. The district reserves the right to reject reimbursement if the employee chooses not to allow inspection and/or clothing is deemed inappropriate for work.

14.4.2 Custodial Clothing Reimbursement: Custodial Employees, Utility persons, and Groundskeepers shall be paid an allowance for the purchase of work related clothing; amount not to exceed two hundred dollars ($200) per year. Purchases must be receipted, and the employer may require visual inspection of the items purchased. The district reserves the right to reject reimbursement if the employee chooses not to allow inspection and/or clothing is deemed inappropriate for work.

14.4.3 Groundskeeper, Maintenance & Transporter: The District will provide rain gear, gloves and rubber boots for use by the Groundskeepers, Maintenance and Transporter.

14.5 Tool Allowance: Maintenance and Mechanical Employees who are required by the District to use their own tools in the performance of their duties for the District, shall be reimbursed for the cost of repair or replacement, whichever is determined appropriate by mutual agreement of the Employee and Supervisor, of tools damaged, destroyed, stolen, vandalized or worn out due to use in the District. The District's obligation herein shall not exceed two hundred fifty dollars ($250.00) per year for each Bus Mechanic and one hundred and seventy five dollars ($175) per year for each Maintenance Employee.

ARTICLE 15 - NO SUBCONTRACTING

15.1 Bargaining Unit Work: No one shall take the place of or substitute for a working person within the classifications covered by this Agreement, thus depriving a person of a job, except in the case of an emergency. Employees other than bargaining unit members may as needed, perform tasks or work alongside bargaining unit members doing work, which normally would be performed, by bargaining unit members, on an infrequent, occasional basis. The District agrees to specifically direct all Supervisors to fully follow the terms of this language. If any issue arises on this subject, the Union has the ability to use the contractual remedies available.

15.2 Contracting Services: The District agrees not to contract out any jobs that Employees covered by the Labor Agreement are qualified to perform through the life of this Agreement. Time sensitive and/or emergent projects are exempt from this provision, so long as no employee loses work hours due to the district using outside companies.

ARTICLE 16 - HOLIDAYS

16.1 Holidays Celebrated- Twelve (12) Month Employees- Twelve (12) month Employees shall be paid for two hundred sixty (260) days (2,080 hours). ~~He/she~~ They shall be entitled to the following paid holidays. If one of the designated holidays falls on a Saturday or Sunday, or if school is in session on any of these holidays, the Employee will receive pay for that day.

Labor Day	One (1) day	New Year's Eve Day	One (1) day
Veteran's Day	One (1) day	New Year's Day	One (1) day
Thanksgiving Day	One (1) day	Martin Luther King Day	One (1) day
Day after Thanksgiving	One (1) day	President's Day	One (1) day
Christmas Eve	One (1) day	Memorial Day	One (1) day
Christmas Day	One (1) day	Juneteenth (6/19)	One (1) day
		Fourth (4th) of July	One (1) day

16.2 Holidays Celebrated- School Term Employees: School Term Employees are entitled to eleven (11) paid holidays as follows:

Veteran's Day	One (1) day	New Year's Eve Day	One (1) day
Thanksgiving Day	One (1) day	New Year's Day	One (1) day
Day after Thanksgiving	One (1) day	Martin Luther King Day	One (1) day
Christmas Eve	One (1) day	President's Day	One (1) day
Christmas Day	One (1) day	Memorial Day	One (1) day
Labor Day	One (1) day		

Employees whose work year encompasses the Juneteenth (6/19) and/or the Fourth (4th) of July holiday(s) shall be paid at their regular average daily number of hours at their regular rate of pay.

16.3 Holidays During Vacation: Should a holiday occur while an Employee is on vacation, the Employee shall be allowed to take one (1) extra day of vacation with pay in lieu of the holiday as such.

16.4 Personal Leave: Four (4) personal leave days shall be granted to Employees. This day may accumulate from year to year to a maximum of five (5) days. Employees will NOT be required to state any reason for the leave other than personal. Scheduling of personal days off is first come first serve basis.

a) No more than one (1) Employee per "classification" in the District shall be granted leave on the same day. "Classification" for the purpose of this Article only, shall be defined as: 1) Food Service; 2) Transportation; 3) Custodian/Utility/Courier; and 4) Maintenance/Grounds.
b) Personal leave may not be used during the first (1st) week or during the last three (3) weeks of school.
c) Personal leave shall not be used to extend a vacation.
d) If the personal leave days are not used, the Employee shall be compensated for one day at one hundred-percent (100%) of their rate of pay.

ARTICLE 17- SICK LEAVE, EMERGENCY LEAVE

17.1 Regular Employees: A regular employee is entitled to and will be credited twelve (12) days of sick leave per year at the beginning of each contract year, prorated based on their average daily hours.

17.2 Substitute Employees: Substitute employees shall accrue one (1) hour of sick leave for every forty (40) hours they work during the contract year.

17.3 Termination Prior to Actual Accrual: In the event an employee should terminate employment voluntarily having used, because of advance crediting, more sick leave days than entitled, adjustment to salary due but unpaid or procedures for repayment will be implemented by the District as appropriate.

17.4 Sick Leave Purpose, Definition of Family, and Minimum Use:

17.5 Purpose: In addition to use of emergencies (17.9 Emergency Leave), an employee may use accrued sick leave for the following purposes:

1) Mental/Physical Illness, Injury or Health Condition for themselves or family member;
2) Treatment of Mental/Physical Illness, Injury or Health Condition for themselves for family member;
3) Preventative Medical Care for themselves or family member;
4) Employer is closed by order of a public official for any health-related reason,
5) Employee's child's school or place of care is closed by order of a public official for any health-related reason;
6) Absences that qualify for leave under the Washington State Domestic Violence Leave Act.

17.6 Definition of Family Member: The definition of 'Family Member' shall include Parent, Child, Spouse, Registered Domestic Partner, Sibling, Grandchild or Grandparent. Child and Parent shall include biological, adopted/adoptive, foster, de factor, step, in loco parentis and legal guardian.

17.7 Sick Leave Usage Minimum: Employees shall use sick leave in time increments consistent with the Employers payroll time tracking system, but in no case in increments beyond one (1) hour. *ie: If an*

employer's payroll system tracks time in 15 minute increments, the employer shall allow such employees to use paid sick leave in 15 minute increments.

17.8 Sick Leave Accrual and Carryover Maximum: Employees shall be allowed to accrue and carryover from year to year up to their annually contracted amount of days, up to a maximum of one hundred (180) days at a maximum of eight (8) hours per day.

17.9 Emergency Leave: Personal emergencies are those that require the employee's attention and are of such a nature that prior planning is not possible.

17.10 Physician Statement: An employee claiming sick leave benefits for more than four (4) consecutive work days may be required by the District to submit a written statement from the employee's health care professional which outlines the need for continued absence for medical reasons.

17.11 Attendance Incentive: An Employee who separates from the District for retirement or death may convert up to one hundred eighty (180) days of accumulated unused sick leave to monetary compensation at the rate of one (1) day's current compensation for each four (4) days of accrued sick leave. In the case of an employee death, all rights to this provision will be extended to their surviving family members. Any such conversion shall be subject to the terms and limitations of applicable regulations. If the bargaining unit adopts a VEBA program, the attendance incentive is paid according to VEBA regulations.

17.12 Combining of Leave Benefits Relative to Workers Compensation and Paid Family Medical Leave: When an Employee is eligible for benefits under Washington State Paid Family Medical Leave (PFML) or from the Department of Labor and Industries Industrial Insurance Program, PFML or supplement industrial insurance and sick leave may be combined, at the option of the employee, so that both combined will equal up to the Employee's regular salary. The amount of leave used nay not result in the employee's total pay exceeding one hundred percent of the employee's full pay when combined with the industrial insurance compensation benefits.

Employees who choose not to supplement tis benefit with accrued leave must provide the District notice, otherwise, the default will result in initially charging the employee sick leave and reimbursing the employee's sick leave after the District receives documentation from the Department of Labor and Industries.

This shall begin as of the first day of absence from work.

17.13 Accrued Sick Leave Statements: The District agrees to furnish all Employees an accrued sick leave statement upon request and at least once a year.

17.14 Zero Sick Leave Balance Counseling: The District will meet and counsel a bargaining unit employee who exhausts the employee's sick leave balance prior to considering progressive discipline.

ARTICLE 18- LEAVE OF ABSENCE

18.1 Extended Leaves of Absence: Upon recommendation of the immediate Supervisor through administrative channels to the Superintendent, and upon approval of the School Board of Directors, an Employee may be granted an extended leave of absence for a period not to exceed one (1) year.

18.2 Covering Short Term Absences, Food Service: When a food service employee is absent for less than twenty (20) working days (a long term absence), the shift will be offered on a rotation basis from among the employees regularly assigned to the kitchen in question, before using substitute employees.

18.3 Covering Long Term Absences, Food Service: For filling absences of twenty (20) working days or longer, the opportunity will be offered on the basis of seniority to regular food service employees on a District-wide basis, provided the opportunity represents a chance to earn a higher rate of pay and/or additional hours, before using substitute employees.

18.4 Bereavement Leave: Up to five (5) days (working) non-cumulative, bereavement leave will be granted in the event of serious illness or death in the immediate family. For this purpose, the immediate family is defined to include mother, father, sister, brother, husband, wife, son, daughter, and a maximum of three (3) days for son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchild, or grandparent, and up to one (1) day for funerals of other relatives.
Two (2) additional working days may be granted when extended travel out-of-state is required or in cases when tragic circumstances prevail. Bereavement leave shall be granted per incident, provided such additional leave taken shall be deducted from Section 17.1. Serious illness is defined: that requires hospitalization or a doctor's care.

18.5 Military Leave: The District will abide by state RCWs regarding Military Leave, and continue its current practice with regards to Military Leave.

18.6 Legal & Civic Duty: Leave will be granted for the time necessary to appear in any legal proceeding connected with an Employee's employment or with the school system. If subpoenaed or summoned as a witness or a juror, the Employee will consent to serve without salary deduction, but with witness fee or jury fee refunded to the District.

18.7 Post Leave Assignment: The returning Employee will be allowed to return to the identical position if the leave is ninety (90) working days or less. For leaves greater than ninety (90) working days, the returning Employee will not necessarily be assigned to the identical position occupied before the leave of absence. However, provided a vacancy exists for which the Employee is qualified, the Employee shall be reinstated to a position equivalent in duties and salary to that held at the time of the request for leave of absence was approved.

Eligibility for such re-employment shall continue for a period of one (1) year only, after which it is terminated. Further, if re-employment is offered during the first (1st) year period, which in turn, is declined by the Employee, the Employee will lose his reinstatement rights as of that date.

18.8 Rights While on Leave: The Employee will retain accrued sick leave, vested vacation rights and seniority rights while on leave of absence. However, vacation credits and sick leave shall not accrue while the Employee is on leave of absence.

ARTICLE 19- VACATIONS

19.1 Twelve (12) Month Accrual Schedule: Twelve (12) month Employees shall be entitled to paid vacation as follows:

1-3 years	10 working days
4-6 years	16 working days
7-10 years	22 working days

11-15 years	25 working days
16 - 20years	26 working days
21 years and thereafter	27 working days

Vacations may be scheduled in ten (10) day segments at the discretion of management.

19.2 School Term Employee Accrual Schedule: All regular school term Employees shall be entitled to paid vacation as follows:

1-3 years	5 working days
4-6 years	7 working days
7-10 years	10 working days
11 years–17 years	12 working days
18 years and thereafter	20 working days

Such vacation time shall be paid to Employees at the end of the school year or upon termination of employment.

19.3 Twelve (12) Month Employees: Twelve (12) month Employees are encouraged to take vacation during the school term provided there is no undue disruption at the building.

19.4 Vacation Accrual Upon Completion of Six (6) Months of Service Within one (1) Year: After service of one-half (1/2) year or more within one (1) year, vacations with pay shall be allowed on the basis of 5/6 of one (1) day each month, or ten (10) working days a year. For twelve (12) month Employees, September 1 to August 31 constitutes a year.

19.5 Vacation Accrual Upon Completion of Six (6) Months of Service- Less Than one (1) Year: After six (6) months of employment, vacation pay will be pro-rated as stated in Section 19.4 above, if an Employee leaves the position before the end of the school year working assignment (after giving proper notice).

19.6 Vacation Carryover: Employees may from year to year carry over a maximum of ten (10) days' vacation to be used by the Employee at the Employee's option. After giving the District proper notice of the Employee's intent to terminate, the Employee shall be compensated for all his/her accrued vacation pay.

19.7 Planning for Retirement: At retirement, an Employee may request to work his/her final twelve (12) months of employment without vacation in order to be eligible for pay in lieu of vacation. The maximum pay in lieu of vacation is thirty (30) days.

19.8 Advance Notice: When considering requests for vacation leave, the District will take into account the desires of the employee, but leave will be approved based upon the business needs and work requirements of the district. Employees who take five (5) days of vacation or more will make the request at least two (2) weeks in advance

19.9 Vacation Cash Out Full Year Employees: Employees may cash out up to five (5) days of vacation per year at one hundred (100%) percent of the employee's daily rate of pay. Employees unable to take their full vacation accrual in any given year due to District identified operational constraints may opt to cash-out up to their full annual accrual at a premium rate of one and one-half (1.5x) their regular rate of pay.

19.10 Vacation Scheduling: Employees who provide adequate notice to use vacation shall not be unreasonably denied provided there is no undue disruption at the building. Any denial of vacation shall include a reason for such denial in writing.

ARTICLE 20- DISCIPLINE AND DISCHARGE

20.1 Discipline for Just Cause: The District shall have the right to immediately discharge, suspend, or discipline Employees for just cause. The Employer, nevertheless, agrees with the principle of progressive discipline.

20.2 Right to Hearing Prior to Discipline: The Employer must inform Employees prior to the reduction of hours or termination of employment, ten (10) working days prior to such reduction or termination taking place. If an Employee intends to terminate his/her working relationship with the Employer, the Employee shall give the District ten (10) working days' notice of his/her intent or shall lose all accrued benefits to which he/she is entitled at the end of the working relationship.

20.2.1 Time Period Waive Agreement: If mutually agreeable, between an individual employee and the District, a shorter time period, or pay in lieu of, may be agreed upon. Hence, if the Employer feels as though there isn't a need to have the departing employee stay till the end of the ten days, it may choose to pay the employee the time as if worked. Further, the Employer may waive the required ten day notice, and the employee is still eligible for all benefits, as if they had given proper notice

ARTICLE 21- PERFORMANCE EVALUATIONS

21.1 Performance Evaluations: The following conditions shall apply:

1) All regular Employees are to be evaluated annually. New probationary Employees shall be evaluated within the first forty five (45) working days. The annual evaluation shall be completed prior to June 1st of each school year on the Classified Employee Evaluation Form or other appropriate form.
2) A conference between the Supervisor and the Employee will conclude with a written evaluation. A copy of the evaluation must be given to the Employee within five (5) working days after the evaluation conference.
3) The Employee shall sign the District's copy of the evaluation to indicate that s/he has received a copy of the report. The signature of the Employee does not, however, necessarily imply that the Employee agrees with the contents of the evaluation. The Employee will have the right to attach a written rebuttal to the evaluation form.
4) If an evaluation of a non-probationary Employee's performance indicates unsatisfactory work performance, the Supervisor or Principal shall work with the Employee to develop a performance improvement plan. The plan must state the area of unacceptable performance, what the Employee must do to improve, what support the Supervisor/Principal will provide, the timeframe for expected improvement and the potential consequences for not improving performance.
5) Procedural violations of the above four (4) paragraphs may be subject to the Grievance Procedure.

ARTICLE 22- GRIEVANCE PROCEDURE

22.1 - Application of Grievance Procedure

a) 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. Meetings or discussions involving grievances shall be scheduled at mutually agreeable times.

b) Definitions:

1. Grievant: A grievant may be a union employee(s) or the union.

2. Grievance: A grievance is defined as a dispute involving the interpretation or application of the specific terms of this Agreement.

3. Days: Days in this procedure are normal district office workdays unless otherwise noted.

4. Timelines: Grievances shall be processed in the following manner and within the stated time limits. Time limits provided in this procedure may be extended only by mutual written agreement.

5. Written Agreement: Mutual confirmation of a timeline extension, via email, would satisfy this provision.

6. Grievance Forms: The authorized and agreed upon official grievance forms. Issue Clarification (Appendix C), Step 1 (Appendix D), and Step 2 (Appendix E), attached to CBA.

c) Failure on the part of the district at any step of this procedure to communicate the decision on a grievance within the specific or mutually extended time limits shall permit the grievant to lodge an appeal at the next step of this procedure.

d) Failure of the grievant (employee or union) to present or proceed with a grievance within the specified or mutually extended time limits will render the grievance waived.

e) Employee Representation: Each Employee has the right to have a Union Representative or other persons of their choosing present at any discussions between him/herself and Supervisors or other District officials in matters concerning their employment and/or working conditions.

f) Expedited Grievances: In order to expedite grievance adjudication, the parties may agree that any Union grievances, class action grievances and grievances involving the evaluation procedure will begin at Step Two of this procedure.

22.2 Issue Clarification Process: The parties recognize that misunderstandings, mistakes, complaints and questions may arise from time-to-time and that when this is the case, it is important to provide an avenue for the employee and the supervisor to attempt to find a resolution to the issue at hand. To this end, the parties have established an Issue Clarification Process to assist in resolving issues at the lowest level possible and in an informal manner. *(Issue Clarification Form, Appendix C)*

Within twenty (20) days following the occurrence of the event, giving rise to the matter of concern, or twenty (20) days after the event is known or reasonably should have been known, the employee shall attempt to resolve the issue informally with the immediate supervisor. The employee will complete the form for use with the supervisor. The immediate supervisor shall use the form to document the conversation and shall respond within ten (10) working days. In utilizing the Issue Clarification Process, the employee and the supervisor may request the assistance of another party in processing the issue. Every effort will be made at this step to resolve the issue or concern.

22.3 GRIEVANCE STEPS:

22.3 STEP 1: SUPERVISOR Level: The grievance process shall begin with the employee completing the formal Step 1 Grievance Form (Appendix D).
The grievant(s) shall submit the form to their immediate supervisor.
If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the immediate supervisor within ten (10) days after receipt of the informal response. The written grievance shall contain:

a) A statement of the alleged grievance including the facts upon which the grievance is based;
b) Reference to the specific terms of the agreement which have been allegedly violated;
c) Issues involved; and
d) Remedy sought.
e) Issue Clarification Process (If it was used in the beginning)

The parties shall meet within five (5) working days of the receipt of the written grievance to discuss the matter. In presenting the grievance, the employee may elect to represent himself/herself or be accompanied by a representative of the Union. The immediate supervisor will inform the employee and the union in writing of the disposition of the grievance within ten (10) days of the presentation of the written grievance. The Supervisor shall include the determination and the reasons upon which the determination was made. A copy of the determination, including supportive evidence, shall be sent to the grievant(s), the Union representative, and the Human Resource Department.

22.3.1 ***Agreement***: Should the parties reach an agreement at Step One, the parties shall place the agreement in writing within five (5) days of the agreement. Copies shall be signed by the parties and submitted to the Union Chapter President and the Superintendent.

22.3.2 ***Non-Agreement***: Should the parties be unable to reach a satisfactory resolution at Step One, the employee may submit the grievance to Step Two utilizing the procedures herein.

22.4-STEP 2: SUPERINTENDENT Level – Written Submission of Grievance to the Superintendent:
Grievance - If the grievance is not settled at Step 1 and the employee wishes to pursue the grievance to Step 2, the employee must file the grievance in writing using the Step 2 Grievance Form (Appendix E) within ten (10) days after receipt of the immediate supervisor's written response in Step 1 above. The parties shall meet within five (5) working days of the receipt of the written grievance to discuss the matter.

The superintendent or his/her representative will review the grievance with the parties involved and provide a written statement of the disposition to the employee with a written copy to the union, within ten (10) days of receipt of the grievance.

The Superintendent or designee shall issue a response that shall include the determination and the reasons upon which the determination was made. A copy of the determination, including supportive evidence, shall be sent to the grievant(s), the Union representative, and the immediate supervisor.

22.4.1 Agreement: Should the parties reach an agreement at Step Two, the parties shall place the agreement in writing within 5 (five) days of the agreement. Copies shall be signed by the parties and submitted to the Union Chapter President and the Superintendent.

22.4.2 Non-Agreement: Should the parties be unable to reach a satisfactory resolution at Step Two, the employee may submit the grievance to Step Three utilizing the procedures herein.

22.5 STEP 3 MEDIATION: If the foregoing steps have been exhausted and the grievance remains unsatisfied the parties shall jointly request the-assistance of a Mediator through the Public Employment Relations Commission (PERC), or any other mutually agreeable Mediation Service. The Union shall be responsible to draft the request to PERC or other Mediation Service, and forward it on behalf of the parties within fifteen (15) working days of receiving the final Step 3 response. The parties agree to mutually share any costs related to mediation.

22.6 STEP 4 ARBITRATION: If no settlement has been reached within the fifteen (15) calendar days referred to in the preceding subsection and either party believes the grievance to be invalid, either party may demand arbitration of the grievance. The Public Employment Relations Commission (PERC) shall provide the parties an arbitrator.

The decision of the Arbitrator, after the proper process, shall be final and binding on both parties and subject to no further proceedings.

ARTICLE 23- INSURANCE

23.1 School Employees Benefits Board (SEBB) Eligibility: Employees shall be deemed eligible for medical and non-medical benefits if they are expected to work the State mandated minimum for SEBB benefits.

Employees who are not expected to work enough hours in order to be initially eligible, but who work at the least the number of hours to be eligible during the contract year, shall become eligible to enroll for benefits in the current contract year upon reaching the eligibility threshold of hours and deemed eligible for the remaining contract year. This provision shall include substitute employees.

23.2 SEBB Enrollment: Enrollment for medical and non-medical plans shall be determined by the SEBB, but will generally be in the fall for January 1 plan implementation. The District shall notify employees the dates open enrollment will commence and conclude at least three (3) months in advance and will provide reminder notices each month thereafter.

23.3 VEBA: The District adopted the VEBA Health Reimbursement Plan (Plan). The District agrees to contribute to the Plan on behalf of all employees defined as eligible to participate in the Plan. Each eligible employee must submit a completed and signed Membership Enrollment Form to become a Plan participant and be eligible for benefits under the Plan. The following selected contribution(s) shall be made during the term of this agreement, and the Union shall notify and re-authorize such agreement with the District annually consistent with Internal Revenue Service regulation.

> **23.3.1 Sick Leave Cash-Out at Separation/Retirement:** The District shall deposit sick leave cash-out into an employees' HRA VEBA account, for employees eligible to cash-out sick leave at separation or retirement for the duration of this Agreement.
>
> **23.3.2 Annual Sick Leave Cash-Out:** Employees who are eligible for annual sick leave cash-out will be provided the cash value of such cash-out consistent with state law and such monies will not be deposited into their HRA VEBA account.

23.4 Health Benefit VEBA Mitigation Fund: The District shall contribute an amount of money per bargaining unit employee, per month, per the table below, for the purpose of contributing to each employee's VEBA account.

Plan Year	September 1, 2025	September 1, 2026
District Contribution Rate	$135	$135

23.5 Liability Coverage: The District shall provide total liability coverage for all Employees subject to this Agreement, acting within the scope of their employment as an agent of the District.

23.6 Worker's Compensation: All Employees subject to this Agreement shall be covered by the Washington State Department of Labor and Industries Industrial Insurance Program (Worker's Compensation).

23.7 Personal Property: The District shall reimburse to a maximum of five hundred dollars ($500.00) to Employees per school year for replacement of any clothing or other personal property damaged or destroyed by a malicious act during the course of their employment, plus all medical, surgical or hospital service incurred as the result of any injury sustained in the course of their employment.

23.8 District directed Testing/Screening/Quarantine: During instances of public health crisis or emergency (as indicated by public health agencies or political subdivisions of the State of Washington) in which vaccines may or may not be available, recommended or required, the following will apply:

> Should the District require a vaccinated employee (or non-vaccinated employee with verified medical/religious exemption) (if vaccines are available) to be tested, screed or quarantined in response to a public health concern (example COVID-19 pandemic), such time spent shall be considered paid administrative leave or such employee may work remotely if applicable.

23.9 Vaccination Support: The District will make ongoing efforts to partner with local health care providers to provide employees information and vaccination/shot clines as possible. These opportunities for vaccination/shots shall include such vaccinations/shot such as Hepatitis, annual flu shots, COVID-19 vaccinations and other active epidemic vaccine as determined through labor management discussion.

ARTICLE 24- SALARIES

24.1 Salary Schedule: Salaries for Employees subject to this Agreement, during the term of this Agreement, are contained in Appendix "A", hereto, and by this reference incorporated herein.

> **2025-2026:** Effective September 1, 2025, each cell on the wage schedule shall be improved by five (5%) percent, inclusive of the State provided Implicit Price Deflator (IPD).
>
> **2026-2027:** Effective September 1, 2026, all custodial related positions will be improved by forty-five hundredths of a percent (0.45%) on each cell of the wage schedule and the driver trainer position shall be improved by five and sixty-one hundredths of a percent (%5.61) to each cell on the wage schedule and then each cell on the wage schedule shall be improved by the state IPD plus one and one-half percent (1.5%).

24.2 No Reduction of Benefits or Working Conditions: Nothing in this Agreement shall reduce or take away from any benefits or previously established working conditions enjoyed by those Employees covered under this Agreement.

24.3 Distribution over a Twelve (12) Month Period: School term Employees annual pay will be distributed over a twelve (12) month period.

24.4 Wage Adjustments: All employees subject to the terms of this Agreement shall receive wage enhancements in each step, category, and classification in percentage amounts equal to those amounts authorized by the State Legislature during the term of this Agreement. These adjustments will be in addition to any increases referenced in Article 24.1

24.5 Adjustment of Wage Rates – Substitutes: Substitutes who accumulate a total of thirty (30) days or ninety (90) hours, whichever comes last shall be paid at the base rate there-after.

24.6 Certification Pay: The District will provide compensation for Union or State issued licenses or certifications so long as the license or certification is valid throughout the full year and that the type of work performed is specific to the job classification and duties. Allowances my be pre-approved by the District as relevant to the position, subject to LMC discussion, and each employee shall be limited to no more than three (3) total allowances at any one time.

Effective September 1 of each school year, license fees will be paid according to the following schedule:

LEVEL 1	Annual	Monthly
Electrician License (ELO1) (Journeyman Level)	$1200.00	$100.00
Plumbing License (Journeyman Level)	$1200.00	$100.00
Refrigeration Operator	$1200.00	$100.00
LEVEL 2		
Certified Locksmith	$960.00	$80.00
Journey Carpenter	$960.00	$80.00
Journey Painter	$960.00	$80.00
Mechanic (Diesel/ASE Certified Mechanic)	$960.00	$80.00
Pesticide Applicator	$960.00	$80.00
Welding License	$960.00	$80.00
Playground Inspector	$960.00	$80.00
Building Operators Certificate	$960.00	$80.00
LEVEL 3		
Refrigeration Recovery	$480.00	$40.00
Forklift Certification	$480.00	$40.00
Additional ASE certifications	$480.00	$40.00
Pesticide Certified	$480.00	$40.00
Electrician License (Specialty)	$480.00	$40.00

Diesel ASE and Additional ASE Certifications: Mechanics achieving Diesel ASE certification or successfully completing the two year diesel mechanic degree shall be granted the Type 2 certification stipend. Mechanics achieving certification in additional ASE certifications beyond the Diesel ASE

certification shall be granted an additional Type 3 stipend per ASE certification achieved. *Note: there shall be a limit of two additional ASE certifications allowed for each mechanic.*

24.7 Separated Employee Substitute Pay: Separated employees who return as substitute employees shall receive full longevity credit on Schedule A but shall not receive any other benefit set forth in this Agreement.

Food Nutrition Staffing: Each facility shall have one head cook, based upon job responsibility equal to head cook essential functions.

ARTICLE 25- TERM

25.1 Duration of Agreement: The term of this Agreement shall be from September 1, 2025, to August 31, 2027.

25.2 Coverage: All provisions of the Agreement shall be applicable to the entire term of this Agreement, notwithstanding its execution date.

25.3 Modification of Agreement: This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing and for the following:

25.3.1 **Job Description Review:** Further discussion relating to periodic review of job descriptions shall be scheduled into Labor Management Committee agenda's during the term of this Agreement.

25.3.2 Professional Development: Further discussion relating to professional development programs and opportunities shall be scheduled into Labor Management Committee agenda's during the term of this Agreement.

25.3.3 State, Federal and ACA Implementation of Health Care: The parties agree to reopen the medical portion of this agreement for the implementation of state federal, and ACA related changes to medical benefits

25.4 Additional Funds: Any additional funds available for classified employees during the term of this Agreement will be subject to negotiation.

25.5 Savings Clause: This Agreement shall be governed and construed according to the Constitution and laws of the State of Washington and federal laws. If any provision of this Agreement, or any application of this Agreement to any employee or group of employees covered by the terms of this Agreement shall be found to be contrary to the law, such provision or application shall have effect only to the extent permitted by law, and all other provisions of this Agreement shall continue in full force and effect.

FOR THE DISTRICT

E-SIGNED by Rebecca Clifford
on 2025-11-21 16:33:36 PST

Dr. Becky Clifford
Superintendent of Schools

E-SIGNED by Paul Field
on 2025-11-24 07:30:56 PST

Paul Field
Director of Finance

FOR SEIU925

E-SIGNED by Brandon Tippy
on 2026-01-27 12:05:26 PST

Brandon Tippy
Internal Organizer

E-SIGNED by Leo Langer
on 2025-11-24 09:23:38 PST

Leo Langer, Chapter President

E-SIGNED by Teri Clough
on 2025-11-21 15:36:53 PST

Teri Clough, Bargaining Team

E-SIGNED by Patricia Dunigan
on 2025-11-25 06:51:10 PST

Patricia Dunigan, Bargaining Team

E-SIGNED by Darren Merritt
on 2025-11-25 13:38:54 PST

Darren Merritt, Bargaining Team

E-SIGNED by Jeremie Canty
on 2025-11-24 05:00:29 PST

Jeremie Canty, Bargaining Team

South Whidbey School District #206

SEIU Local 1948

Schedule A

September 1, 2025 - August 31, 2026

STEP	1	2	3	4	5	6	7	8	9
Food Service Department	1-2 years	3-5 years	6 -10 years	11-15 years	16-20 years	21-25 years	26 - 30 years	31-34 years	35+
Head Cook	31.80	32.07	32.33	32.84	33.66	34.63	35.73	36.09	37.16
Assistant Cook	24.81	25.07	25.33	25.83	26.63	27.59	28.74	29.01	29.88
Transportation Department	1-2 years	3-5 years	6 -10 years	11-15 years	16-20 years	21-25 years	26 - 30 years	31-34 years	35+
Lead Mechanic	41.39	41.69	41.97	42.50	43.34	44.34	45.53	45.98	47.37
Bus Driver	32.13	32.41	32.71	33.25	34.13	35.13	36.36	36.74	37.84
Driver Trainer	33.31	33.58	33.87	34.42	35.29	36.31	37.54	37.92	39.02
Custodial Department	1-2 years	3-5 years	6 -10 years	11-15 years	16-20 years	21-25 years	26 - 30 years	31-34 years	35+
Courier/Utility Custodian	28.91	29.18	29.44	29.95	30.80	31.77	32.73	33.26	34.26
Utility Custodian	32.36	32.66	32.94	33.45	34.27	35.25	36.47	36.82	37.93
Custodian	31.06	31.33	31.63	32.14	32.97	33.96	35.12	35.47	36.54
Maintenance Department	1-2 years	3-5 years	6 -10 years	11-15 years	16-20 years	21-25 years	26 - 30 years	31-34 years	35+
Maintenance Technician	40.65	40.92	41.20	41.72	42.58	43.54	44.71	45.17	46.52
Maintenance Worker	37.72	37.96	38.22	38.65	39.56	40.53	41.70	42.09	43.35

The South Whidbey School District #206 (SWSD) does not discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal and provides equal access to the Boy Scouts and other designated youth groups. The following employees have been designated to handle questions and complaints of alleged discrimination: **Civil Rights Compliance, Title IX, Gender-Inclusive Schools Coordinator - Principal John Patton**, 360-221-4300, jpatton@sw.wednet.edu. **Section 504/ADA Coordinator - Superintendent Becky Clifford**, 360-221-6100, bclifford@sw.wednet.edu, 5675 Maxwelton Road, Langley, WA 98260. *Title IX inquiries may also be directed toward the U.S. Department of Education, Office for Civil Rights (OCR): https://www2.ed.gov/about/offices/list/ocr/index.html* Information about the nondiscrimination and sex-based discrimination policies and grievance procedures, and how to report a concern or complaint: https://www.sw.wednet.edu/resources/title-ix SWSD Title IX training is available to all employees and is linked on our website here.

Appendix B

Field Trip Bidding

The following procedures shall be used in filling jobs posted as extra trips (as pertains to 13.16)

General

Assignment of Regular Drivers to trips shall be based on seniority with trips awarded by rotation. Substitute Drivers shall be assigned behind Regular Drivers. All trips are to be awarded to first the "A "board, then to board "B". If trips remain unbid the supervisor will assign the trip. This assignment will not affect the rotation.

All boards will be maintained for correct rotation for each school year.

"A"- A maximum of two (2) "A" trips per calendar month will be allowed. There are no limits to the number of "B" trips.

Short trips:

1. Short trips (2.6 hours or less) shall not be charged against a driver's "A" or "B" rotation seniority. The Supervisor will maintain a separate rotation list of short trips.2. Shuttles (transportation of students between schools) may be split between two drivers, (see 3), however a driver may preempt the split by bidding "A" or "B" in parentheses when they sign. When they do so, they will be charged "A" or "B" as applicable for the trip the trip, however short.

3. If either or both ends of the shuttle can hook onto a run time-wise, the transportation Supervisor may assign the shuttle (including splitting it) for the sake of efficiency, and the driver(s) will be paid for the actual extended work time. For any shuttle segment that does not hook to a run, a driver will be paid 2.0 hours or higher, as applicable per the contract.

Time of assignment:

1. Trips will be assigned at 9:10 a.m. on Friday for the following week (Monday - Sunday). Field trips are assigned first and shuttles are assigned second.

2. Nobody shall sign or remove their name after assignment time whether or not actual assignment has occurred.

3. Drivers may communicate their sign-on proxy to the Supervisor if they cannot be present at assignment time.

Proxies must be received by 9:00a.m. the day of assignment in order to be considered for proxy posting . Only drivers who cannot be present due to South Whidbey School District Transportation Department work Schedule are eligible for proxy.

Late trips:

A late trip is defined as a trip posted any time after 24 hours before normal trip assignment time. Late trips are assigned by 4:45 p.m. on the day before or three (3) hours before trip if trip was posted after the 4:45 assignment time, whichever provides the longest posting time. The trip will be assigned by rotation and trip assignment rules will apply.

Cancelled trips:

A cancelled trip will not change current weekly assignments. Driver will go back into rotation if no other trips were assigned to that driver for the remainder of that week. If driver is not contacted before their arrival to do said trip they will receive 2.0 hrs. call-in (per contract) or time up to the start of their regular run. If cancellation of trip was made after the drivers regular run was officially started (after pre-trip) that driver will get regular route time and sub driver will do run. Otherwise, regular driver will do their regular run.

Rescheduled trips:

1. If trip is rescheduled within the same work week, the original driver may take the trip. Driver will not lose their place in the rotation if they refuse trip.

2. If the original driver is assigned another trip at the same time as the rescheduled trip, that driver has the choice of those two trips. The trip not chosen will be assigned by the supervisor.

Appendix C

Service Employees International Union, Local 925 (SEIU 925)

Issue Clarification Form

Employee Name: _____ Location: _____

Position: _____

1. **Nature of Concern:** State any information related to your concern, recommendation or questions, including date, time, parties involved, and information needed, etc. List below or attach a separate sheet providing the complete information.

_____
_____
_____

_____ _____
Employee Name and Signature **Date**

2. **Supervisor Response:** List below or attach an additional sheet.

_____
_____
_____

_____ _____
Supervisor Signature **Date**

3. Action Taken:

_____
_____
_____
_____

- ☐ This action/information satisfies my request/concern.
- ☐ This action/information does not satisfy my request/concern and I will be submitting this issue to the formal grievance process.

_____ _____
Employee Name and Signature Date

Appendix D

Service Employees International Union, Local 925 (SEIU 925)

STEP 1 – INITIATION OF GRIEVANCE TO SUPERVISOR

Employee's Name: _____

Address: _____APT#_____

City: _____ State: _____Zip:_____

Phone/Home: _____Work: _____ Pager: _____Cell: _____

Employer/Dept/Div: _____ Work Location: _____Shift/Work Days: _____

Job Title: _____ Date of Hire : _____ Rate of Pay : _____yr/hr : _____

Immediate Supervisor's Name: _____Steward's Name: _____

Date of Incident: _____Was this issue discussed with your supervisor (date): _____

Statement of Grievance: *(be specific; use back of form or separate sheet, if necessary.)*

Remedy of Grievance :

Article(s) and Section(s) of Contract Violated *(including, but not limited to)*

_____ _____

Employee/ Representative's Signature Date

Distribution:
SEIU Local 925
Steward

Appendix E

Service Employees International Union, Local 925 (SEIU 925)

STEP 2 – APPEAL TO OFFICE OF SUPERINTENDENT

Employee's Name: _____

Immediate Supervisor's Name: _____Steward's Name: _____

Appeal by the grievant of the grievance decision at Step 2, Office of the Superintendent/ Designee, in the matter of the grievance filed by: _____

Date of Appeal: _____

The grievant has reviewed the supervisor's decision provided at Step 2 and finds that decision is not satisfactory because:

Requested Remedy:

Signature of Grievant:_____ Date of Decision: _____

Distribution: **Must Attach: Step 1 Completed Grievance Form and Management Response**
SEIU Local 925
Steward

Appendix F

Anti-Racism, Equity and Inclusion Policy

The South Whidbey School District has acknowledged that there are systemic injustices that exist within our society and that these injustices foster disproportionate access to the communities and families that we seek to serve an employ. Therefore, the South Whidbey School District is making a commitment to fostering a culture that is equitable, inclusive and welcoming to all people. We seek to hour our cultural difference recognizing this difference add value to our lives, our school and our communities.

We will achieve these ambitious and difficult goals by doing the following:

1. This work will be the responsibility of every employee of the district, in order to be successful, we must all be committed and dedicated to the work of being equitable and inclusive.
2. We will create courageous and graceful spaces (spaces free of judgement and open to difficult and uncomfortable conversations) where individuals or groups of individuals can bring forward equity concerns safely and without fear of reprisal and work collaboratively to find solutions.
3. Within the framework of Jus Cause and Progressive Discipline: [1] There will be zero tolerance for use of derogatory language used based on a person's protected class or classes. [2] There will also be zero tolerance for disparate treatment of any individual or group of individuals based on their protected class or classes.
4. All staff at all levels of the district will be schedule and attend in district provided race, equity training.
5. Our Union will actively participate in the race, equity committee for the district, making it a priority to center BIPOS (Black, Indigenous, People of Color) and LGBTQ+ voices within the committee, it will be the committee's role to actively use a race, equity and inclusion framework to inform decision making process.
6. We will make every effort to support our learners, families and staff from diverse backgrounds by being culturally responsive to their needs (i.e. allowing alternate holidays for various faiths, recognizing not everyone can do conferences in the middle of the day, publicly changing someone's pronouns, etc.)

Appendix G

Letter of Agreement
between the
Service Employees International Union, Local 925
and the
South Whidbey School District

Keep Washington Working

The South Whidbey School District (District or Employer) and Service Employees International Union, Local 925, (Union), agree to the following memorandum of understanding regarding potential immigration issues.

Whereas, the provisions contained within this agreement shall in no way prohibit the District from honoring and complying with a duly authorized warrant and in no way shall obligate the District or any of its agents to violate any State or Federal statutes.

Now, therefore, the parties agree to the following:

Section 1. Inquiries and Notification: The District will comply with the law and its policies, procedures and practices when requesting documentation regarding an employee's immigration status.

The Employer will promptly notify the Union if the District is contacted by the Department of Homeland Security (DHS); Immigration and Customs Enforcement (ICE); the Department of Justice (DOJ), pertaining to an immigration issue, provided such notification does not violate federal or state law.

Section 2 Employer Self-Audits: Absent a requirement from a federal, state, or local enforcement agency, the Employer will not conduct an audit or any other type of immigration-related inspection of its I-9 forms or personnel records, and will not allow any other private or public entity to conduct such an audit or inspection.

Section 3 Inquiries Into Immigration Status: The Employer will not ask any employee, either orally or in writing, to respond to questions or provide documentation of immigration status, except as required by law.

Section 4 Work Disruption during Immigration Proceedings. If an employee is unable to attend work because of an immigration issue, the employee may reach out to Human Resources to review potential leave options. Employees will be allowed to utilize accrued leave or request unpaid leave to attend immigration matters.

Section 5: Procedure: The District will follow the access procedures outlined in Board Policy and Procedure 4300 and 4300P.

Section 6 Immigration Information: The Employer shall inform its employees of District policy and appropriate protocols to respond to Immigration Enforcement should they request entrance to the school facilities or grounds.

Section 7 Changes in Immigration Law. The Union and the District appreciate and understand the current conditions of immigration enforcement may change working conditions for members and members' families. The Union and the District will, at the request of either party, negotiate over issues related to changes in compliance with the Immigration Reform and Control Act and any other current or future legislation, government rules, regulations, or policies related to the employment of noncitizens.

This Agreement shall be effective upon signature by both parties and included as a side letter agreement attached to the Collective Bargaining Agreement between the parties. The Parties agree to review this Agreement when the CBA is open. At that time, the Parties will determine whether this Agreement should be continued, or sunset.

For District:

E-SIGNED by Rebecca Clifford
on 2025-11-21 16:33:47 PST

Dr. Rebecca Clifford, Superintendent

Date: November 21, 2025

For Union:

E-SIGNED by Brandon Tippy
on 2026-01-27 12:05:16 PST

Brandon Tippy, Internal Organizer

Date: January 27, 2026

Appendix H

SIDELETTER

Custodial Staffing and Structure of Classification

The District and the Union will meet during the 2025/2026 contract year and discuss the classification and pay structure of the custodial department, taking into account current job descriptions, current job duties which may or may not be included on job descriptions, levels of responsibilities, current staffing and anticipated staffing levels. The subcommittee will make any recommendations to the classifications and pay structure to the Superintendent for potential implementation in the 2026-2027 contract year.

For District:

E-SIGNED by Rebecca Clifford
on 2025-11-21 16:33:57 PST

Dr. Rebecca Clifford, Superintendent

November 21, 2025
Date: _____

For Union:

E-SIGNED by Brandon Tippy
on 2026-01-27 12:05:10 PST

Brandon Tippy, Internal Organizer

January 27, 2026
Date: _____