LONGVIEW
PUBLIC SCHOOLS
CREATING THE FUTURE TODAY

COLLECTIVE BARGAINING AGREEMENT

between

Longview School District No. 122

&

Service Employees International Union, Local 925

September 1, 2025

through

August 31, 2027

LONGVIEW SCHOOL DISTRICT NO 122

Notice of Nondiscrimination

The Longview School District is an Equal Opportunity District in education programs, activities, services, and employment. Longview School District does not discriminate 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. We provide equal access to the Boy Scouts of America and other designated youth groups. If you have a physical or mental disability that causes you to need assistance to access school facilities, programs, or services, please notify the school principal. This District endeavors to maintain an atmosphere free from discrimination and harassment. Any person who believes he or she has been discriminated against should contact the school principal. In addition, the following District employees, located at 2715 Lilac Street, Longview, have been designated to handle questions and complaints of alleged discrimination:

Title IX Coordinator and Civil Rights Compliance Coordinator
Dr. Karen Joy, Executive Director of Employee Services
(360) 575-7166
kjoy@longviewschools.org

Section 504/Student ADA Coordinator
Andrew Schoonover, Executive Director of Student Services
(360) 575-7007
aschoonover@longviewschools.org

PREFACE

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

S.E.I.U. Local 925

Shawn Nyman
Field Representative
536 Oregon Way
Longview, WA 98632
(206) 322-3010

Crystal Tift
Longview Chapter President

District Administrators

Dr. Karen Cloninger
Superintendent
(360) 575-7016

Dr. Karen Joy
Executive Director of Employee Services
(360) 575-7000

Following is a list of the 2025 bargaining team members:

FOR THE UNION

Shawn Nyman SEIU Representative
Crystal Tift, SEIU Chapter President
Brianna Nelson, SEIU Chapter Vice President
Jo Johnson, SEIU Chapter Secretary
Dana Murray, Transportation
Rhonda Aplin, Custodial
LeAnn Bolton, Custodial
Val Hiler, Food Service

FOR THE DISTRICT

Lance Andre, District Lead Negotiator
Dr. Karen Joy, Executive Director of Employee Services
Kristie Wall, Principal of Robert Gray
Patti Bowen, Executive Director of Business Services
Penny Andrews, Employee Services

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PREAMBLE

This agreement is made and entered into between the Longview School District No. 122 (hereinafter: District) and the Service Employees Union, Local 925 (hereinafter: Union).

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

ARTICLE I – UNION RECOGNITION AND COVERAGE

Section 1.1 – Representation/Recognition

The District recognizes the Union as the sole and exclusive collective bargaining agent for all classified employees of the District except for those specified in Section 1.4 below.

Section 1.2 – Bargaining Unit Work

All work shall be done by employees working under this agreement except for work performed by temporary employees as defined in Section 10.3.

It is not the intent of the District to hire student workers or to use volunteers to displace union positions.

Section 1.3 – Hiring Temporary Employees

The District shall not hire temporary employees who will reduce the regularly scheduled working hours of bargaining unit employees.

The District will not contract current employee performed work unless the District needs the work finished on a specific timeline and employees are unavailable or decline overtime. The District will notify the Union of its intent to contract specific jobs with reasonable notice.

Section 1.4 – Job Classifications

General job classifications or sub-units of the bargaining unit are: paraeducators, accompanists, liaisons, certified support, direct services coordinator, food service, maintenance, operations (custodial), transportation, warehouse, copy center, technology, and campus security employees.

Specific job classifications shall mean "the individual classifications, as identified in the pay schedules, contained within each general job classification."

ARTICLE II – RIGHTS OF THE EMPLOYER

Section 2.1 – Customary and Usual Rights

It is agreed that the customary and usual rights, power, functions and authority of management are vested in management officials of the District. Such rights shall include by way of illustration and not by way of limitation, in accordance with applicable laws and regulations, the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees for cause; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operations by determining the methods, the means, and the personnel by which such operation is conducted.

Section 2.2 – Reasonable Rules/Contract Work

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to classified 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 the employees and to the obligations imposed by this Agreement.

ARTICLE III – RIGHTS OF UNION

Section 3.1 – Union Rights

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

Section 3.2 – Posting Union Materials

The Union shall be provided with bulletin boards, or sections thereof, for the purpose of posting union materials at each work site. The Union shall also have the right to use the District email, mails and school mailboxes to distribute union material.

Section 3.3 – Using School Facilities for Meetings

After requesting and receiving approval on the appropriate District facilities usage form, the Union shall have the right to use school facilities for meetings and school equipment when such equipment is not otherwise in use. The Union shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment.

Section 3.4 – Transacting Union Business During Workday

During the workday representatives of the Union shall be permitted to transact official union business on District property with advance notice to the supervisor and agreement that such business does not disrupt the educational process or productivity of employees of the District. When meetings are scheduled during the workday, Union officers and stewards are allowed to represent employees and investigate and present grievances to the District without loss of time or pay.

Section 3.5 –Attendance at Union Meetings

Employees whose regular shift occurs at official union meeting times, which are scheduled outside the District's regular student day, will be excused for up to one (1) hour per month to attend such meetings, provided; 1) prior notice (24-hours) has been given to the immediate supervisor, 2) the building is left secured, and 3) the time absent from his/her job is made up on the same day.

Section 3.6 – Rights of Union to Receive Public Information

In response to requests from the Union, the District agrees to furnish the Union any available public information concerning the financial resources of the District and such other public information as will assist the Union in developing programs on behalf of the employees together with such information which may be necessary for the Union to process any grievance or complaint or to develop bargaining proposals.

Section 3.7 – Rights of the Union to Receive Employee Information

Upon request of the president/designee, the District shall provide the Union the following information regarding each employee in the bargaining unit: name, work site, job title, hourly rate of pay, number of posted hours per day, number of days per year, home address, and phone number.

Section 3.8 – Request of Employee Records

The District agrees to notify the Union Representative and impacted employees when the District receives a request for records or information containing personal information of, or pertaining to, employees unless the District decides to withhold the information through an available exemption. The District will provide such notice no less than five work days before the intended release date.

Notice will include:

- A copy of the request;
- A copy of the responsive records, including redactions the District intends to make;
- A direction to name the requestor as a party to any action seeking to prevent disclosure; and
- The actual date the District intends to produce the records unless it is served with a signed court order preventing disclosure.

Personal information includes any of the following, but is not limited to: residential address, residential telephone numbers, personal wireless telephone numbers, GPS or similar location coordinates, personal electronic mail addresses, social security numbers, driver's license numbers and dates of birth. State law permits the District to withhold from disclosure the following personal information: Residential addresses, residential telephone numbers, personal wireless telephone numbers, personal electronic mail addresses, social security numbers, driver's license numbers, identification card numbers, and emergency contact information of employees, and the names, dates of birth, residential addresses, residential telephone numbers, personal wireless telephone numbers, personal electronic mail addresses, social security numbers, and emergency contact information of dependents of employees.

Section 3.9 – Leave for Union Business

Union Release time shall be granted when chapter officers or stewards need to be absent from duty for union activities. The District shall be reimbursed for the substitute costs for the absent employee(s). Union release time shall not be provided to plan or participate in stop-work actions/strikes against the District.

ARTICLE IV– RIGHTS OF EMPLOYEES

Section 4.1 – Employee Rights

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

Section 4.2 – Due Process

No employee shall be disciplined or adversely affected without just cause. The specific grounds forming the basis for disciplinary action at all stages beyond the verbal warning or verbal reprimand step will be made available to the employee and the Union in writing. If the employee or Union requests confirmation of or the background material on a verbal warning or reprimand, the supervisor shall provide the documentation.

An employee shall be entitled to have present a representative of the Union during any meeting which might reasonably be expected to lead to disciplinary action. No disciplinary action shall be taken with respect to the employee until such representative of the Union is present. Further, in the event the supervisor is calling a meeting to take a disciplinary action, the employee shall be advised that s/he is entitled to have a representative of the Union present.

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

Warnings and reprimands for other than serious offenses shall be removed from an employee's personnel file one (1) year after their inclusion therein, provided satisfactory job performance has been maintained. Written warnings and reprimands for serious offenses shall be removed from an employee's personnel file three (3) years after their inclusion therein, provided satisfactory job performance has been maintained for three (3) consecutive years and there have been no subsequent serious offenses committed. Serious offenses shall include but not be limited to malicious damage or destruction of District property, gross insubordination, indecent conduct, theft, assault, falsification of records, and gross negligence.

No evaluation, correspondence, or other material making reference to an employee's or former employee's competence, character, or manner shall be kept or placed in the DPF (District personnel file) without the employee's knowledge and the right to attach his/her own written comments.

Employees shall, upon request, have the right to inspect all contents of their DPF which shall be kept within the District Employee Services office. No secret, duplicate, alternate, or other personnel file shall be kept in the District. A separate file for the processed grievances shall be kept apart from the employee's DPF.

Upon request by the employee, the HR Director and the employee shall initial all sheets, documents, evaluations, etc., if desired, and inventory to verify contents of the DPF at the time of inspection by said employee.

Any material not shown to and signed by the employee within thirty (30) workdays after receipt or composition shall not be allowed as evidence in any disciplinary action against such employee. Any material not composed prior to the imposition of discipline shall not be allowed as evidence in any disciplinary action against such

employee. Should an individual refuse to sign any document, and written notice shall be attached to the document speaking to the employee's refusal, with such notice forwarded to the Union, the individual, and the HR Director.

Nothing in this Agreement is to be construed to restrict the supervisor of an employee from keeping anecdotal records and supportive data for the process of annual evaluation. In such cases where supportive data shall be used in disciplinary action, the individual shall be notified within thirty (30) workdays of receipt or composition of said data. Anecdotal records, correspondence, or any other material which may reflect negatively on an employee shall be purged from a supervisor's file (electronic or otherwise) within one year of being placed in the file.

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

Section 4.3 – Employee Protections

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

ARTICLE V – UNION MEMBERSHIP

Section 5.1 – New Employees – Union Information

The District will notify the Union of all new employees, and substitutes or temporary employees qualifying for union membership within fifteen (15) working days of the hire date or union eligibility. The District shall provide to the Union and the chapter president the employee's name, home mailing address and personal phone number, job title, work location and work email, and start date. A Union officer or steward will have at least thirty (30) minutes with the new employee to inform the new employees about the Union and the terms and conditions of this Agreement. The employee is on paid time for the first 30 minutes if the employee agrees to meet. Substitute employees qualify for Union membership if they have worked for the District at least thirty (30) days in the previous twelve (12) months and remain available for work.

The District and administrative staff shall remain neutral on the issue of union membership.

Section 5.2 – Union Membership Rescission

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

ARTICLE VI – PAYROLL DEDUCTION

The Union will forward to the payroll department, by the tenth (10th) of each month, a list of all employees with legal name who have individually authorized or rescinded their membership in the Union and related payroll deductions. Upon timely receipt of the list, for monthly payroll processing, the District will deduct from the employee's wages and remit monthly to the Union; union membership dues and other related deductions of all member employees.

Each month the District shall provide the Union an Excel or other electronic format list with the first name, last name, employee identification number, dues deduction amount, authorized COPE deduction amount, gross pay for the pay period, and hours worked or paid in the pay period.

The District will notify the Union, monthly of all new hiring, layoffs, and terminations of employees subject to this Agreement, together with the reason and date of layoffs, and termination.

The District will provide an electronic version of the monthly warrant register that accompanies the dues warrant. In addition, the District will provide the Union with the District directory twice each year in an electronic format or as requested by the Union. The directory will include names, work location, position, address, primary phone number and District email.

The Union agrees to hold the District harmless against any and all claims, demands, suits or other forms of liability that arise out of, or by reason of this deduction. The dues shall be at a rate authorized by Union vote.

There shall be no obligation on the part of the District to make any deduction beyond the original terms of the Collective Bargaining Agreement existing at the time of this assignment unless the Agreement is extended or a new Agreement is reached containing such authorization for deduction.

ARTICLE VII –LABOR-MANAGEMENT COMMITTEE

The Union will designate a Labor-Management committee who will meet with the Superintendent and/or his/her designated representatives on a mutually agreeable regular basis to discuss appropriate matters. Meetings shall be held at times when they cause as little interruption of the work schedules as possible.

ARTILCE VIII – NONDISCRIMINATION

Section 8.1 - Nondiscrimination

The District and the Union affirm their adherence to the principles of free choice and agree they shall not discriminate against any employee covered by this Agreement because of age, race, color, religion, sex, national origin, marital status, or the presence of any sensory, physical, mental disability unless the particular disability would prevent proper performance of duties, or other qualities protected by law.

Section 8.2 – Family Members

The District agrees not to discriminate against members of the same family or household in the hiring and reassignment of employees. An assignment which places members of the same family or household in positions where one has supervisory management over the other will be avoided unless approved by the Superintendent or his/her designee.

ARTICLE IX – NEW CLASSIFICATIONS

Section 9.1 – New Jobs

In the event the District creates a new job, the District will notify the Union and will negotiate the rate of pay of the new job description prior to posting. The District will provide the Union with a copy of the job description.

Section 9.2 – Change Existing Jobs

If the District intends to substantially alter the job description of an existing job within the bargaining unit, it shall notify the Union and shall negotiate all issues consistent with this Agreement. If the work of an existing job has substantially deviated from the job description/posting, the Union shall notify the District and first meet in Labor-Management to discuss the changes. If not resolved there, the Union shall notify the District to negotiate all issues consistent with this Agreement.

ARTICLE X – CLASSES OF EMPLOYEES

Section 10.1 – Year-Round (Full-Time)

A regular year-round full-time employee is one who is regularly scheduled forty (40) hours per week throughout the calendar year.

Section 10.2 – Regular Part-Time

A regular part-time employee is one who is regularly scheduled for less than forty (40) hours per week throughout the calendar year or is scheduled for forty (40) hours a week, but only part of the calendar year. The most common example is school-year employees.

Section 10.3 – Substitutes

A substitute worker is one who is employed on an intermittent basis to fill positions occupied by a regular employee during said employee's absence. Substitute employees employed for more than thirty (30) days of work within any twelve (12) month period ending during the current or immediately preceding school year, and who continue to be available for employment, shall be included within this bargaining unit and afforded full rights, privileges and obligations under the terms of this Agreement, with the following-limitations and other limitations expressly included elsewhere in this Agreement (for example § 19.2, Substitute Compensation; § 29.2.1, Bus Driver Events; §29.3, Activity Trips; § 29.3.2, Emergency Trips; etc.):

- Substitutes may be directed to participate in any District training and shall be paid for District-directed training, including Safe Schools. Training required by the District as a condition of employment (e.g. Safe Schools) that is conducted prior to their first day substituting for another employee, shall be paid at minimum wage.

A substitute will be credited with one (1) day of work toward his/her thirty (30) days of initial employment period, regardless of the hours worked during the day.

Substitutes shall not be eligible for health insurance benefits, except as required by law, or other benefits. Substitutes who have served twenty (20) consecutive days or more in the same assignment will accumulate temporary disability leave at the rate of one day for each twenty (20) days worked. Such leave will be credited

after being earned and may not be used in advance. This leave cannot be carried over to the next assignment, except in cases where the assignment is changed but the substitute's service is interrupted by no more than three (3) consecutive work days.

Substitutes may receive an evaluation of their work performance after sixty (60) days work in any contract year and each contract year thereafter, if requested by the employee or directed by the supervisor.

Section 10.3.1 – Custodians

A. In-building substitute:

1. Lead custodians at the secondary level have the opportunity to fill in for the BMP at their own site for up to sixty (60) workdays, provided they have demonstrated satisfactory performance in their current position and no absenteeism concerns. Buildings with two (2) lead custodians shall be provided the opportunity to rotate substitute openings.

2. General custodians at the secondary level have the opportunity to fill in for the lead position up to sixty (60) workdays provided they have demonstrated satisfactory performance in their current position and no absenteeism concerns. Buildings with two (2) or more general custodians shall be provided the opportunity to rotate substitute openings. General positions will be filled from the substitute list. General custodians at the secondary level have the opportunity to fill in for the BMP, if the in-building leads are no available or decline, provided they meet the qualification of the BMP position. Buildings with two (2) or more general custodians shall be provided the opportunity to rotate BMP substitute openings per each absence up to 30 days. General positions will be filled from the substitute list.

3. General custodians at the secondary level have the opportunity to fill in for the BMP, if the in-building leads are not available or decline, provided they have demonstrated satisfactory performance in their current position and no absenteeism concerns. Buildings with two (2) or more general custodians shall be provided the opportunity to rotate BMP substitute openings per each absence, up to sixty (60) days. General positions will be filled from the substitute list.

4. General custodians at the elementary level have the opportunity to fill in for the BMP in their building up to sixty (60) workdays provided they have demonstrated satisfactory performance in their current position and no absenteeism concerns. Buildings with two (2) or more general custodians shall be provided the opportunity to rotate BMP substitute openings per each absence up to sixty (60) days. General positions will be filled from the substitute list.

5. The step-up opportunities outlined above for custodians and leads apply only when the absence is expected to be at least three (3) hours in duration. Step ups are not available on non-student days during the school year. During the summer break, step-up will occur after a 5-day absence.

B. If no in-building custodian is available, then the absence may be filled out-of-building. The District will call through the out-of-building step-up list. The District is not required to follow this process if it has less than twenty-four (24) hours' notice of the absence:

1. When no "in-building" employee is available or approved to fill a BMP absence, a BMP Rover will first be utilized, if available. Next consideration is a BMP who has signed up to work out-of-building (This will be offered up to sixty (60) days).

2. If no BMP is available or approved to fill a BMP absence, leads who have signed up to work out-of-building, will be given first consideration to fill in for a BMP provided they have demonstrated satisfactory performance in their current position and no absenteeism concerns. This will be offered on a rotating basis from the established list per each absence up to sixty (60) days. At the secondary level, if all lead custodians are not available, a general custodian with middle or high school experience shall be given first consideration to fill in out-of-building for the BMP. Generals with only elementary school experience may only work out-of-building for an elementary BMP. Custodians shall have an opportunity to sign up for the step-up opportunities at any time.

3. Substitutes for Mark Morris BMP and lead custodians are required to have a CPO license. Leave replacements, step ups, or substitutes at Mark Morris for BMP and Lead custodians that hold a current CPO license will be considered first.

Section 10.3.2 – Food Service

In Central kitchen, in the event the Kitchen Supervisor is absent for less than thirty (30) days, the Production Leads (Baker, Cook and Salad Maker) will have the opportunity to fill the position in seniority order, but opportunities to fill-in will be rotated.

In the Central kitchen, in the event that one (1) Production Lead (Baker, Cook and Salad Maker) is absent for less than thirty (30) days, the production assistant will have the opportunity to fill that position first. In the event that more than one (1) lead position is absent, or the production assistant is absent, all other central kitchen employees will have the opportunity to fill the position(s) in seniority order, but opportunities to fill-in will be rotated.

In the event that there is a temporary vacancy of less than thirty (30) days in a secondary kitchen in the Kitchen Supervisor position, the Secondary-Salad Maker in that kitchen will have the opportunity to fill the position.

In the event that there is a temporary vacancy of less than thirty (30) days in a secondary kitchen, qualified employees in lower paid positions may step up into those vacancies, in order of seniority, but opportunities to fill-in will be rotated.

If no one steps up for a position, or no provision for step-up is provided in this section, substitutes will be called to fill temporary vacancies.

Section 10.3.3 – Transportation

An opening of up to ten (10) days' duration resulting from a regular employee's absence shall be filled by a substitute driver. Substitute drivers will be put on a rotation basis and will be assigned runs, provided they have completed the necessary training for that run. See Article XXIX for additional procedures specific to Transportation substitutes.

Substitutes shall be assigned at least two (2) hours per event (runs and trips) when they are called in to work.

Section 10.3.4 – Absences

Employees report their absences through the substitute request system or as otherwise directed by the department when they are absent with notice to their supervisor. All absences of up to sixty (60) days will be filled per Sections 10.3.1, 10.3.2, and 10.3.3, then by substitutes.

Section 10.4 – Temporary

A temporary employee is one who is hired for a specific purpose for up to thirty (30) workdays. They do not accrue vacation, temporary disability leave, holiday pay, or other fringe benefits. At the end of the thirty (30) workdays the position shall be posted or eliminated.

Section 10.5 – Leave Replacement

If it is determined an employee will be off work in excess of sixty (60) workdays, or if the employee has been off work for sixty (60) workdays under the circumstances outlined in Section 14.4 below, their position will be posted as an open leave replacement position. (See Section 14.4).

Leaves of sixty (60) workdays or less will be filled following the provisions of Sections 10.2, 10.3.1 and 10.3.2. Vacancies in bus driver positions in excess of ten (10) days will be posted within the classification as an open leave replacement position.

ARTICLE XI – SENIORITY

Section 11.1 – When Established

The seniority of an employee in the bargaining unit shall be established and begin to accrue as of the employee's first day of work for the District in a SEIU regular or leave replacement position. After September 1, 2016, in the event that more than one employee has the same hire date, seniority will be established by the order that applications for employment were completed.

For hires prior to September 1, 2016, when employees have the same start date, the established alpha priority order below will apply based on the spelling of the employee's last name through the entire last name when necessary. A name change during employment will not change an employee's designated seniority ranking.

#1 – C	#8 – F	#15 – A	#22 – H
#2 – T	#9 – U	#16 – M	#23 – W
#3 – G	#10 – P	#17 – Z	#24 – J
#4 – I	#11 – V	#18 – Y	#25 – X
#5 – B	#12 – S	#19 – K	#26 – R
#6 – O	#13 – D	#20 – E	
#7 – N	#14 – L	#21 – Q	

Section 11.2 – When Lost

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

A. resignation
B. retirement
C. termination

Note: employees who resign a regular position lose their seniority even if they continue to work in substitute positions.

Section 11.3 – When Not Lost

Seniority rights shall not be lost for the following reasons:

A. Time lost by reason of industrial accident, industrial illness, temporary disability leave or layoff as explained in Section 13.1.
B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
C. Time spent on other authorized leaves of absence for a maximum of two (2) consecutive years to be requested annually and granted by the Board.
D. A regular employee who changes job classifications within the bargaining unit shall retain his/her total District seniority.

Section 11.4 – Rights

An employee with the most total District seniority shall have preferential rights to available job openings if s/he has the necessary skills, abilities and qualifications to perform the essential job functions.

ARTICLE XII – PROBATIONARY PERIOD

Section 12.1 – New Employees

A new employee shall be classified probationary for a period of ninety (90) regularly scheduled workdays and during that period may be terminated, for cause, if in the District's judgment that person should not be retained.

The probationary employee will be evaluated twice within the first ninety (90) regularly scheduled workdays. The first evaluation will be after approximately thirty (30) regularly scheduled workdays. If performance is satisfactory, s/he will become a regular employee after ninety (90) regularly scheduled workdays with their seniority then being retroactive to the first day of employment.

Section 12.2 – Evaluation

All employees shall be evaluated at least annually and shall receive a copy of their evaluation.

Any document utilized in the evaluation process will be made available for the employee's review, upon request.

ARTICLE XIII – LAYOFFS/REDUCTION IN FORCE

Section 13.1 – Guidelines

School-year employees will be notified of reasonable assurance of continued employment for the next school year in writing by the District by June 1.

In the event the District determines that the bargaining unit must be reduced, the District shall notify the Union representative in writing at least 21 calendar days prior to notifying employees in writing of reduction in force. Employees shall be notified at least fourteen (14) calendar days prior to the effective date of their layoff.

Employees shall be recalled in accordance with the provisions of Section 13.4.

The District shall generate a list of employees according to seniority in their present job classifications as described in § 1.4. The seniority list will be used for reduction in force in each job classification beginning with the least senior employee. Employees who are reduced shall initially be deemed "displaced" and have first consideration in filling any open positions if they have the skills, abilities, and qualifications.

Section 13.2 – Bumping Procedures

Employees designated for RIF are permitted to bump into the position of the least senior employee in another classification for which the RIFed employee has greater seniority, provided such employee possesses the necessary skills, abilities and qualifications to perform the essential functions of the position

Section 13.3 – Current Addresses

It shall be the responsibility of the employees who were laid off to keep the Employee Services Office advised of their current address, email address and telephone number.

Section 13.4 – Reinstatement after Reduction in Force

If a vacancy occurs after a reduction in force, the District agrees to fill the vacancy by first offering the position to the laid off employee with the greatest total district seniority provided the employee possesses the necessary skills, abilities and qualifications to perform the essential functions of the position.

An employee offered employment will have five (5) calendar days (excluding Saturday, Sunday, and holidays) from the receipt of the written offer or fifteen (15) calendar days (excluding Saturday, Sunday, and holidays) from the date of mailing, whichever occurs first, to accept the position in person or in writing. If s/he rejects the offer, that employee shall be dropped from the recall list and the position shall be offered to the individual so laid off with the next greatest total District seniority, provided s/he is qualified.

Recall rights shall not extend beyond two (2) years from the date of layoff.

ARTICLE XIV – POSTING OF JOB OPENINGS

Section 14.1 – Filling Positions

In order to afford employees an opportunity to apply for open regular positions (an open regular position is one that has been permanently vacated by the prior employee or is the result of a newly created position), notice of such openings shall be posted within the bargaining unit only, no later than ten (10) days from the date of opening for a period of five (5) working days. Such posted positions will be filled within fifteen (15) working days from closing of posting. The District will notify the Union if the timelines for posting and hiring will not be met in specific

circumstances. Current bargaining unit employees who possess the necessary skills, abilities and qualifications to perform the essential functions of the position will be given first consideration, according to total District seniority (this includes employees with eligible leave replacement seniority and represented substitutes). If the position is not filled by a current employee, then the District will post the position to external applicants. The District may open the position outside the bargaining unit if, in the District's judgment, the skills and abilities of available internal applicants are not sufficient. External applicants include substitutes who are not included in the bargaining unit.

Substitutes who have worked thirty (30) days or more in the previous twelve (12) months are considered internal applicants.

If the open regular position is filled by an employee outside the job classification, the subsequent vacant position will be posted.

Regular employees who accept an open regular position in any job classification (inside or out of their job classification) are not allowed to return to their former position. If their former position becomes open, they may apply as per this section.

New Employees may not apply for a new position during the first thirty (30) days of their probationary period. If any employee applies for a new position after completing their probationary period, they will begin a new thirty (30) day probationary period in the new position. Employees who apply for and receive a new position during their probationary period will complete their probationary period or a thirty-day probationary period in the new role, whichever is greater.

Section 14.2 – Filling (regular position) Subsequent openings

A. If the open regular position is filled by an employee within the same job classification, subsequent openings within the classification do not need to be posted. These subsequent openings will be filled only from the list of employees who applied for the open regular position. Employees within the classification who applied will be given first consideration by total District seniority, if they have the skills, abilities and qualifications for the subsequent open position; then employees outside the classification who applied shall be considered by total District seniority, if they have the skills, abilities and qualifications to perform the essential functions of the subsequent open position.

   Substitutes who have worked thirty (30) days or more in the previous twelve (12) months are considered internal applicants.

B. The process is repeated for each subsequent vacancy created by the placements.

C. If a subsequent opening remains unfilled, it will be posted to external applicants. External applicants include substitutes that are not included in the bargaining unit (less than thirty (30) work days within the previous twelve (12) months as a substitute.

Section 14.3 – Filling an Opening – Interim Basis

The District reserves the right to fill an opening on an interim basis while the opening is being posted and selection is being made, subject to the step-up procedures for custodial and food service employees set forth in Sections 10.3.1 and 10.3.2. (See Article X, Section 10.3)

Section 14.4 – Filling Leave Replacement

If it is determined that an employee ~~is~~ will be off work for more than sixty (60) days (ten (10) days for bus drivers), based on an employee's leave request, medical certification, or other circumstances, making it clear that the employee will not return within this time period, the employee's position will be posted as an open leave replacement position. A posting will also occur if the leave extends beyond sixty (60) days for unforeseen reasons and if the employee does not have a return-to-work date that is within 20 work days. Notice of such openings shall be posted no later than ten (10) days from the date of opening for a period of five (5) working days. Such posted positions will be filled within fifteen (15) days from closing of posting. The District will notify the Union if the timelines for posting and hiring will not be met in specific circumstances. Applicants from all classifications may apply for the posted position, however, applicants within the classification will be given first consideration.

Current regular employees within the classification who possess the necessary skills, abilities and qualifications to perform the essential functions of the position will be given first consideration, according to total District seniority (including those with eligible leave replacement seniority and substitutes with thirty (30) or more work days **within classification** within the previous twelve (12) months**)** to fill the open leave replacement.

If no applicant within the classification is selected, applicants from outside the classification who possess necessary skills, abilities, and qualifications to perform the essential functions shall be considered according to total District seniority (this includes employees with eligible leave replacement seniority and substitutes with thirty (30) or more work days within the previous twelve (12) months with the district**.**

Section 14.4.1 – Openings Subsequent to Leave Replacement Vacancies

Subsequent openings will be filled;

A. Only from the list of employees who applied for the leave replacement position. Filling of subsequent openings will only be allowed if it results in an increase in pay or hours. Exceptions may be made by mutual agreement of the District and Union.

B. Employees within the classification who applied will be given first consideration by total District seniority, (including those with eligible leave replacement seniority and substitutes within the department with thirty (30) or more work days in a year) if they have the skills, abilities, and qualifications for the subsequent opening position; then employees outside the classification who applied shall be considered by total District seniority, if they have the skills, abilities and qualifications to perform the essential functions of the subsequent position. This includes those with eligible leave replacement seniority and substitutes who have subbed at least thirty (30) work days within the previous twelve (12) months.

C. The process is repeated for each subsequent vacancy created by the placements.

D. If a subsequent opening remains unfilled, it will be posted to outside applicants.

Section 14.4.2 – On Leave Employee Returns

If the "on-leave" employee returns, the employee who filled the leave replacement position and the employees who filled the subsequent openings/positions will return to their previous positions. If the previous status was as a substitute or the person was hired from outside the bargaining unit, the employee will be placed on the substitute list. Upon being assigned to the substitute list:

A. The employee will be allowed to retain their established seniority date up to one (1) year.
B. No additional seniority time as a substitute will be earned.
C. If hired into a regular position within the first year after the leave replacement ends, the seniority date will be back dated based on the seniority earned (number of days) during the previous leave replacement assignment.

Section 14.4.3 – On Leave Employee Does Not Return

If the "on leave" employee does not return from leave to their position, the employee who filled the leave replacement position and the employees who filled the subsequent openings/positions will remain in the positions they filled and these will become their permanent positions. If their former position becomes open, they may apply as per Section 14.1.

Coordinator positions are an exception to the above leave replacement language. A coordinator position can be filled by the qualified senior regular employee from the same job classification with the leave replacement rules. When it is determined the on-leave employee is not returning, the employee filling the coordinator position will return to his/her job and the coordinator position will be posted within the bargaining unit.

Section 14.5 – Summer Posting

Openings during the summer months will be posted electronically via email and on the District website. Printed lists will be available at the District office. Summer postings will not include those jobs that need to be filled due to vacation, sick leave, or needed occasional extra help.

Paraeducator jobs that continue on in the summer do not need to be posted. The employee(s) currently holding the position may continue working the summer hours.

The District may employ temporary summer help. No such service will replace positions or hours of employees covered by this Agreement. Temporary summer jobs shall be determined annually by the District. Current bargaining unit members will be given first consideration, according to total District seniority and qualifications, and then to substitutes.

The District shall post, in accordance with the Agreement, the anticipated summer jobs. Such postings will include projected work schedules, required qualifications, and duties to be performed. Selection for summer jobs will be based on seniority and qualifications. Such assignments shall be at the will of the District.

No employee working in the bargaining unit member may hold a temporary summer job which, with other district assignments, would necessitate overtime pay, and nothing contained herein shall serve to extend benefits (other than the designated rate of pay for the temporary job) of employees working in the bargaining unit except as required by law.

ARTICLE XV – HOURS AND OVERTIME

Section 15.1 – Definition of Terms

A. *Day* as used in the Agreement shall mean and consist of the twenty-four (24) hour period beginning at 12:01 a.m.
B. *Work week* shall mean and consist of the seven-day (7-day) period beginning at 12:01 a.m. Monday.

C. *Posted hours* shall mean those hours listed on an employment authorization for a regular or leave replacement position.
D. *Straight time* is paid non-overtime hours.
E. *Overtime pay* shall mean one and one-half (1½)times the straight time rate in effect at the time the employee is working and shall be computed to the nearest fifteen (15) minutes. For the purpose of determining overtime, all compensated time shall be considered time worked.
F. *Seniority* shall mean "an individual's length of service with the District in a regular position."
G. *Anniversary date* shall mean the day s/he begins to work on a specific job.

Section 15.2 – Changing Posted Hours

If an employee in any thirty (30) consecutive working days, works over the posted hours with supervisor authorization on more than half of these days, that employee's posted hours will be raised to the time worked, not to exceed eight (8) hours per day. This provision does not apply to Transportation assignments, which are addressed in Article XXIX.

Section 15.3 – Overtime and Extra Hours

Overtime work shall be:

A. All work performed in excess of eight (8) hours in the same day, or in excess of eight (8) consecutive straight time hours extending over more than one day.
B. All work performed in excess of forty (40) straight time hours in one week.
C. Employees in the Technology department and Maintenance and Grounds crews may, with supervisor pre-approval, work a flexed work week to give flexibility on major projects. This will not constitute daily overtime.

Section 15.3.1 – Approval

No employee is approved for overtime or extra work pay unless the overtime or extra work has been authorized by the supervisor before the work has been performed. An employee may use Comp Time in lieu of OT with District approval and proper documentation.

Section 15.3.2 – How Assigned

Overtime and extra work shall be divided equally among the employees in the job classification whenever possible. Employees interested in working overtime or extra hours shall sign up with their department supervisor on an overtime and extra hours list established and published by the department. Overtime shall be offered on a rotation basis, if the employee has the qualifications for the assignment. Employees are eligible regardless of their regular shift assignment, as long as they can complete the overtime before 6:00 a.m. the following day. The overtime can be split between the employee eligible for the overtime and the next qualified employee on the overtime and extra hours list, with approval of the supervisor.

Saturday - Sunday (Custodial): Overtime shall be assigned to the in-building employees on a rotation basis. If no in-building employees are available, the overtime and extra hours list shall be utilized.

Section 15.4.1– Change in Paraeducator Hours – Increase

If an additional paraeducator assignment of one (1) hour or less is available at a site, such notice of assignment shall be posted by email at the site only for a minimum of three (3) days. Paraeducators currently working at that

site may apply for that time. The time will be assigned according to total District seniority if s/he has the necessary skills, abilities, and qualifications and if his/her current schedule would allow for such time.

Additional time will not be assigned if it would result in overtime or conflict with the employee's current assignment or required rest periods. Assignment of hours shall not be made if it would have a negative impact on a student's instruction.

Section 15.4.2 – Change in Paraeducator Hours – Reduction

When it is necessary to reduce paraeducator hours within a site, the reduction process includes:

1. Asking for volunteers to reduce hours,
2. Reducing the hours of the least senior employee at that site.

Section 15.4.3 – Developing Paraeducator Schedules

When developing all paraeducator schedules, the following considerations will be taken into account:

1. Student and program needs
2. Budget/funding
3. Seniority
4. Qualifications
5. Evaluations

When paraeducator schedule changes occur, justification for changes will be provided to employees when requested.

Section 15.5 Early Release/Late Arrival (Including Conference Days)

Employees assigned to work on scheduled late start/early release days shall be expected to work their number of regularly scheduled hours for that particular day. Employees who are approved by their supervisor not to work their regularly scheduled hours will do so without pay, or use vacation or personal leave for the unscheduled time.

If an employee is on vacation, sick leave, or personal leave on an early release / late start day, they will be compensated for their normal workday, provided they have sufficient available paid leave.

Section 15.5.1 Winter and Spring Break Early Release

On the last day of school prior to the Winter or Spring Break, employees who are regularly scheduled to work six or more hours a day, and who do not have other regularly assigned duties requiring their presence during the early release period, will be released without loss of pay once students are released and the employee's duties are completed.

Section 15.6 – Food Service Packager/Servers/Elementary Lunch Servers

The number of lunches served at each elementary school will be tabulated each year. The tabulated data and the lunch serving times will be used in determining the following year's number of hours and hours of operation for those schools that have a shared position of elementary lunch server and central kitchen packager/server. Before school starts each year, the employees in the above positions will be offered, by seniority, their choice of available positions. If the work required at each site changes, the scheduled hours will reflect those changes.

Section 15.7 – Changes in Scheduled shifts – Emergency Closures

If, after opening, schools are closed due to an emergency, general custodians and lead custodians may report to work one hour after the announced closure time, or their regular start time, to complete their regular work assignments.

When employees are directed to leave work by their supervisor or other District official due to emergency or hazardous conditions, they will do so without any loss in pay, leaves, or other benefits.

ARTICLE XVI – CALL TIME

Section 16.1 – When Paid

Regular hourly paid employees will receive two (2) hours of additional pay, at their regular straight time pay, in addition to the actual hours worked, if the District changes the employee's scheduled working hours without giving twenty-four (24) hours' notice. No call time will be paid when the employee returns to his/her regular working hours. (This section does not apply to changes in scheduled working hours due to weather conditions, volcanos, or other such natural occurrences, or to situations where employees are substituting for other employees)

Employees who have actually reported to work but whose work is subsequently canceled shall receive a minimum of two hours' pay. Employees may be required to work up to the full two hours.

Section 16.2 – Call Back

Employees called back to a job after departure from their scheduled work shift shall be paid, at the appropriate rate, for not less than two (2) hours.

Section 16.3 – Weekend Security

Employees who are on call during weekend or holiday periods to respond to emergencies or other facility needs (example: alarms at buildings or contract by security agency) that may arise will be paid two (2) hours at the overtime rate per day the employee is on call, which is to be paid regardless of whether the employee is required to perform any work. If the employee is called in to work during the on-call period, the employee will be paid for actual time worked at the overtime rate, in addition to the two-hours of overtime they receive for being on call. Any such work is not subject to the two-hour minimum provided for call-back work under Section 16.2, above.

There shall be a separate annual sign-up list for building security assignments; Employees may withdraw their name from the security assignment list at any time; the sign-up list will be re-opened if there are insufficient employees for necessary assignment.

ARTICLE XVII – REST AND LUNCH PERIODS

Section 17.1 – Rest Periods

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

Section 17.2 – Lunch Period

An uninterrupted meal period of no less than thirty (30) minutes shall be afforded each employee who is assigned to a work schedule of more than five (5) hours. The lunch period shall be taken at a time designated by the District.

If an employee has not been able to take their scheduled lunch, the employee shall contact their supervisor. If it's determined the employee will not be able to take their lunch that day, the employee will be directed to either leave a half hour early for the day or complete their shift and put the half hour on their timesheet.

ARTICLE XVIII – MEDICAL EXAMINATIONS, HEALTH CERTIFICATES, LICENSES AND REQUIRED TRAINING

Section 18.1 – Conditions of Employment

If a job requires a food handler's permit or medical examination, as a condition of initial employment, the costs involved are to be paid by the applicant before s/he becomes an employee.

All medical examinations required as a condition of continued employment shall be paid by the District. The District shall select the physician. If an employee insists on using his/her own physician, the District will pay actual expenses up to a maximum amount equal to the contracted physician's fees. If the employee can only schedule such examinations during his/her regularly scheduled work hours, the employee shall be paid at the regular rate of pay.

Employees who are called to participate in DOT random drug testing and who are not tested during regularly scheduled work hours, will receive one hour's pay or actual time, whichever is greater.

Section 18.2 – Licenses or Fees

The District will assume the cost of any licenses, certification, or fees required of employees as a condition of continued employment following the original license or certification which may be a condition of his/her initial employment.

Section 18.3 – General Paraeducator Certification

As funded by the Washington state legislature, the District will provide the state specified amount of hours of professional development consistent with the learning targets of the Fundamental Course of Study and General Certificate to instructional paraprofessionals as defined by the Professional Educator Standards Board. Training will be provided by the District. Employees may request reimbursement for the costs of obtaining the General Certificate, and if the General Certificate becomes required, the District will pay the fees for it. Should the State change or modify the expectations of the Fundamental Course of Study and the General Certificate, the District and Union shall meet to negotiate the impacts of those changes.

- Exempt Paraeducators will be offered the training.
- Paraeducators will be paid their regular hourly rate for professional development hours outside of their regular work schedule.

ARTICLE XIX– WAGES

Section 19.1 – Pay Schedules

All employees covered by this Agreement shall be paid in accordance with the pay schedule set forth in this contract. For each year of this Agreement the pay schedule shall be increased by the state-funded inflationary adjustment (currently, the implicit price deflator (IPD)). If the state provides classified employee salary increases in any manner other than the percentage increase commonly used in the past, this Agreement shall reopen solely for the purpose of determining how to apply the salary increase to the pay schedule.

2025-2026

Effective September 1, 2025 for the 2025-2026 school year, in addition to the state inflationary adjustment (2.5%), wages for all employees shall be increased one percent (1%). Additionally, a one-time longevity bonus of $1,000 will be given to employees beginning their fortieth (40) year. Beginning October 1, 2025, a second tier of paraeducators will be established at the midpoint between the current tiers, rounding up or down as applicable (before IPD). 67 paras (based on current work assignments) will move from Tier 1 to Tier 2. (See 19.10)

2026-2027

Effective September 1, 2026, wages for all employees shall be increased by the state inflationary adjustment plus one percent (1%). Additionally, Tier three (3) paraeducators' wages will increase by $0.30 per hour.

Section 19.1.2 - Experience Credit

When any employee is hired by the District after leaving another school district within the state without a break in service exceeding five (5) years, the employee shall retain the same leave benefits and years of experience for salary placement that the employee had in the employee's previous position. If the District has a different system for computing leave benefits and/or salary placement than the previous employer, then the employee shall be granted the same leave benefits and other benefits as a person in the District who has similar occupational status and total years of service.

Effective September 1, 2025, verifiable relevant non-Washington school district experience may also be considered for salary placement at the time of hire only. Evidence of such experience shall be provided within 30 days of hire. The District will have the right to make the final determination as to whether the prior non-school district experience qualifies for salary schedule advancement and if so, how many years of credit to grant for such experience.

Longevity rate increases are determined based on the employee's anniversary date occurring on or before September 1 of each year. If the employee is eligible for a longevity rate increase, the new rate will be effective on the first date of the new school year contract.

Section 19.2 – Substitute's Pay

The rate of pay for substitute workers shall be:

1. A rate equal to the beginning step of the classification of the regular employee for whom the substitute is working.

2. Employees who separate their regular employment from the District and remain approved to work as a substitute in the same job classification shall be paid at the same pay level received while holding the regular position. Employees who resign their regular position and become a substitute in a different job classification shall be paid at a rate equal to the beginning step of the classification of the new job classification.

Section 19.3 – Pay Procedures

All employees represented by this Agreement shall be paid an hourly wage as specified in the pay schedules. Warrants will be issued to employees on a monthly basis on the last business day of each month unless there are circumstances beyond the control of the District.

Employees will receive twelve (12) equal pay warrants. Equal pay warrants are computed by multiplying the number of days of anticipated employment by the anticipated daily hours and then by the appropriate hourly wage rate and then dividing by twelve. Those employees currently receiving 10 equal payments will continue to receive 10 equal payments for the duration of their employment or until they request converting to 12 equal payments.

Completed and signed Extra Pay Forms must be submitted to Employee Services no later than the first of the month. Forms received after the first of the month will be paid on the following month's payroll.

Section 19.4 – Pay – Higher Pay Rate

An employee asked to perform work in a position of a higher pay rate shall receive the rate applicable to such position. If steps are involved, s/he shall be paid at his/her present step.

When asked to perform work in a position of a higher pay rate, an employee must have worked in that position for a minimum of five (5) continuous workdays before s/he is allowed to claim a leave day or holiday at the higher rate of pay and/or change in hours associated with the new position. The higher rate of pay is not applied if an employee has taken a leave immediately prior to returning to their regular position or a holiday falls immediately prior to their return. In those cases, the leave or holiday shall be paid at the rate of pay of their regular position, not the higher rate.

Examples when the higher rate of pay and/or change in hours are not applied:

1. Leave taken, or holiday falling, on Day 5 of the higher pay rate assignment
2. Leave taken, or holiday falling, immediately prior to returning to the regular position

Section 19.5 – Pay – Lower Pay Rate

Employees assigned by the District to perform work in a position of a lower pay rate shall be paid at their regular rate.

Employees opting to work in a position of a lower pay that is not their classification (example, summer postings) shall be paid the rate of pay for that position according to the employee's current step. This does not apply to employees awarded extras hours or overtime for work in their classification which will be paid at the appropriate rate of pay for their regular position.

Section 19.6 – Supplemental Compensation/Inservice Training

Regular full year Employees will be paid at their regular hourly rate (or overtime if applicable) for schooling or training required by the Employer outside the employee's regular working hours.

All part-time school year employees will be compensated for up to twelve (12) hours of individually chosen training or district events approved by the District (i.e. school family nights, staff meetings, and back to school kickoff, if not required by the District).

Section 19.6.1 – Professional Development Funds

1. Ten thousand dollars ($10,000) per year will be provided for costs for certain approved training courses.

2. It is not the intent of this provision to finance long-term courses of study or a college degree. This provision is intended to produce relatively short-term improvements in an individual's job performance or technical skills which are needed on the individual's present job or one s/he may be doing in the near future.

3. To be eligible for reimbursement, all courses must be approved in advance by the Executive Director of Employee Services.

4. Each employee, upon written request and course approval, submission of an official transcript indicating satisfactory course completion, documented evidence of tuition expenses, and signing a District classified reimbursement form, will be entitled to a reimbursement.

5. Reimbursement will be up to a maximum of six hundred dollars ($600) for each employee annually.

Section 19.7 – Asbestos or Lead Inspection/Abatement

If a qualified employee is required to perform the duties of asbestos inspection or abatement pursuant to 40.CFR.763, such employee will receive a differential of $2.00 per hour while performing such duties. If a qualified employee is required to perform the duties of lead inspection or abatement, such employee will receive a differential of $2.00 per hour while performing such duties.

Section 19.8 – Wages for Supervision

Any employee assigned, outside of his/her normal duties, to supervise four (4) or more individuals, shall receive an additional $2.00 per hour more than their regular hourly rate for the time they are supervising the employees.

Section 19.9 – Shift Differential

Employees will receive a shift differential of fifteen cents ($0.15) per hour if fifty percent (50%) or more of his/her temporarily employer-reassigned hours (except for regular changes of shift due to school breaks) fall outside of his/her regularly assigned hours. Positions that are eligible to receive the differential pay on occasion will use time sheet reporting.

Overtime hours will not be used to change an employee's shift differential assignment.

Section 19.10 – Tier 1, Tier 2, Tier 3 Paraeducators

There will be three (3) levels of Paraeducators.

Tier 1 Paraeducators include any employee not regularly performing the duties described in Tiers 2 and 3 below, and whose job was not posted as a Tier 2 or Tier 3 position.

Tier 2 Paraeducators include any paraeducator regularly assigned to a special education program who does not meet criteria for Tier 3, as well as any paraeducator regularly required to provide toileting assistance to students. This Tier will also include any ELL Bilingual paraeducator hired after September 1, 2025, if bilingualism is a preferred, but not required, qualification for the position.

Tier 3 High Needs Student Support Paraeducators are defined as Paraeducators who are assigned to self-contained special education classrooms/programs or one-on-one student support positions, as well as ELL Bilingual. This tier also includes Certified Behavioral Technicians (CBTs), and any ELL Bilingual paraeducator for whom bilingualism is a required qualification for the position. Paraeducators hired into a ELL Bilingual position before September 1, 2025 will also be placed at Tier 3.

Employee Services shall notify the Union of positions designated Tier 2 and Tier 3 Paraeducators at the time of posting Employees may request that the Executive Director consider their position for designation as a Tier 2 or Tier 3 Paraeducator.

ARTICLE XX – MILEAGE ALLOWANCE

Employees who are directed by the District to travel for their jobs to two or more work locations shall receive the approved District mileage reimbursement rate.

ARTICLE XXI – VACATIONS

Regular full-time and regular part-time employees who were employed beginning in the 2003-2004 work year or later in 12-month positions for 260 days will receive vacation benefits according to the following sections:

Section 21.1 – How Accrued
Section 21.2 – Vacation Credit
Section 21.3 – How Based
Section 21.4 – When Terminating Employment
Section 21.5 – Holiday During Vacation
Section 21.6 – Call Back
Section 21.7 – How Scheduled
Section 21.8 – Vacation Cash Out

Regular full-time and regular part-time employees who were employed during the 2002-2003 school year and maintain continued employment with the District as a represented SEIU member will be grandfathered regarding vacation benefits according to the following sections:

Section 21.1.A - *How accrued and When Taken
Section 21.2 – Vacation Credit
Section 21.3 – How Based
Section 21.4 – When Terminating Employment
Section 21.5 – Holiday During Vacation
Section 21.6 – Call Back
Section 21.7 – How Scheduled
Section 21.8 – Vacation Cash Out

*When the grandfathered employees discontinue working in a position represented by the Union or are no longer employed by the District, Section 23.1 – How Accrued and When Taken will sunset and will no longer be part of this collective bargaining agreement.

Section 21.1 – How Accrued

Employees hired into 12-month positions for 260 days effective September 1, 2003, will accrue vacation at the following rate:

Years of Employment*	Ratio of Hours Earned to Regular Hours Paid Ratio	Conversion to Days/Years 12 mo.
Year 1 through 4	.0385	10
Year 5 through 10	.0577	15
During 11th year	.0615	16
During 12th year	.0654	17
During 13th year	.0692	18
During 14th year	.0731	19
During 15th year	.0769	20
During 16th year	.0808	21
During 17th year	.0846	22
During 18th year	.0885	23
During 19th year	.0923	24
During 20th year and thereafter	.0962	25

*While employed in a position earning a vacation.

Section 21.1A – How Accrued and When Taken

Regular full-time employees shall accrue vacation credits in accordance with the schedule listed below. All grandfathered employees in positions requiring less than twelve (12) months' annual work time but requiring

1,440 or more annual work hours, or who work in positions requiring twelve (12) months' regular work time, but less than 1,440 annual work hours will qualify for pro-rated vacation benefits.

If an employee's posted hours as described above make him/her eligible for vacation, all hours worked will be calculated towards vacation credit.

Employees working 1,350 to 1,440 hours and earning vacation for the 1994-1995 school year shall be grandfathered.

Vacation will accrue at the following rate:

Years of Employment*	Ratio of Hours Earned to Regular Hours Paid Ratio	Conversion to Days/Year 12 mo.	11 mo.	10 mo.	9 mo.
Year 1 through 4	.0385	10	9 1/6	8 1/3	7 ½
Year 5 through 10	.0577	15	13 ¾	12 ½	11 ¼
During 11th year	.0615	16	14 2/3	13 1/3	12
During 12th year	.0654	17	15 7/12	14 1/6	12 ¾
During 13th year	.0692	18	16 ½	15	13 ½
During 14th year	.0731	19	17 5/12	15 5/6	14 ¼
During 15th year	.0769	20	18 1/3	16 2/3	15
During 16th year	.0808	21	19 ¼	17 ½	15 ¾
During 17th year	.0846	22	20 1/6	18 1/3	16 ½
During 18th year	.0885	23	21 1/12	19 1/6	17 ¼
During 19th year	.0923	24	22	20	18
During 20th year And thereafter	.0962	25	22 11/12	20 5/6	18 ¾

*While employed in a position earning a vacation.

Grandfathered regular full-time and part-time employees who work less than 12 months will be allowed to use accrued vacation time on non-work days exclusive of Saturday, Sunday, and paid holidays during winter, spring, and summer breaks.

Section 21.2 – Vacation Credit

Vacation credit will be granted for each year an employee works in a position earning a vacation. The anniversary date for vacation credit will be September 1. If, after September 1, an employee begins working in a position that accrues vacation, the first partial year will be counted as year one for earned vacation credit.

Year-round positions during the 2002-2003 school year will remain year-round positions. Grandfathered employees will qualify for vacation credit when their posted hours reach 1,440 in either a year-round position or a regular part-time position regardless of hours worked at the time the position was grandfathered.

When employees transfer from a position where no vacation credit is earned to a position earning vacation, the hours worked in the former position will be totaled to determine the number of years of employment for vacation credit. The total accumulated hours divided by 1,440 will determine the years of vacation credit. No credit will be given for partial years.

Section 21.3 – How Based

Vacation pay is based on the hours regularly worked on the specific job. A workday is normally eight (8) hours, but may be less according to the hours regularly assigned to a particular job. Overtime hours will not be used in determining vacation credits. Vacation hours accrued by August 31 shall be taken within the next twelve (12) months and shall not be carried forward.

In the event of unforeseen circumstances (such as but not limited to, natural disaster, employer need) prevent the employee from taking earned scheduled vacation leave, the employee and the supervising administrator may request to carry forward vacation days that would have been lost August 31. Vacation days carried over must be used by December 31 of that year and shall not be carried forward beyond that date. Such request must be approved by the superintendent or his/her designee.

Section 21.4 – When Terminating Employment

Upon termination employees shall be paid for any accrued but unused vacation credits at the employee's hourly rate in effect at their termination.

Section 21.5 – Holiday During Vacation

An extra day of vacation will be allowed when a paid holiday falls during a schedule vacation period.

Section 21.6 – Call Back

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

Section 21.7 – How Scheduled

Vacations shall be scheduled at least ten (10) workdays in advance unless there are extenuating circumstances as determined by the Employer. Exceptions to such advanced notice may be made by the Employer when circumstances require employees to be absent from their work for a day or two at a time. The employee's requested vacation days will be subject to the approval of the Employer. An employee with the most total district seniority shall have preferential rights regarding vacation periods provided they have followed the practices of the individual departments. In the event that an employee's requested vacation schedule needs to be changed and/or rescheduled, the supervisor will provide a written, justifiable reason.

Section 21.8 – Vacation Cash Out

Employees who accrue vacation time shall be cashed out annually for any unused vacation days, which are not eligible for carryover per Section 21.3, after they have used a minimum of ten (10) days during the current school year. Employees will be automatically cashed out by the Payroll Department in November, following the close of the fiscal year. Payment of vacation cash out will be paid according to payroll cut off dates.

ARTICLE XXII – HOLIDAYS

Section 22.1 – Recognized

All regular employees shall receive pay for holidays at their regularly scheduled hours and classification rate. To be eligible, employees must work their regularly scheduled shift the day before and their regularly scheduled day

after the holiday. Excused paid leave absences will be the same as a day worked. Unpaid absences the day before or the day after the holiday will not qualify the employee for holiday pay. When the holiday falls on a Saturday or Sunday, an eligible employee will be given a compensatory day off as determined by the District. The following shall be recognized legal holidays:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Memorial Day
*Day before Independence Day
*Independence Day
**Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas Day
Christmas Day
Day before New Year's Day

*Twelve-month employees only, or other employees whose work schedule extends through the Independence Day holidays.

**To be eligible for the Labor Day holiday, employees must either complete the prior work calendar in good standing or be hired as a new employee prior to Labor Day in order to receive holiday pay for that day.

Section 22.2 – Work on Holidays

Employees assigned to work on holidays, shall be paid their regular holiday pay plus one and one-half (1 ½) times their regular hourly wage.

ARTICLE XXIII – SICK LEAVE

Section 23.1 – Definition of Sick Leave

Sick Leaves are "leaves of absence for which an eligible employee accrues entitlement and which the employee may use as described in Article XXIII, Section 23.5 when approved by management." Sick leave shall be compensated leave.

Section 23.2 – Eligible Employees

All employees covered by this Agreement shall be *eligible employees* with Article XXIII. This leave may not be taken as vacation or for other personal reasons. Employees are encouraged to set dental, medical, and optical appointments for off-duty time whenever possible in order to reduce disruptions and confusion.

Section 23.3 – Accrual of Sick Leave

Sick leave for emergencies and disabilities arising out of illness, injury, pregnancy, miscarriage, abortion, childbirth, and recovery therefrom will be accrued at the rate of .0462 times the number of regular hours paid. Earned TDL hours will be rounded to the nearest half hour. Temporary disability leave cannot be taken until it has been earned. Leave which has been approved shall be deducted from the accumulated hours; deductions shall be made to the nearest half hour. Temporary disability leave will not accrue or be paid during any absence in which the employee is not being paid.

Section 23.4 – Report of Absence

All employees shall report absences in the District's online system before taking the absence.

Beginning September 1, 2026, employees will earn sick leave on an annual basis based on twelve (12) days times the number of regular daily hours for year-round (full time) employees, and ten (10) days times the number of regular daily hours for regular part-time employees. Sick leave will be pro-rated for employees working less than the full work year for their position. Sick leave balances will be credited at the end of each month based on the employee's regular hours worked, and will be adjusted monthly based on any change in regular daily hours for employees increasing or decreasing their regular daily hours worked.

Section 23.5 – Use of Sick Leave

Sick leave may be used in the event of absence due to disabilities resulting from illness, injury, accident, pregnancy, miscarriage, abortion, childbirth, recovery therefrom, emergencies, and up to five (5) days for adoption. Up to five (5) days of sick leave may be used for expectant parents to attend childbirth with a spouse or domestic partner who is giving birth.

Section 23.6 – Disability Defined

A *disability* as used in this Article shall mean "those disabilities caused by illness, accident, injury, pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, emergency which prevent an employee from fulfilling his or her assigned duties." In all cases, accrued sick leave will be paid only for the period of actual disability. The amount employees receive from worker's industrial accident insurance will be deducted from their temporary disability leave pay.

Section 23.7 – Reporting disability

When an employee must be absent due to a disability arising from an unexpected illness or injury, the employee must notify the immediate supervisor at least one hour before his/her regular starting time of work. Failure to do so shall result in loss of pay and benefits unless there are extenuating circumstances. In cases of planned absences, such as those resulting from a scheduled surgery or childbirth, the employee must notify the supervisor as far in advance as possible. In cases of planned absences of five (5) working days or longer, a physician's certificate giving the dates (or approximate dates) the absence will begin and end is required. While the employee is still working, the District may require the employee to provide a certificate from the employee's physician indicating that the employee is physically capable of performing the normal assigned tasks.

Section 23.8 – Proof of Disability During Absence

For any absence of five (5) workdays duration or longer, the District Employee Services Department reserves the right to request a licensed medical provider's certificate as proof of disability. For disabilities extending beyond twenty (20) workdays, the District may require an examination of the employee by a physician selected by the District.

Section 23.9 – Employee's Right to Return to Work

An employee who is absent from work on a temporary disability leave for two (2) calendar weeks or less may return by notifying his/her supervisor of the intention to return to work by 2:30 p.m. on the day before returning from any absence. An employee who is absent from work on a temporary disability leave for more than two (2) weeks may return by notifying his/her supervisor of intention to return to work one full workday prior to returning from any absence. The District may require the employee to provide a written statement from a licensed medical provider certifying the fitness of the employee to fulfill the employee's duties.

Section 23.10 – Return After Separation of Employment

Employees who separate employment with the District and returns to regular employment shall have accumulated sick leave restored as provided in RCW 28A.400.300, provided that the lapse in service has not exceeded five (5) years.

Section 23.11 – During Holiday

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

Section 23.12 – Sick Leave Cash Out

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

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

*For the purpose of this provision, retirement shall be defined as when an employee is eligible to receive benefits under the Public Employees Retirement System 1 (PERS 1) or School Employees Retirement System 2 or 3 (SERS 2 or 3).

ARTICLE XXIV – BEREAVEMENT OR FAMILY ILLNESS LEAVE

Section 24.1 – Bereavement Immediate Family

An employee who is absent on account of death of an immediate member of the family (parent, parent-in-law, brother or brother-in-law, sister or sister-in-law, spouse, child or child's spouse, grandparent, grandchild, or member of the family living or significant other living in the employee's household) may be granted up to five (5) days' leave without loss of pay for each such bereavement.

Section 24.2 – Bereavement Other than Immediate Family

Cases involving other than immediate family in application of the above listed policy (for instance extended family in-laws) shall be considered on request to the Superintendent or his/her designated representative. Notice will be provided to the immediate supervisor and payroll. Refer to Section 26.1; 21.1; and 26.3

Section 24.3 – Family Illness Leave

A. Consistent with the Family and Medical Leave Act of 1993 (the "Federal Act") up to 12 weeks of leave during any 12-month period may be used for illness or injury to a member of an employee's immediate family of such a nature that the employee's presence is considered necessary and justifiable.

B. Such leave will be at full pay provided the employee has temporary disability leave available.
C. Employees may also be eligible for state paid family medical leave which is administered by the state Employment Security Department.

Section 24.4 – Additional Days

Additional time with or without pay for circumstances outlined above may be granted upon application for additional leave to the superintendent and/or designee. Request for additional time must be made within 10 days after returning to duty.

ARTICLE XXV – MILITARY LEAVE

Section 25.1 – Active Duty

An employee who is ordered or who volunteers for active duty in the armed services of the United States will be granted leave without pay in accordance with law, including the Uniformed Services Employment and Reemployment Rights Act (USERRA). The employee's position will be posted as a leave replacement position. Following release from military service, the employee will be reinstated to employment status consistent with legal requirements, including USERRA.

Section 25.2 – Training Time

An employee who is called to active training duty in the Armed Forces Reserve will be granted military leave of absence at normal pay for a period not exceeding twenty-one (21) days during such federal fiscal year (October 1 to September 30), provided that any such reservist shall present evidence to the District that s/he has made all reasonable efforts to arrange for such active training duty during the summer months or other District vacation periods. Such evidence should include correspondence which indicates an effort was made to arrange for training during nonstudent days.

ARTICLE XXVI – EMERGENCY LEAVE/OCCUPATIONAL LEAVE/PERSONAL LEAVE

Section 26.1 – Emergency Leave

Emergency leave shall be available to classified employees for hardships or other pressing needs and shall be granted in situations which cannot be dealt with outside of working hours and require the individual to absent him/herself from his/her duties. Approved emergency leave shall be deducted from accumulated Temporary Disability Leave.

Application may be made by an acceptable intermediary to the Superintendent or designated representative. (This option generally may be used for personal private matters of an emergent nature.)

When the need for emergency leave is known in advance, the employee seeking such leave shall complete application and approval at least 72 hours before the date of requested leave. Where knowledge of the need is less than 72 hours before the date of the requested leave, the employee seeking the leave will complete application and approval with as much notice as possible. Failure to comply with these time provisions may be grounds for denial of leave.

Emergency leave shall be granted, but will not be paid, to employees for court appearance for violation of a penal statute or ordinance committed by or with the knowledge or consent of the employee or where such court appearance or hearing involved a suit brought against the District by the employee.

Section 26.2 – Occupational Leave

A. A regular employee shall be granted up to one (1) day of occupational leave per year. Occupational leave will be granted only when an individual is unable to take advantage of an opportunity for occupational growth on non-work time.

B. Such leave will be non-accumulative, shall not extend any other leaves, and shall not be used for recreation, leisure, or vacation.

C. Application for such leave must be made through the immediate supervisor at least forty-eight (48) hours in advance and must be approved by the superintendent or designee.

Section 26.3 – Personal Leave

All employees shall have two (2)-personal leave days with pay per year. Up to two (2) District paid Personal Leave days may carry over to the following year. Any unused personal leave may be cashed out after August 31 each year at 62% of the employee's wage.

Personal leave days are to be used for personal, business, household, or family matters which require absence during work hours. Personal leave will be submitted three days in advance if possible. A good faith effort will be made to secure a substitute.

For food service, operations, and transportation departments, a Classified Staff Personal Leave Request Form must be filed with the immediate supervisor prior to the leave being taken. Personal leave requests will be granted on a first-requested, first-served basis. Such leave must be approved by the supervisor prior to being taken, such approval dependent only on the availability of substitutes.

If an employee does not have enough personal leave available at the time of a previously approved leave, the employee must re-apply to take leave in an unpaid status. If the leave is denied, a review can be requested of Employee Services.

ARTICLE XXVII – JURY DUTY AND COURT APPEARANCE

Paid leave of absence shall be authorized for jury duty or under subpoena as a disinterested witness in court.

An employee who has been notified that s/he is to appear for jury duty or has received such a subpoena will, as soon as practical after receiving such notification or subpoena, inform his/her supervisor of the date and hour s/he is to appear.

If an employee has been notified that s/he is to appear for jury duty or has received such a subpoena and such notice or subpoena is rescinded before so appearing, s/he will immediately notify his/her supervisor and report for work as directed.

An employee who has to appear or serve for such witness or jury duty, and who is released from such duty on or before the noon recess, will immediately report such release to his/her supervisor and, if his/her services are requested, will report for assignment within reasonable time (that same day).

ARTICLE XXVIII – MEDICAL/DENTAL/VISION COVERAGE

Section 28.1 – Medical

Medical care insurance coverage will be provided for employees and their legal dependents. The District shall provide the maximum amount per month funded by the state per eligible employee toward the payment of medical, dental, and vision insurance premiums. The state allocation includes the full cost of the HCA carve-out/retiree subsidy. To be eligible for medical insurance coverage, an employee's posted hours shall be at least six hundred thirty (630) hours per year or the number of hours designated by the state.

The state/District contribution for medical benefits and retiree subsidy will be communicated to employees each year.

Section 28.2 – Dental

Dental care insurance coverage will be provided for employees and their legal dependents. The District shall provide the maximum amount per month funded by the state per eligible employee toward the payment of medical, dental, and vision insurance premiums. An employee must work in a job which is scheduled to include six hundred thiry (630) annual hours or the number of hours designated by the state to be eligible.

Section 28.3 – Vision

Vision care insurance coverage will be provided for employees and their legal dependents. The District shall provide the maximum amount per month funded by the state per eligible employee toward the payment of medical, dental, and vision insurance premiums. An employee must work in a job which is scheduled to include 630 (630) annual hours or the number of hours designated by the state to be eligible.

Section 28.4 – Labor & Industries Worker's Compensation Claims

For employees who are disabled due to a job-related illness or injury and who qualify for and are receiving time loss payments under Title 51 RCW, the District will continue to provide the medical, dental, and vision coverage as is provided in Article XXVIII and as the employee was regularly receiving prior to the disability. Such coverage will extend for a maximum of one year from the date of disability.

ARTICLE XXIX – BUS DRIVERS

Section 29.1 – Definitions

Activity trips are all runs connected with field trips, music, sports, extracurricular, performing arts, and extended learning, but does not include regular or supplemental runs."

Base regular hours means a bus driver's base for determining regular hours shall be the composite hours of their regular a.m. and p.m. routes.

Bidding is the act of placing one's signature on a posting to indicate his/her desire and availability to perform a department opening. The senior employee, if qualified, shall fill the opening.

Emergency is a situation that has been suddenly precipitated or is of such a nature that preplanning could not have occurred.

Extra work is defined as transportation-related work that does not involve transporting students to and from school or during activity trips. An example of extra work is moving empty buses from one point to another. Extra work can occur during regular work hours or outside of work hours and on weekends/school closures.

Leave Replacement is a driver who is hired into a leave-replacement route. When the leave replacement is over, they return to the substitute list but retain their established seniority date, the start date in the leave replacement, for one (1) year.

Qualifications are regular bus driver qualifications and completion of the special education driver training course. This training will be provided by the Transportation Department and will be made available to all drivers.

Regular bus driver is a driver who has bid into a regular route. Regular drivers include drivers who currently are in a leave replacement or who still retain a seniority date from holding a leave replacement route.

Regular runs are a driver's to-and-from school runs at the beginning and ending of the school day (a.m. and p.m.)

Scheduled early dismissal is "a situation where some schools have arranged to be dismissed before the end of the regular school day.

Substitute driver is a driver who fills routes on an intermittent basis.

Supplemental runs are runs requiring at least one hour per week for a fixed period of time and include, but are not limited to, therapy, swim, and preschool runs.

Section 29.2.1 – Bus Drivers – Events

Bus drivers shall receive a minimum of two (2) hours regular pay for each event they drive, unless consecutive events (no longer than 30 minutes layover) result in two or more hours of work.

All regular basic education "west-of-town" runs shall be of a three- (3) hour minimum duration.

When a driver asks for the supplemental run off, the supplemental run shall be given to a regular driver on a rotation list by seniority. When a driver is going to be gone for the supplemental run and either the a.m. or p.m. run, the supplemental run shall be given to a regular driver and the a.m. or p.m. run may be given to a substitute driver.

Section 29.2.2 – Annual Route Bidding Procedure

All routes will be open for bid three (3) consecutive days during the last five (5) consecutive work days in September. The dates of the bid will be announced by September 1 each year. The hours chosen on the bid days will become each driver's employment authorization time.

Drivers not available during the open bid are responsible for notifying Transportation prior to bid to view routes and make their priority selections according to seniority. Drivers will be awarded routes according to seniority and the order of their selections on routes still available. Due to the fluctuations of students and programs at the beginning of the school year, all special education routes will be posted and bid at eight (8) hours; exceptions are

special education routes that did not have an employment authorization of eight (8) hours at the end of the prior school year and all new special education routes. An effort will be made to adjust all routes to reflect actual route time within sixty (60) days of the start of the school year.

If fluctuations of students and programs occur at or after bid that cause an eight (8) hour route to not have eight (8) hours of drive time, available runs not covered by another route (driver) will first be assigned to the drivers on eight (8) hour routes who need their eight (8) hours filled, where efficient, before being assigned to other drivers; otherwise, the driver will have the right to bump as set forth below.

Any driver's posted hours that increases by more than thirty (30) minutes from the day after the annual bid through the end of the school year will be posted and awarded to the senior driver based on who bids on those hours. All or part of the posted hours will be awarded to the senior driver. These will be Transportation Department postings only and will be posted for three (3) working days.

Should a driver's posted hours be decreased fifteen (15) minutes or more per day, the driver will have the right to bump anywhere his/her seniority takes them.

Drivers with a change in routes will be allowed to drive their new routes (with pay) to become acquainted with them. Any routes requiring more than two (2) hours of practice run time must have prior approval from the manager.

Section 29.2.3 - Summer Routes:

Drivers who want to work summer school routes must sign up before the last Friday in May.

Summer routes will be built, bid and awarded according to Section 29.2.2.

If summer routes increase or decrease by thirty (30) minutes or more for at least five (5) days, the route will be rebid on by seniority within one workday.

Summer route vacancy calling will happen each morning and the dispatcher will move on to the next person by seniority if a driver does not answer. Only one telephone number per driver will be called. It is the driver's responsibility to keep the current phone number up to date.

The dispatcher will be responsible for making work assignments and notifying substitutes.

Section 29.3 – Activity Trips

All regular drivers shall have the opportunity to bid on activity trips. Activity trips will first be offered to regular drivers, then substitute drivers on a rotation basis.

Trips will be awarded according to the following process:

1. Regular drivers who are interested in a trip shall sign up on the trip board by 5 p.m. two (2) days prior to the scheduled trip. Regular drivers include drivers who currently are in a leave replacement or who still retain a seniority date from holding a leave replacement route.
2. The trip will be awarded to the senior driver whose regular hours and trip route hours do not exceed 8 hours.
3. If the trip puts a driver into overtime, the trip will be awarded to the senior driver with the least amount of accumulated overtime as per the daily overtime report.

4. If no regular driver signs up for a trip, the trip will be awarded to a substitute driver from the 'substitute' list on a rotation list.
5. Trips will be posted prior to 10 a.m. on Wednesdays and assigned no later than 10 a.m. the work day prior to the scheduled trip.

The dispatcher will relieve drivers of a portion of their regular routes whenever a trip's scheduled departure time interferes with the regular route's scheduled time.

Layover time on activity trips shall be paid at the regular bus driver's hourly rate. Overtime for layover hours will be paid at one and one-half (1 ½) times the regular rate.

Drivers shall be allowed to use District transportation in order to have their meals at a facility of their choice so long as the facility is within a two-mile (2-mile) radius of the event or the closest facility.

Section 29.3.1 – Trips Posting Procedures and Rules

Activity trips will be posted on Wednesdays for the coming week.

All trips that are received by the transportation office after Wednesday for the coming week will be posted the day they are received.

Regular Postings – Trips must be posted for at least two (2) days prior to the departure day. All postings will close at 5 p.m. the night before they are to be assigned.

Drivers must personally make their selection and place their name on the posted trip assignment board; no call-ins or signing up for other drivers is allowed. Current trip posting practices by drivers will be followed: Yes or No, first, second, third choices, annual check mark. Each bus driver will be given a one-time opportunity per work year, August 1 through July 31, to use his/her seniority to take any activity trip regardless of accumulated overtime. Check mark and emergency trip numbers will be recorded on the overtime sheet.

Trips will be assigned by 10 a.m.

Cumulative overtime hours will be posted daily (each a.m.) with regular and substitute driver overtime hours.

When calculating accumulated overtime, the following will be excluded from that calculation:

1. any overtime worked due to the three (3) required certified bus driver meetings
2. any overtime worked due to District-directed in-service training
3. any overtime worked due to first aid training
4. any overtime worked due to a bus accident
5. any overtime worked due to attendance at the bus driver meetings as identified in Section 29.4
6. any overtime worked outside the Transportation job classification as defined in Section 1.4

All drivers who receive less than one (1) hours' notice of cancellation of an activity run shall receive two (2) hours' pay at their regular rate. If a trip is cancelled, the dispatcher will notify the assigned driver.

All activity trips during school breaks, except summer, shall be posted and awarded prior to, or by, the last scheduled regular calendar workday before the break.

Summer trips for the following week will be posted by Tuesday and awarded on the last workday of the week prior to the trip.

Section 29.3.2 – Emergency Trips

Emergency trips are those received too late to be posted for two (2) days.

Emergency trips will be announced over the radio and will be awarded to the senior driver who calls in with the least amount of trips recorded on their emergency trip sheet. If no regular driver calls in, the trip will be assigned to a substitute.

Section 29.3.3 – Overnight Trips

Overnight trips shall be paid at a minimum of eight (8) hours and to a maximum of 15 scheduled itinerary hours per DOT. An overnight trip is one that requires lodging of the driver. If the trip requires the driver to be on the clock into the next day as defined in 15.1.A, it shall be considered a continuation of the previous day. Drivers shall be reimbursed for meals and lodging.

With student safety and bus driver rest a paramount interest, during an overnight activity trip in a situation where an extended time exists between a driver's motel/hotel check-out time and student pick-up time, extended motel/hotel check-outs times will be authorized on the trip itinerary.

In the case where an extended motel/hotel check-out time is not authorized on the itinerary, but the driver feels that the activity trip conditions warrant an extended check-out time, that driver should contact the Transportation Department to discuss their concerns prior to departure.

In the event the schedule changes while on the trip, and the change would cause the driver to be on the bus an extended amount of time, waiting on student pick up, the driver should contact the Transportation Department about an extended motel/hotel check-out time.

Section 29.3.4 – Mid-Day Supplemental Runs

Mid-Day Supplemental runs will be assigned in the following order:

1) To the driver from the list of drivers who call in, when assigned to them does not cause the employee to go into overtime. *
2) To the driver from the list of drivers who call in, when assigned to them causes the least amount of overtime.
3) In the event no regular driver volunteers for a mid-day supplemental run, the run may be assigned to a substitute driver.

A revolving rotation list, based on seniority, will be used to assign mid-day supplemental runs.

Mid-day special education supplemental runs will only be assigned to special education trained drivers.

Drivers who need to take their middays off must follow Department / District procedures for utilizing paid or requesting unpaid leave.

*Drivers, when calling in for a mid-day supplemental run should indicate to dispatch whether the additional work will put them into overtime status.

When an assigned driver is absent for the whole day, the driver's full run (hours) will be given to the substitute driver. When a driver asks for the midday run off, the midday run shall be given to a regular driver on a rotation list by seniority. When a driver is going to be gone for the midday run and either the a.m. or p.m. run, the midday run shall be given to a regular driver and the a.m. or p.m. run may be given to a substitute driver.

Section 29.3.5 – Extra Work

Non-Immediate Extra Work:

- Employees who desire non-immediate extra work will enter their names on a sign-up list.
- Non-immediate extra work will be assigned from the sign-up list, by seniority on a rotating basis.
- To be assigned, the extra work must fall outside of a driver's route.

Immediate Extra Work:

- When there is a need for immediate extra work, work will be assigned to drivers who call in when announced; however, if the extra work requires an immediate response, the extra work will be assigned to available drivers in the breakroom by seniority.
- To be assigned, the extra work must fall outside of a driver's route.

Extra work will be assigned to regular drivers before assigning to substitutes.

Section 29.4 –Driver Meetings

Scheduled driver meetings will have content and/or activities of at least one (1) hour. Drivers who attend scheduled driver meetings that are held outside of drivers' scheduled hours will be compensated for a minimum of one (1) hour and are expected to participate for the full hour. If the scheduled meeting exceeds one (1) hour, drivers will be compensated for the actual meeting time. If a driver chooses to attend either less than one (1) hour or less than the total meeting time, he/she will be compensated only for the time he/she attended the meeting. This applies to scheduled driver meetings and is not applicable to occasional meetings that are called to address transportation issues that require immediate attention that may extend an employee's work day. Such occasional situational meetings will be compensated as time worked.

Section 29.5 – Pre& Post-trip Duties

Each a.m. and p.m. run shall consist of one fifteen-minute (15-minute) a.m. pre-trip and one ten-minute (10-minute) p.m. pre-trip plus thirty (30) minutes of cleanup per day consisting of a.m. post-trip fifteen (15) minutes and p.m. post-trip fifteen (15) minutes. Routes that have layovers of fifteen (15) minutes or greater duration shall utilize layover time as additional cleanup time.

Section 29.6 Substitute Bus Drivers

Previous "regular" school bus drivers who either reduce from a regular position to sub, or come from another district to be a substitute, with at least 5 years' experience as a school bus driver, will be placed on the 5-year step and not advance past that step as a substitute. This step will also be available to any substitute bus driver who substitutes for 20 or more consecutive years for the District

ARTICLE XXX – GRIEVANCE PROCEDURE

Section 30.1 – Purpose

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

Section 30.2 – Definitions

A *grievant* shall mean "an employee having a grievance," or, in connection with union rights, "the Union (Service Employees Union, Local 925)." A *grievance* shall mean "an allegation by a grievant that a dispute or disagreement exists involving the interpretation or application of the terms of this Agreement." *Days* shall mean "weekdays-Monday through Friday-when offices are open." *Grievance form* means "the printed forms utilized to process a grievance."

Section 30.3 – Consolidation of Grievances

In connection with grievances by multiple grievants dealing with the same issue and the same administrator, the grievances shall be consolidated for proceedings at Level One. For grievances by multiple grievants dealing with the same issue, but different administrators, they shall be consolidated at Level One for the same administrators, and at Level Two for further proceedings.

In matters dealing with alleged violations of union rights the grievances shall be initiated at Level Two.

Section 30.4 – Rights to Representation

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

Section 30.5 – Time Limitation

Formal filing of a grievance, as hereinafter set forth, shall be initiated by the employee in writing within thirty (30) days of the occurrence of the action which is the basis of the controversy or within thirty (30) days of the time when the grievant could have been expected to have learned of the occurrence, or the grievance will be deemed waived. If the stipulated time limits are not met by the District at one level, the grievant shall have the right to appeal the grievance to the next level of the procedure. If the stipulated time limits are not met by the grievant, the grievance shall be deemed waived.

Section 30.6 – Procedure

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

It is expected that employees and supervisors will be able to discuss differences in a setting which provides for open communications and reflect an understanding of the individual's concerns, job responsibilities, and the best interests of the District. Informal discussions between the employee and supervisor should take place before a formal grievance is filed.

1. **Level One**

   If a grievance is not settled after informally discussing it with the immediate supervisor, the employee may file the grievance in writing (Form A) with the immediate supervisor within thirty (30) days. The grievance shall cite the specific Article and Section of the Agreement that has been violated and the remedy sought.

   The immediate supervisor will arrange for a meeting to take place within six (6) days after receipt of the grievance. The supervisor shall provide the grievant and the Union with an answer to the grievance, together with the reason(s) for the decision, within six (6) days after the meeting.

2. **Level Two**

   If the grievance is not settled at Level One, then the grievance may be referred in writing by the employee and the Union (Form B) to the Superintendent or designee within ten (10) days after the grievant receives the supervisor's answer at Level One. The written grievance shall give a clear and concise statement of the alleged grievance, including the facts on which the grievance is based, reference to the specific terms of the Agreement that have been violated, the issues involved, and the remedy sought. The Superintendent or designee shall arrange for a meeting with the grievant to take place within seven (7) days after receiving the notice of appeal. The Superintendent or designee will have seven (7) days to provide a written decision, together with the reasons for the decision to the Union and the grievant.

3. **Voluntary Mediation**

   Mediation - Upon mutual agreement, the District and the Union may use mediation services of the Public Employment Relations Commission (PERC) to assist in resolving disagreements when circumstances warrant, before proceeding to binding arbitration. Such agreement or disagreement shall have no effect on the consideration or result of a grievance review and/or arbitration decision. Timelines for binding arbitration shall be suspended pending the outcome of mediation.

Section 30.7 – Binding Arbitration

1. The provisions of binding arbitration shall apply only to controversies brought by the Union against the District regarding the true intent and meaning of any provisions of this Agreement or regarding a claim that a commitment made in this Agreement has not been honored.

2. If the grievance is not settled at Level Two or Voluntary Mediation, the Union may submit it (Form D) to Binding Arbitration. This shall be done within thirty (30) days after the conclusion of the voluntary mediation step or thirty (30) days after either party declines voluntary mediation. Within ten (10) days following the receipt of any such request, the Board of Directors or its designee and the Union shall each appoint a representative. Within five (5) days following the appointment of such representatives they shall jointly appoint a hearing officer. In the event an arbiter is not agreed upon, the parties shall jointly request the services of the American Arbitration Association. The arbiter shall be selected by the AAA in accordance with its rules, which shall likewise govern the arbitration proceeding.

Within ten (10) days following the selection of a hearing officer, a hearing shall be scheduled. Both parties shall be notified in writing of the date, time, and place of such hearing at least three (3) days prior to the date established for the hearing.

The hearing officer shall preside at the hearing.

The hearing officer shall limit him/herself to the issues submitted involving the grievance and shall consider nothing else. S/he shall have no authority to add to, subtract from, or change the Agreement between the parties, but shall be permitted to rule on the arbitrability of the issues raised by the parties.

The decision of the hearing officer shall be binding on both parties.

3. **Costs**

The cost of the arbitration shall be shared fully by the parties, provided however, the hearing officer may award fees and costs to the prevailing party.

Section 30.8 – Exceptions to Binding Arbitration

The following grievances will not be covered in Section 30.7, so the decisions reached at Level Two or Voluntary Mediation shall be final.

1. Rights of the District as defined in Article II of this Agreement.
2. Any problems for which a specific remedy is provided for by law.

Section 30.9 – No Reprisals or Harassment

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

ARTICLE XXXI – PRINTING AND DISTRIBUTING THE WORKING AGREEMENT

Within thirty (30) workdays following the ratification and signing of the Agreement, the District will make the contract available to all employees and administrators on the District website and provide an electronic version of the contract to the Union. The District and the Union will be responsible for printing whatever number of copies each party feels is sufficient for its own purposes at its own expense.

ARTICLE XXXII – EXPENSE TREATMENT

Section 32.1 – Meals and Travel for District Business

Employees will be allowed reimbursed consistent with District per diem policy for a meal if called out to work in an emergency that disrupts their normal mealtime or when such notice is given one hour or less before work is to begin and the employee is required to work four (4) or more consecutive hours.

Employees who travel on assigned District business will be compensated for travel expenses per District policy and regulations.

Section 32.2 – Clothing Allowance

When approved by the supervisor, the employer will provide required safety equipment, clothing or footwear (other than reinforced toed boots). When approved, laundry service will be provided on a once-a-week basis. If District-provided safety equipment, clothing or footwear become unserviceable, the employee will contact his/her supervisor for replacement.

The District will provide an allotment of up to $125 for the purchase of a pair of district-approved reinforced toed work boots annually for individuals working in the job classifications listed below:

Painter	Carpenter
Bus Shop Coordinator	Electrician
Auto/Diesel Technician	Plumber
	Boiler Technician
	Grounds (including stadium)
	Equipment Operator
	HVAC Technician

The District will provide an annual allotment of up to $30 for the purchase of slip-proof shoes for operations staff assigned to work in the pool on a regular basis.

ARTICLE XXXIII – EMPLOYEE PROTECTION

Section 33.1 – Employee Protection

1. Introduction

   The staff protection provisions in this agreement reflects District support of its employees in the event they are threatened, injured, or legal action is brought against them in the performance of their assigned duties. Coverage will be provided through and within the limits of District insurance policies.

2. Applicability

   The protection applies to employee's actions during the performance of their assigned work duties.

3. Procedures
   a. Employees who are threatened, injured, have had legal action brought against them, or have reason to believe that legal action will be brought against them relating to their assignment shall notify as soon as possible his/her site administrator or, if he/she is not available, a District administrator. Steps shall be taken in cooperation with the employee and law enforcement officials to provide reasonable safety protection.

   b. The employee shall submit a written report to the site administrator within one (1) workday after the incident, unless there are extenuating circumstances.

   c. The employee will, within two (2) workdays, unless there are extenuating circumstances, deliver the original copy of any summons, complaint, or other legal papers to his/her site administrator.

d. If appropriate, the site administrator informed of the incident shall notify as soon as possible the Executive Director of Employee Services or in person so he/she can contact the appropriate individual.

e. If appropriate, the site administrator shall submit a written report to the Executive Director of Employee Services within two (2) workdays after the incident.

Section 33.2 – Insurance Coverage

District insurance coverage shall be in accordance with RCW 28A.400.370, Mandatory Insurance Protection for Employees; RCW 28A.320.100, Defense, Costs, Fees; and RCW 28A.320.060, Insurance to Protect and Hold Personally Harmless.

Section 33.3 – Administering/Dispensing Medication

No employee shall be requested or required to dispense or administer medication unless in accordance with the most recently updated Washington State Law.

Section 33.4 – Reporting Alleged Child Abuse

The District shall protect employees when reporting alleged child abuse per District Policy and Regulations 3421 and Washington State Law.

Section 33.5 – Control of Students

The Employer shall support and assist employees with respect to the supervision and control of students, public, and/or other staff while employed by the Longview School District on Longview School District property.

Section 33.6 – Safe Working Conditions

A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
B. To the extent possible by job assignment, building design, and available District resources, employees shall be provided a work area with adequate space, heating, ventilation, and lighting in which to work.
C. Bus Drivers: The District will ensure that bus safety procedures are followed, consistent with District policies and the drivers' handbook. The District will support drivers with student management strategies training during paid professional development. The District's representatives will support drivers in responding appropriately when students cause a breach of safety.

Section 33.7 – Sexual Harassment

Sexual harassment occurs when a supervisor or a co-worker makes unwelcome verbal or physical sexual advances to an individual which either interferes with an individual's work performance or creates an intimidating or offensive work environment or which becomes a basis for employment decisions regarding that individual. Any and all acts of sexual harassment will be reported immediately to supervisory personnel.

See Board Policy for additional information regarding sexual harassment and employee rights and responsibilities.

ARTICLE XXXIV – BOOSTER TICKETS

The District will make available to bargaining unit members a booster ticket which will admit them to all Longview high school athletic extra-curricular activities for the current year. The ticket excludes admission to tournaments and playoffs. Employee tickets shall be at no cost to the employee and may be obtained at any secondary school during regular work hours.

The employee may purchase a second adult ticket at a price of ten dollars ($10). Tickets may be purchased at any secondary school during regular school hours.

The adult ticket will admit dependent children who are still in grade school accompanied by at least one parent. The ticket is nontransferable.

ARTICLE XXXV – DISTRICT COMMITTEE WORK

When required by the District, instead of as an assigned Union representative, to serve on District committees outside of normal work time, the employee shall be compensated at his/her rate of pay.

ARTICLE XXXVI – PARAEDUCATOR POSITIONS REQUIRING SECOND LANGUAGE

Paraeducator positions that require a second language shall be classified as high needs/hard-to-fill.

ARTICLE XXXVII – MODIFICATION AND DURATION OF AGREEMENT

Section 35.1 – Modification

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

Section 35.2 – Duration of Agreement

This Agreement shall become effective September 1, 2025, and shall continue in effect until August 31, 2027. The content of this Agreement shall not be altered orally and constitutes the entire Agreement between the parties concluding collective bargaining for its term.

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

Negotiations between the parties on a successor Agreement shall begin at least sixty (60) days prior to the Agreement expiration date.

_____	_____
Shawn Nyman, SEIU Representative	Dr. Karen Cloninger, Superintendent
_____	_____
Date	Date

SEIU Salary Schedule
2025-2026

2025-26 2.5% IPD+ 1% = 3.5%; Beginning October 1, 2025 add Paraeducator Tier 2

Position	1-2	3-4	5-9	10-14	15-19	20-24	25+
10 Paraeducator Tier 1	20.83	21.96	23.13	23.83	24.54	25.27	26.03
10.5 Paraeducator Tier 2 (NEW 2025-26)	21.74	22.91	24.13	24.85	25.59	26.35	27.14
11 High Needs SPED Paraeducator Tier 3	22.63	23.87	25.12	25.86	26.63	27.42	28.23
12 Liaison w/o BA	22.52	23.77	25.03	25.78	26.55	27.34	28.17
13 Liason w/BA	25.64	27.07	28.49	29.35	30.23	31.14	32.07
14 Certified Support (Interpreter, COTA, PTA, SLPA, Braillist, LPN)	31.32	33.07	34.81	35.84	36.92	38.03	39.16
15 Direct Services Coordinator w/BA	38.66	40.18	41.18	42.44	43.71	45.01	46.37
16 Direct Services Coordinator w/MA	46.34	47.89	48.91	50.37	51.88	53.45	55.05
17 Accompanist	27.40	28.90	30.44	31.34	32.28	33.24	34.25
20 Food Service Coordinator	27.89	28.31	28.60	29.45	30.33	31.24	32.18
21 Central Kitchen Supervisor	25.12	25.51	25.75	26.53	27.32	28.14	28.99
22 Secondary Supervisor	24.25	24.61	24.86	25.60	26.37	27.16	27.98
23 Production (Baker, Cook, Salad Maker)	22.48	22.81	23.03	23.71	24.43	25.16	25.92
24 Production Assistant (Assistant Baker, Assistant Cook, Assistant Salad Maker, Packager/Checker)	21.58	21.91	22.12	22.79	23.47	24.18	24.90
25 Elementary Server	20.25	20.59	20.77	21.40	22.05	22.71	23.39
26 Kitchen Helper	19.45	19.75	19.95	20.54	21.17	21.80	22.45
30 Warehouse Coordinator	30.95	31.41	31.71	32.65	33.63	34.64	35.68
31 Driver/Storekeeper	27.87	28.29	28.56	29.41	30.29	31.21	32.14
40 Technology Coordinator	46.82	47.53	47.97	49.40	50.88	52.40	53.98
41 Technology Specialist	42.17	42.81	43.23	44.53	45.86	47.24	48.66
42 Technology Assistant	22.99	23.30	23.56	24.28	25.01	25.75	26.53
50 Copy Center Operator I	30.65	31.10	31.40	32.34	33.31	34.31	35.33
51 Copy Center Operator II	28.27	28.71	28.98	29.85	30.75	31.67	32.62
52 Copy Center Operator III	23.65	24.01	24.24	24.96	25.72	26.49	27.28
60 Maintenance Coordinator	39.96	40.55	40.97	42.18	43.45	44.75	46.09
61 HVAC	38.31	38.88	39.26	40.44	41.66	42.90	44.19
62 Journey Maintenance (Boiler Tech., Carpenter, Elec., Plumber, Roofer, Painter)	36.04	36.56	36.93	38.04	39.17	40.35	41.57
63 Maintenance Technician	32.25	32.73	33.06	34.03	35.06	36.10	37.19
64 Groundsperson / Operator	29.51	29.93	30.22	31.13	32.07	33.04	34.02
65 Athletic Field Maintenance Person	30.88	31.35	31.67	32.61	33.60	34.60	35.64
66 Laborer	18.52	18.80	18.96	19.53	20.12	20.72	21.35
70 Operations Coordinator	35.79	36.33	36.68	37.79	38.92	40.09	41.29
71 BMP HS	32.25	32.73	33.06	34.03	35.06	36.10	37.19
72 BMP MS	28.57	29.02	29.29	30.16	31.07	32.00	32.95
73 BMP Elementary	26.98	27.39	27.63	28.47	29.32	30.20	31.11
74 Lead MM Pool	26.97	27.38	27.62	28.46	29.31	30.19	31.09
75 Lead HS	26.48	26.87	27.13	27.95	28.78	29.64	30.53
76 Lead MS	26.03	26.39	26.67	27.48	28.31	29.16	30.03
77 Custodian	24.39	24.73	25.00	25.74	26.52	27.31	28.13
80 Transportation Coordinator	39.96	40.55	40.97	42.18	43.45	44.75	46.09
81 Journey Trans Technician	36.04	36.56	36.93	38.04	39.17	40.35	41.57
82 Trainer Dispatcher	32.79	33.29	33.61	34.62	35.66	36.72	37.83
83 Bus Driver	26.89	28.36	29.86	30.77	31.69	32.64	33.62
90 Campus Security	19.99	22.15	24.26	25.00	25.74	26.52	27.31

Effective September 1, 2022, all employees who were hired between September 1 and December 31 will be credited for their first year of experience September 1 of the next September and another year each subsequent September 1 that they work for the District. An additional 11% of an employee's rate of pay will be paid during the time occasional or regular coordinator duties are performed.

GRIEVANCE FORM A

FORMAL GRIEVANCE PRESENTATION (LEVEL ONE)

(To be completed by employee or the Union and submitted to his/her immediate supervisor or other appropriate administrator before proceeding to the superintendent or designee.)

EMPLOYEE _____ DATE OF FORMAL PRESENTATION _____

UNION PRESIDENT
OR DESIGNEE _____

WORK LOCATION _____ SUPERVISOR _____

STATEMENT OF GRIEVANCE (Please include: Facts on which the grievance is based, reference to the specific terms of the Agreement which have been violated, issues involved, and the remedy sought.)

_____ _____

Signature of Employee or Union Date

(Disposition of grievance is on the reverse side.)

GRIEVANCE FORM A

Disposition of Level One

The supervisor shall provide the employee and the Union with a written answer to the grievance together with the reasons for the decision within six (6) days after the meeting.

DATE OF DECISION _____ _____

Signature of Supervisor

EMPLOYEE'S RESPONSE:

_____ I accept the above decision of the supervisor (or other administrator).

_____I hereby refer the above decision to Level Two for appeal to the superintendent of schools or designee. Please complete Form B.

DATE OF RESPONSE _____ _____

Signature of Employee

GRIEVANCE FORM B

NOTIFICATION OF APPEAL (LEVEL TWO)

(To be completed by employee and the Union
and submitted to the superintendent or designee.)

EMPLOYEE _____ DATE OF FORMAL PRESENTATION TO IMMEDIATE SUPERVISOR _____

UNION PRESIDENT
OR DESIGNEE _____

WORK LOCATION _____ SUPERVISOR _____

STATEMENT OF GRIEVANCE (Please include: Facts on which the grievance is based, reference to the specific terms of the Agreement which have been violated, issues involved, and the remedy sought.)

_____ _____
Signature of Employee Date

_____ _____
Signature of Union Date

(Disposition of grievance is on the reverse side.)

GRIEVANCE FORM B

Disposition of Level Two

The superintendent or designee shall provide the employee and the Union with a written answer to the grievance together with the reasons for the decision within seven (7) days after the meeting.

DATE OF DECISION _____ _____

Signature of superintendent
or designee

EMPLOYEE'S RESPONSE: (To be completed by employee within six (6) days of the decision.)

_____ Employee and/or Union accept the above decision of the superintendent or designee.

_____ Employee and/or Union hereby appeals, through the Union, to Level Three. Please complete Form C.

DATE OF RESPONSE _____ _____

Signature of Employee

GRIEVANCE FORM C

NOTIFICATION OF INTENT TO MEDIATE

(To be completed by employee and the Union
and submitted to the superintendent or designee.)

EMPLOYEE _____ DATE OF FORMAL PRESENTATION TO IMMEDIATE SUPERVISOR _____

UNION PRESIDENT
OR DESIGNEE _____

WORK LOCATION _____ SUPERVISOR _____

STATEMENT OF GRIEVANCE (Please include: Facts on which the grievance is based, reference to the specific terms of the Agreement which have been violated, issues involved, and the remedy sought.)

_____ _____
Signature of Employee Date

_____ _____
Signature of Union Date

GRIEVANCE FORM D

REQUEST FOR BINDING ARBITRATION

EMPLOYEE _____

DATE OF FORMAL PRESENTATION _____

UNION PRESIDENT OR DESIGNEE _____

DATE REQUEST RECEIVED FOR ARBITRATION _____

_____
Signature of Union President

_____
Date

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