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AGREEMENT

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

WITNESSETH:

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

ARTICLE 1:

Union Recognition and Coverage

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

Section 2. All work to be performed in the jurisdiction of this union shall be performed by members in good standing except for emergencies or other conditions agreed to between the union and the employer. Services provided by the neighborhood youth corps (NYC) or other Federal programs will not reduce the work opportunities of regular employees.

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

ARTICLE 2:

Union Security

Section 1. Employees who are now members of the union shall, as a condition of continued employment, remain members of the union unless specifically excluded from this Agreement. All other employees and all new employees shall, within thirty-one (31) days following execution of this Agreement or their date of employment, whichever is later, become members of the union and shall maintain such membership in good standing of the union as a condition of continued employment.

Section 2. This Agreement safeguards the non-association rights of employees under RCW 41.56.122 (1), who shall pay a like amount in fees and dues each month to a nonreligious charity. Such employees shall certify to the union that this has been done.

Section 3. Upon receipt of written notice from the union that an employee has failed to comply with the requirements as set forth in this Article, the employer shall give each such employee thirty (30) days to comply with these requirements; if such employee still refuses to comply, the employer shall terminate that employee.

ARTICLE 3:

Authorized Deductions

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

Section 2. Upon issuance and transmission of a check to the union, the employer's responsibility shall cease with respect to deductions covered thereby. The union hereby undertakes to indemnify and hold the employer harmless from all claims against it for or on account of any deduction made from the wages of any employee.

ARTICLE 4:

Right of Access, Bulletin Boards

Meetings

Section 1. The business representative for the union shall be permitted access to all properties covered by this Agreement to discharge his/her duties as a representative of the union; provided, however, that no interference with the work of employees shall result and such right of entry shall at all times be subject to general rules applicable to non-employees, and approval from the appropriate administrative or supervisory office be obtained by the business representative before he/she contacts an employee at work.

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

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

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

ARTICLE 5:

Management Rights

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

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

2. Continue its rights of assignment and direction of work to all of its personnel, and hours of work and starting times and scheduling of the foregoing, and the right to establish, modify, or change any work or business or school or days.

3. The right to direct the working force, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and lay off employees.

4. Determine the service, supplies and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operational production, the means, methods, and processes of carrying on the work including contracting out or automation thereof or changes therein; provided, however, that if the employer's production standards are unreasonable, the established representative group shall have recourse to the procedures as provided for within any written agreement.

5. The union recognizes the exclusive right of the district to establish policies, rules, and procedures.

6. The district has the exclusive right to schedule overtime work as required in the manner most advantageous to the district, commensurate with the applicable provisions of this Agreement.

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

7. It is understood by the parties that every duty connected with operations enumerated in job descriptions is not always specifically described, and it is intended that all such duties be performed by the employee.

8. The district reserves the right to discipline and discharge for cause. The district reserves the right to lay off employees who are members of the union.

9. The employer shall retain all rights and authorities to which by law it is entitled.

ARTICLE 6:

Nondiscrimination

Section 1. In accordance with the policies of the employer and the union, it is agreed that there will be no discrimination against any employee or applicant for employment because of his/her race, sex, age, religion, color, ancestry, or political affiliation; provided, however, that such activities shall not interfere with the employer operation, in the administration of the terms of this Agreement, or in hiring.

Section 2. Whenever in this Agreement, the masculine gender is used, it shall be deemed to include the feminine.

Section 3. The employer shall not discriminate against any employee because of his/her membership in the union or for legitimate union activity; provided, however, that such activity shall not be conducted during working hours or be allowed to interfere with the conduct of the employer's operation. Shop Stewards, however, may present grievances during working hours provided they do not interfere with the employer's operations.

ARTICLE 7:

Job Descriptions and Written Evaluations

Section 1. The composite of all current job descriptions shall be maintained by the District as an Addendum to the Agreement. To accommodate changing job descriptions, copies of this Addendum shall be available to employees at each school location.

Section 2. Updated job descriptions shall be reviewed with the union.

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

ARTICLE 8:

Notification of Hiring, Layoffs, Terminations, Promotions, and Vacancies

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

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

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

ARTICLE 9:

New Classifications

Section 1. In the event the employer creates a new job title or substantially alters the contents of an existing job within this bargaining unit, the employer shall notify the business representative of the union of the wage rate and attach a copy of the new job description.

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

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

ARTICLE 10:

Classes of Employees

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

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

Section 3. A temporary employee is one who is employed for a short duration, for whom employment terminates upon completion of the task.

Section 4. A casual employee is one employed on an intermittent basis. Substitutes are considered casual employees.

Section 5. Temporary or casual employees shall not gain seniority or other benefits until they become a regular employee. Temporary or casual employees shall be paid at the probationary rate for the position in which they are employed on a temporary or casual basis.

ARTICLE 11:

Seniority

Section l. Definition.

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

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

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

Section 3. Probationary Employees. There shall be no seniority among probationary employees. New employees shall be considered probationary employees until they have been in the employ of the employer four hundred eighty (480) hours or sixty (60) days, whichever is least. At the end of such period the employee shall acquire seniority from the date hired. Time lost by a probationary employee for personal or health reasons shall not satisfy the time requirements for the required probationary period if the lost time exceeds forty-eight (48) hours or six (6) working days. The retention or termination of a probationary employee during the probationary period shall be at the sole discretion of the district and not subject to the Grievance Procedure. Probationary employees shall receive a wage which is ninety percent (90%) of the Level 1 hourly wage schedule for the appropriate classification during the period of their probation.

Section 4. Transition Wage: An employee who changes to a higher-paying position shall be paid ninety percent (90%) of the position Level 1 hourly wage or their old rate of pay, whichever is greater, for 30 working days. Following the transition period the employee shall be paid the position's regular pay rate per the wage scale.

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

Section 5. Job Vacancies and Promotions. Notice of position vacancies which occur within the Bargaining Unit shall be posted in all district facilities and copies provided both by mail to the union office and by inter school delivery to the unit president or designee.

All job openings within the bargaining unit shall be posted for a period of five (5) working days before such openings are filled and prior to notifying any outside people or prior to any outside advertising.

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

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

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

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

Any position that may become available due to the absence of a regular employee for a period of more than thirty (30) working days shall be posted as a temporary assignment. Upon return of the regular employee, the employee filling the temporary assignment will return to his/her former position.

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

For notification of job openings during the summer months, employees may sign a district list in the Personnel Office the last month before school is out. Job postings shall be mailed to employees on the list.

Section 6. Lay-off and Recall. In the event the employer determines that the work force must be reduced, employees will be selected for lay-off in reverse order of seniority within the classifications of eliminated positions. ***When considering such lay-offs, the District shall meet with the union in a timely manner. The District provides the union with the lay-off list of employees as soon as possible. Notification to employees is by the District.***

Employees who are being laid off within their classifications and who have worked successfully in another classification, or who ~~have the qualifications~~ ***can demonstrate the necessary skills and abilities*** to work in another classification, may "bump" into the lower classification. An employee will be permitted to bump into a lower-paying classification only. An employee desiring to bump into a lower-paying classification may do so provided he ~~has~~ ***can demonstrate*** the necessary ~~qualifications~~ ***skills and abilities*** and has greater district seniority than the employee being bumped. An employee who bumps into a different job classification ~~will be placed on probationary status under the provisions of Article 11, Section 3~~, ***shall have a thirty (30) calendar day qualifying trial period to demonstrate a satisfactory job performance. After thirty (30) days if the District determines the employee's performance to be unsuccessful in that position, the employee is placed on lay-off and where timelines allow, is placed on the lay-off list for possible recall to other positions. Employees bumped into new positions shall*** ~~except that he will~~ receive 100% of the ~~wage stipulated~~ ***wages*** for that classification.

In the event that two or more employees seek placement in the same position through the bumping process, the employee with the greatest district seniority ~~will be granted the probationary opportunity~~ shall prevail. ***Laid-off employees are placed on a District recall list for eighteen (18) months.***

It shall be the responsibility of the employees laid-off to keep the district advised of their current address. A laid-off employee must return to work within fourteen (14) calendar days after receipt of written notice from the District that a job is available; except that ***while on the lay-off list, employees who formerly worked more than four (4) hours per day may refuse a call back one (1) time to a position of four (4) hours or more and may refuse a call back anytime to a position of less than four (4) hours. Employees who formerly worked four (4) hours or less may refuse a call back offer only one (1) time.***

Section 7. Seniority Broken. An employee's seniority shall be broken so that no prior period of employment shall be counted and seniority shall cease upon: Justifiable discharge; voluntary termination; lay-off or leave of absence exceeding twelve (12) months; failure of an employee to work upon recall from an indefinite lay-off.

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

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

ARTICLE 12:

Hours and Overtime

Section 1. Definition of Terms.

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

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

C. "Overtime" shall mean one and one half (1 1/2) the straight-time rate and shall be computed to the nearest fifteen (15) minute interval. If the employee works less than one half (1/2) the fifteen (15) minute interval, he shall receive no pay for that time.

Section 2. Overtime Payment. Eight (8) hours shall constitute a work day for all employees. Time worked in excess of eight (8) hours in a day shall constitute overtime and shall be paid for at the overtime rate.

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

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

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

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

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

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

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

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

Section 9. Appearance in Court. When an employee is required by the employer to appear in court or before any attorney at law for the purpose of testifying, the employee shall be reimbursed in full for all costs incurred because of time lost because of his appearance.

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

Section 11. Any employee who works at least a ten (10) hour continuous shift shall be reimbursed in full for a meal not to exceed four dollars ($4.00) and said reimbursement shall be upon receipt only.

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

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

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

Section 15. Temporary and Substitute Opportunities, Regular Employees.
Regular employees will be considered for temporary and substitute positions provided the employee is reasonably able to perform the work and there is minimal impact upon the district operation. When regular employees are assigned temporary work for a period of ninety (90) working days or longer, the District will provide benefits for the regular employee's total hours assigned work. When regular employees are assigned temporary work for less than ninety (90) days, the employee shall be paid at the regular rate of pay of the temporary position and receive holiday pay in the amount of their assigned hours. These employees receive other benefits at the level provided with their regular, not temporary assignment.

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

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

A. Overtime will be distributed by a seniority rotation roster on a continuous rotation.

B. If an offer to have overtime is rejected, the employee will go to the bottom of the rotation as if they had taken the overtime opportunity.

C. When overtime of one hour or less is a continuation of a custodian's regular work run, the overtime stays with the regularly assigned custodian.

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

Section 18. Emergency Late Start and Emergency Early Release, ~~9,~~ Ten (10) month employees: ~~Nine (9) and~~ Ten (10) month employees shall be paid for their regular work schedule on an emergency late start or an emergency early release day.

Section 19. Comp Time: ***At the District's discretion, a supervisor may grant compensatory time off in lieu of pay. The employer shall work with the employee in good faith to schedule the approved time off. Compensatory time for hours in excess of eight (8) hours in one day or forty (40) hours in a week, whichever is applicable (ref. article 12, sections 1, 2 and 13) shall be compensated as overtime. Accumulated comp time shall be cashed-out at the end of the fiscal year.***

ARTICLE 13:

Wages

Section 1. The district shall pass through to all classified employees any general increase in wages received from the state, based on state allocated funds. In addition, the district shall provide an increase of similar amount to any classified employee not included in the state allotted increase.

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

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

5 years	2%
10 years	2%
15 years	2%
20 years	***2%***
25 years	***2%***

~~Longevity increases for employees reaching their anniversary date September 1 through December 31 shall be calculated Jan 1 and effective in the January payroll. Increases for employees reaching their anniversary date January 1 through August 31 shall be calculated September 1 and effective in the September payroll.~~ Longevity with the District for the purpose of wage increases is determined as follows:

1. Whatever year an employee is hired in is their "anniversary" year, regardless of month or day.
2. August 17th of the ***following year*** will be their first year anniversary.
3. August 17th of each consecutive year will mark another anniversary.
4. Longevity increases will be calculated on August 17th of the year each 2% category is reached and will be effective with the September payroll.

Attached hereto and made a part hereof and marked "Exhibit A" is the wage schedule for regular hourly rates for all employees covered by this Agreement. These wages are effective August 17th of each year.

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

The Lead Maintenance/Groundsman will receive 75% of the difference between the supervisor's pay and the Lead Maintenance/Groundsman's pay whenever the supervisor is absent for any reason for five (5) consecutive days.

Section 3. Required Training. All employees who are required by the employer to participate in special training programs, meetings, and other school functions shall be paid at the regular rate of pay. The District shall provide employees and the Union a list of required classes by October 15th of each year.

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

Section 5. Education Fund. The employer may provide for travel allowances and conference attendance or other educationally broadening opportunities in their budgetary projections for all employees covered by this Agreement. This may include training classes or coursework at the local community college. A $2000 account will be established for each year. A joint union/management committee will be established to set guidelines and make the awards. Applications may be submitted by classified personnel to the joint committee for the payment of registration fees. The joint committee has the authority to approve these applications, and all such courses must be related to a job in the district. Prior course approval by the joint committee is required. Employees may file a claim for reimbursement at the completion of the course. Verification of tuition payment along with submission of a course credit transcript or similar instructor signed certificate indicating successful completion of the course must be on file before reimbursement will be made.

The joint committee may choose to use these funds for school related employee workshops.

Section 6. No employee shall be required to furnish any personal tools in the performance of his/her job duties.

Section 7. Employees will receive their paychecks on the day of the month on which the Clark County Treasurer deposits the apportionment money to the account of the La Center School District.

Section 8. Ten (10) month employees shall be allowed to have wages prorated over a twelve (12) month period, eleven equal payments with the twelfth pay period used for any corrections necessary.

Section 9. Employees in the position of Para-ed/classroom support Aide will be expected to meet the NCLB highly qualified requirements. ~~All current staff has until September 1, 2007 to meet this standard.~~ All new hires are required to be NCLB highly qualified prior to employment. ~~Current employees in these positions shall be paid at the playground monitor rate until they obtain the NCLB highly qualified status.~~

Section 10. Annual Wages Increase to State SIRS Data: ***The wage scale for the 2009-2010 school year includes increases per SIRS data as similarly implemented the past three (3) years.***

With the start of each school year, the District plans (as per the last several years) to increase wages in amounts based on the median or mean (whichever is greater) wage for positions tracked in the SIRS data for schools of similar size and figured in the same manner as the past several years.

In the event the District determines it is unable to provide these increases due to causes such as a budget crisis, a levy failure or a change to a larger school size for comparisons, the District shall notify the Union and arrange to meet with the Union for review.

Prior to implementation of any annual increases the District shall provide the Union with the current SIRS data and the new wage sheet. Should the Union have any concerns, such as questions about the data figures, it shall be provided the opportunity to meet with the District for review and discussion.

ARTICLE 14:

Benefits

Section 1. Vacations.

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

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

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

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

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

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

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

Section 2. Holidays.

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

B. Regular part-time employees shall receive the following eight (8) paid holidays: Veterans Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, and Memorial Day. In addition, part-time employees shall receive pay for Labor Day when the start of school precedes the Holiday or when an employee returns to a regularly scheduled work-week or an approved scheduled day before the Holiday.

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

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

Section 3. Sick Leave. All regular employees shall be entitled to sick leave pay based upon the hours of work performed by them at their classification rate.

A. Sick leave shall accrue at the rate of one day per month. ~~Twelve month~~ Regular full time employees shall be entitled to twelve (12) days of sick leave for a full year's work. ~~School year~~ Regular part-time employees shall be entitled to ten (10) days of sick leave for a full year's work.

B. If a holiday falls while an employee is on sick leave, he/she shall not be charged with sick leave for that day.

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

D. The district will institute an "Attendance Incentive Program" subject to the conditions and restrictions provided in Sections 2 and 3 of SSB 3880. ("Attendance Incentive Program" is sick leave buyback). Pursuant to current statute, employees may cash in unused sick leave hours above an accumulation of four hundred and eighty (480) hours at a ratio of one (1) full hour of compensation for four (4) accumulated sick leave hours. At the employee's option, they may cash out their unused sick leave in January of the school year following any year in which a minimum of four hundred and eighty (480) hours of sick leave has accrued and each January thereafter, at a rate equal to one (1) hour compensation of the employee's sick leave for every four (4) hours "bought back". The balance shall be reduced four (4) hours for each hour compensated. No employees may receive compensation for sick leave accumulated in excess of eight (8) hours per month.

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

E. Sickness in Immediate Family. Sick leave may be taken for sickness in the immediate family. Sickness in immediate family includes father, mother, wife, or husband, parent-in-laws and the employee's own children.

F. VEBA III Retirement Option Benefits. The District has adopted the VEBA III Sick Leave Conversion Medical Reimbursement Plan (the "plan") pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf on all employees in the Collective Bargaining Unit who are eligible to participate in the Plan by reason of having excess sick leave conversion rights. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution at retirement in accordance with the statute. It is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with the Statute. If an eligible employee fails to sign and submit such agreement to the District, he/she will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave which in the absence of this agreement would accrue to such employee during the term hereof shall be forfeited together with all cash-conversion rights that pertain to such excess sick leave. For the purpose of retirement contributions to the Plan, all employees covered by this agreement who retire during the term hereof shall be eligible, and excess sick leave shall be defined as the unused sick leave day accruing to the credit of such employee from the date of the agreement.

This agreement is to be negotiated annually.

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

Section 5. Industrial Accident.

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

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

Section 6. Additional Leave & Personal Leave. In addition to sick leave at the rate indicated above, additional leave will also be established subject to the prior written approval and definition of the superintendent.

A. Bereavement. ~~Employees shall be granted up to three days leave per year, non-accumulative, for death in the immediate family of father, mother, spouse, brother, sister, grandparents, father-in-law or mother-in-law, and children of the employee.~~ ***Two (2) days may be granted with pay for bereavement of a relative with prior approval from the superintendent. Three (3) days shall be granted in cases involving bereavement of the immediate family of father, mother, wife, husband, grandparents, parents-in-law, children, grandchildren, siblings and significant other. Such leave is noncumulative.***

B. Personal Leave. Part-time and full-time employees shall be granted a total of three (3) days per year for absences for personal business unique to the individual employee. Use of any third personal leave day shall be deducted from the employee's sick leave accrual. This leave shall not be taken on the day preceding or following a holiday or break in the school year (i.e., winter break, spring break). Employees requesting to take personal leave shall do so ~~on~~ using the appropriate leave ~~form~~ system ~~provided~~ at least three (3) days in advance, except in unusual situations where prior notice is not possible. In the latter instance, approval of such leave shall be sought immediately upon return to work.

Not more than 10% of the classified staff shall be granted use of personal leave on any one day. Personal leave requests must be approved through the employee's immediate supervisor. Personal leave may not be used to extend vacation or holiday periods without the authorization of the superintendent. Personal leave shall be used to cover unexpected circumstances or circumstances which cannot be dealt with outside working hours. Personal leave may be taken in one hour units. Effective August 31 of any year, unused hours will be credited to the employee's sick leave.

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

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

Section 8. Basic and Optional Benefits. The employer shall pay the maximum state funded amount per month towards district offered basic benefits and optional benefits including VEBA I plans on behalf of each full-time employee covered by this Agreement, and prorated, based on total hours works, for all part-time employees, effective the beginning of each school year. The union shall annually select from the following which will be considered basic benefits: medical, dental, vision, group term life, and group long-term disability. Benefit dollars will be pooled per state law, to provide selected basic benefits to all eligible employees before employees may contribute to optional benefits including VEBA I Plan. Optional benefits including VEBA I are available only after all pooling obligations are met. The District will pass through any new allocations each year. For purposes of this section, fourteen hundred and forty (1440) hours will constitute a full FTE. If the state changes this definition of FTE, this section will be reopened for negotiations. Coverage under this section is for twelve (12) months. Employees who work less than four (4) hours/day, are not eligible for medical/hospital insurance but their prorated dollars will provide a prorated benefit to the VEBA I Plan after pooling obligations are met.

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

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

Section 11. Deferred Compensation Program. The District will make available to employees the State of Washington “Deferred Compensation Program”. Participation is voluntary. The program will be made available as long as there are not costs to the District beyond the cost of signing up employees and processing warrants to the retirement system.

ARTICLE 15:

Discipline and Discharge

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

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

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

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

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

ARTICLE 16:

Grievance Procedure

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

Section 2. A grievance may be brought under this procedure by one or more aggrieved employees, without a union representative; or by the union as a class grievance, or by the district. Union class grievances shall be initially submitted at Step 4 herein below.

Section 3. The aggrieved employee shall bring his/her grievance to his/her immediate supervisor at Step 1 below, within five (5) working days of its occurrence; or if at the time the employee is unaware of the grievance, within five (5) days of his/her knowledge of its occurrence. A grievance not submitted within the time limit prescribed in Step l, or submitted within the time limits prescribed for every step thereafter shall not be considered timely and shall be null and void. A grievance not responded to within the time limits prescribed by the

appropriate district representative at each step shall entitle the aggrieved employee's grievance to proceed to the next step. Time limits prescribed herein may be waived by mutual agreement, in writing, by the aggrieved employee, or the union, in a class grievance, and the appropriate representative at each step.

Section 4. Steps.

Step 1. The aggrieved employee shall meet with his/her immediate supervisor within the prescribed time limits, and orally discuss the grievance. The immediate supervisor shall make a decision and orally communicate this decision to the aggrieved employee within five (5) working days following the initial presentation of the grievance. Every effort shall be made by the employee and the immediate supervisor to resolve the grievance at this level.

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

A. A statement of the grievance and the facts upon which it is based.

B. The Article(s) and Section(s) of the Agreement alleged to have been violated.

C. The manner in which the provision is purported to have been violated, misinterpreted, or misapplied.

D. The date or dates on which the alleged violation, misinterpretation or misapplication occurred.

E. The specific remedy or adjustment sought.

F. The signature of the aggrieved employee.

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

A. An affirmation or denial of the facts upon which the grievance is based.

B. An analysis of the alleged violation of the grievance.

C. The remedy or adjustment, if any, to be made.

D. The signature of the appropriate district representative.

Step 3. ~~If the grievance is not resolved at Step 2, the aggrieved employee~~ ***Should the employee and the union find the written decision (Step 2) is not satisfactory, within five (5) working days the grievance may be presented in writing to the superintendent or his/her***

representative. ~~shall submit a written grievance to the superintendent within five (5) working days following a receipt of the immediate supervisor's written response.~~ The superintendent shall respond in writing to this grievance within ten (10) working days of its receipt.

Step 4. ~~If the grievance is not resolved at Step 3, the aggrieved employee~~ ***Should the employee and the union agree that the written decision (Step 3) is not satisfactory, within five (5) working days of the receipt of the decision, the grievance may be submitted in writing*** ~~shall submit a written grievance~~ to the La Center School Board of Directors ~~within five (5) working days following the superintendent's written response~~. The board shall respond to this grievance within five (5) working days following the next regularly-scheduled board meeting. The requirements of Steps 2 and 3 for written grievances and responses shall not preclude the aggrieved employee ***with the union*** ~~and the district representative~~ from ~~orally~~ discussing and resolving the grievance ***with the district representative.***

Step 5. If the grievance has not been resolved in Step 4, the ~~aggrieved~~ employee ***and the union*** or district may refer the dispute to final and binding arbitration. ~~When the union is representing the aggrieved employee, it shall retain the right to continue such representation at this step.~~ The ~~aggrieved employee~~ ***union*** shall notify the district, in writing, of submission to arbitration within five (5) working days after receipt of the board's written response in Step 4.

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

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

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

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

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

ARTICLE 17:

Savings, Modification Clauses

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

ARTICLE 18:

Subcontracting

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

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

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

ARTICLE 19:

Term of Agreement

This Agreement shall be effective as of the first day of September, 2009, and except as otherwise provided, shall be in full force and effect until the 31st day of August, 2012, with an opener for one (1) wage proposal and one (1) benefit proposal at the end of year two. The Agreement shall be reopened no later than the first week of April 2011 for the opener and 2012, for a successor contract.

DATED this _____day of _____, 2009.

La Center School District No. 101	Service Employees Union Local No. 925, CLC
_____ Superintendent, Board Secretary	_____ Union Representative
	_____ La Center Unit President
_____ Chairman, Board of Directors	_____ La Center Unit Vice- President
_____ Board of Directors	_____ Negotiating Committee Member
_____ Board of Directors	_____ Negotiating Committee Member
	_____ Negotiating Committee Member
_____ Board of Directors	_____ Negotiating Committee Member
_____ Board of Directors	_____ Negotiating Committee Member
	_____ Negotiating Committee Member
	_____ Negotiating Committee Member