

Collective Bargaining Agreement

Between

Service Employees International Union, Local 925



And

Nooksack Valley School District



9/1/2021 – 8/31/2023

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AGREEMENT

THIS AGREEMENT is made and entered into this first day of September, 2021, by and between NOOKSACK VALLEY SCHOOL DISTRICT, #506, of Nooksack, Washington, hereinafter designated as the Employer, and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL #925, of Bellingham, Washington, hereinafter designated as the 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 therein, the parties agree as follows:

The SEIU assures the Nooksack Valley School District that its agency/labor union will comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities will be considered and will not be discriminated against on the basis of race, color, national origin, sex or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans With Disabilities Act July 26, 1990, P.L. 101-336, and Title IX/RCW 28A.640 of the Education Amendments of 1972, as amended.

ARTICLE 1 RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1 Recognition: The Nooksack Valley School District, #506 recognizes Service Employees International Union, Local 925, as the exclusive bargaining representative of all employees.

Section 1.2 Bargaining Unit: The bargaining unit to which this Agreement is applicable is all personnel performing work within the departments of custodial, transportation, food service, administrative assistants, and para educators, excluding confidential employees. See Appendix No. 1 for classifications within job departments.

Section 1.3 Scope of Bargaining: The District agrees to deal with the Union with respect to policies, programs and procedures and working conditions of employees of the bargaining unit subject to this Agreement.

ARTICLE 2 UNION SECURITY

Section 2.1 Notification: The District shall notify Union and the union chapter president of all new hires within seven (7) working days of the new hire's first day of work, or as soon as practical, including name, home mailing address, job title, phone number, work email, work location, and hire date.

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

1. Spreadsheet 1 Employee Data: Employee ID, First Name, Last Name, Date of Hire, Department, Job Title, Work Location, Current FTE value, Pay Rate, Home Address, Personal Phone, Cell Phone, Work Email, Employment Status (Active, On Leave, Layoff/Furlough, Separated), Date of Status Change
2. Spreadsheet 2 Dues Remittance: Employee ID, First Name, Last Name, Pay Period Hours Worked, Pay Period Gross Pay, Dues Deduction, COPE Deduction

Section 2.2 Union Membership: Union and the District understand that at the heart of our labor management relationship is the shared interest in providing the best services to the public. While we often agree, a strong and vibrant Union provides a true partner in the labor management relationship when disagreement becomes necessary. Therefore, it is the expectation of both the Union and the District that the District and all agents and representatives of the District shall remain neutral on the issue of Union membership.

Section 2.3 Union Membership Rescission: Union members requesting to rescind membership and membership rights in their exclusive professional advocacy organization shall make such request in writing to Union, following the Union constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing such conditions have been met, Union shall inform the District

of such employee's non-member status consistent with the notification section of this Agreement , specifically Dues and COPE Deduction below.

Section 2.4 Dues and COPE Deduction: On September 1 of each contract year Union shall provide a full and complete list of bargaining unit employees who are current members of Union to the District, and shall provide updates, additions, and/or other changes in membership status to the District as soon as practical, but on at least monthly basis thereafter.

2.4.1 Upon notification of an employee's membership status in Union the District shall deduct union dues as identified by the Union.

2.4.2 Upon notification of an employee's election to participate in the Union political program (COPE), the District shall deduct COPE contributions as identified by Union. Any deductions for political contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the employee on forms that comply with WAC 390-17-100, and be revocable by the employee at any time.

2.4.3 Upon request for verification, payroll deduction authorization cards shall be submitted to the District from the Union showing the amounts to be deducted and the employee's signature. Consistent with WAC 390-17-100, each employer... who withholds or otherwise diverts political contributions shall have on file the individual's written authorization before withholding or diverting the individual's wages.

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

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

Section 2.7 Agency Fee Restoration Contingency: In the event there is a change in law or holding by a court of competent jurisdiction that allow for the withholding of dues or an equivalent fee as a condition of employment, the Union and the District agree to immediately meet to renegotiate the details of collective accountability to Agency Shop language, with an emphasis on a commitment to reinstatement of prior commitments to the extent supported by overall statutory obligations.

Section 2.8 New Employee Orientation:

Section 2.8.1 Orientation Representation: The Union chapter president or designee may attend the new employee orientation meeting held prior to the beginning of each school year and at other times during the year when a new hire takes place.

Section 2.8.2 Annual Employee Meetings: Each employee department will have a minimum of one annual mandatory meeting. Such meeting will either be district or school based and will be organized by the appropriate department head or district/school administration. This meeting will be paid at the appropriate hourly rate.

During the annual department meeting each school year, Union representatives shall be provided with thirty (30) minutes for the purpose of orientating and updating members on relevant issues.

Section 2.8.3 Union Orientation: The Human Resources Department shall notify the designated union representative(s) of the new employee's name and start date within seven (7) working days of the job offer or hiring notification.

The District will provide thirty (30) paid minutes to each new hire, outside of regular work hours, for new employee orientation. Designated union leaders conducting orientations shall be paid thirty (30) minutes at the appropriate hourly rate.

ARTICLE 3 UNION RIGHTS

Section 3.1 Chapter Officers & Stewards: It is agreed that the Union shall have the right to establish Shop Stewards/Chapter Officers, and such Stewards shall be elected by the Union membership from their respective departments.

Section 3.2 Union Leave; Member Representation: Shop Stewards/Officers shall be allowed to leave their place of work, after checking out with their immediate supervisor, to be present with and represent any member, at the member's request, during discussions between the member and a District designee.

Section 3.3 Union Leave; Outside of District: The District shall grant up to eight (8) days per contract year, to employees for the purpose of participating in Union related activities outside of the District (leadership training, political activities, etc), provided that, if needed, substitutes are available. Written requests submitted five (5) days in advance, if possible, shall be approved by the Superintendent, or his/her designee. The Union will reimburse the District the cost of the substitute for each release day if a substitute is used.

Section 3.4 Union Leave; In District: Negotiation and Labor Management meetings will be held at times mutually agreed to by the District and the Union. If by mutual agreement the parties schedule sessions during normal working hours bargaining unit members will be released from the regular work assignment with pay. The cost of any substitutes shall be paid by the Union.

Section 3.5 Email: Each member of the bargaining unit may request an email address from the technology coordinator. For efficiency of communication, the District email system will be available to the Union for purposes other than political messages as defined in the Washington State Public Disclosure Commission rules.

The Union shall follow all guidelines established in the District Network Use Agreement and board policy and procedures when utilizing the District's email system for communication, representation and negotiation purposes.

The union shall indemnify and hold the District harmless from all claims, causes of action, or damages arising from the use of the District email system by employees or non-employee Union agents for Union business.

Section 3.6 Public Disclosure Requests: The employer agrees to notify SEIU local 925 and the affected employee(s) when it receives a request for records or information containing personal information of, or pertaining to, bargaining unit members unless there is an available exemption that would protect the personal information from disclosure. Employer will provide such notice as soon as possible upon receiving the request, but in no event less than 14 calendar days before the intended release date. Notice will include;

- A copy of the request
- A general description of the responsive records
- The actual date the employer intends to produce the records unless it is served with a signed court order preventing disclosure
- The district will ensure that disclosed information is legally required.

ARTICLE 4 EMPLOYMENT CONDITIONS

Section 4.1 Probationary Period: All newly hired employees will be placed on trial for a sixty (60) work day period during which time the District has the right of dismissal. At the end of the probationary period, they shall be considered permanent employees of the District.

Section 4.2 Payroll Deduction: All employees may be allowed payroll deduction of Union dues and insurance, in compliance with RCW 41.56.110.

Section 4.3 Non-Discrimination: The Employer and the Union agree that no employee shall be discriminated against or discharged for race, creed, color, sex, age, political or religious affiliation, or Union activity.

Section 4.4 Required Medical Exams: Cost incurred from all X-ray and examinations required by the Employer as a condition of employment, shall be reimbursed to the employee upon receipt of charges submitted to the District.

Section 4.5 Notice of Employment Termination: Should the District terminate the employment of any school term employee, due to economic necessity, the employee shall be so notified in writing not later than June 30th, whenever possible.

ARTICLE 5 WORKING HOURS

Section 5.1 Work Day: Eight (8) hours of work per day within a period of eight-and-one-half (8 1/2) hours for day shift, and seven-and-one-half (7 1/2) hours of work per day within a period of eight (8) hours for all swing shift employees, shall constitute a regular day's work.

Section 5.2 Work Week: Forty (40) hours per week, Monday through Friday, for all day shift employees and thirty-seven-and-one-half (37 1/2) hours per week, Monday through Friday for all swing shift employees shall constitute a regular work week.

Section 5.3 Overtime

Section 5.3.1 Overtime at Time-and-One-Half: Overtime at the rate of time-and-one-half- (1 1/2) the regular rate of pay shall be paid for all time worked in excess of eight (8) hours per day and/or forty (40) hours per week for day shift employees, and seven-and-one-half (7 1/2) hours per day and/or thirty-seven-and-one-half (37 1/2) hours per week for all employees working swing shift, for all work performed on a Saturday.

Section 5.3.2 Overtime at Double Time: Double time the regular rate of pay for all time worked on Sunday and any holiday work as specified in this Agreement.

Section 5.3.3 Overtime Exceptions: Other arrangements contrary to the overtime requirements may be arranged provided that said exception is mutually agreed upon by the employee and the employer and is for the convenience of a third party involved. The third party involved would be the P.T.A. meeting one (1) night per month.

5.3.4 Alarm Call-Out: When an employee is required to report for work based on an alarm call out, he/she shall receive not less than two (2) hours for each call. Overtime at the rate of time and one half of the regular rate of pay shall be paid for all alarm call outs with the exception of Sundays and/or holidays which shall be paid at double time the regular rate of pay.

Section 5.6 Report Pay: When an employee is required to report for work, he/she shall receive not less than two (2) hours for each call. He/She shall not be paid less hourly than is provided for in this Agreement for the classification.

Section 5.7 Lunch Breaks: All employees will be allowed not less than one-half (1/2) hour for lunch on their own time if it is possible for them to leave their job. If required to remain on duty, subject to call, or perform swing shift duties, there shall be no deduction of pay for meal periods.

Section 5.7.1 Scheduled Waived Lunch Period: For positions identified by the District as necessary, appropriate or upon the request by an individual employee, the District shall consult with the Union to determine the appropriateness of establishing a waived lunch period, within a work day of five (5) or more hours. Any positions designated for a waived lunch

period shall have this condition documented in writing and signed by the District, the Union and the Employee. Such approval may be subject to review and re-authorization on an annual basis.

In cases of waived lunch periods, an employee may rescind such voluntary agreement to waive the lunch period at any time, which shall be scheduled from that point forward. The District shall periodically remind waiver employees of their statutory right to either a duty free unpaid or potentially interrupted paid lunch period.

Section 5.8 Night Shift: All employees working swing shift shall work seven-and-one-half (7 1/2) hours and receive eight (8) hours pay. One-half (1/2) hour lunch period within the eight (8) hours.

Section 5.9 Rest Periods: Each employee shall be entitled to a fifteen (15) minute paid break for each continuous four (4) hours of work. Employees who work five consecutive hours should be allowed an unpaid meal period of at least thirty (30) minutes, which commences no less than two hours, but no more than five hours from the beginning of the shift. Employees are entitled to an unpaid meal period of at least thirty (30) minutes and one paid fifteen (15) minute break when working more than five (5), but less than eight (8) continuous hours. Employees who work an eight (8) hour shift are entitled to two paid fifteen (15) minute breaks and an unpaid meal period of at least thirty (30) minutes.

Section 5.10 Full Year Employee Contract Days: The work year for full year employees is two-hundred sixty (260) days.

Section 5.11 School Term Contract Days: School term employees shall work a minimum of one hundred eighty-one (181) contracted days, including the professional development day provided in section 18.1.1 Additional Professional Development Day. Pre-school program paraeducators shall be contracted for a minimum of one hundred twenty-eight (128) contracted days. Pre-school program paraeducators shall have a minimum of three (3) additional contracted days (two before the start of the program year and one at the end of the program year).

ARTICLE 6 WORKING CONDITIONS

Section 6.1 Lay-Off

Section 6.1.1: There shall be no forced layoff for year round employees, unless provided for at the time of employment.

Section 6.1.2: In the event of a Levy failure that necessitates reductions in staff and work, the provisions of 6.2.1 shall not apply. All layoffs shall be according to seniority.

Section 6.2 Reduction Hours/Staffing: The SEIU and the District agree that maintaining consistent and predictable staffing promotes a high quality and efficient programs. If the District determines that a reduction in staffing is needed, the District shall notify the SEIU Chapter President and the appropriate administrator/supervisor shall meet with affected employee(s) to discuss the District's reasoning and give the employee(s) the opportunity to provide input prior to a staffing reduction taking place.

Section 6.3 Past Practices: No clause in this Agreement shall be construed to lower any existing working conditions or any remuneration of pay or benefits.

Section 6.4 Uniforms: If uniforms are required by the School District, they are to be furnished and maintained by the School District, however; if the custodians wish to standardize their dress at their own option, they may do so without involving the District.

Section 6.5 Working in Different Classifications: Any employee replacing or assuming the duties within a higher classification shall receive the higher rate of pay effective the first (1st) day.

An employee accepting work in a different classification which does not conflict with their regular work schedule will be paid at the rate of pay appropriate to that classification and longevity step, except at the discretion of the District, the District may determine to pay at the higher of the two rates if the assignment cannot be staffed otherwise.

An employee accepting work in a different classification which does conflict with their regular work schedule will be paid the higher of the two pay rates between their regular pay rate and the new pay rate.

Section 6.5.1 Employee Pay for Extra Hours: Employees assigned to extra hours within their regular workgroup will be paid the rate of pay for the job title in which they are temporarily assigned at the step that equals their years of service in the District, provided no employee shall see a decrease in pay from their regular rate while working extra hours in their regular workgroup. Employees assigned extra hours in a job title outside of their regular workgroup will be paid at the substitute rate for the position.

Section 6.5.2 Employee Pay as Emergency Certificated Instructional Staff (Teacher): The District and the Union agree that the paraprofessional role is an essential support function of our certificated teachers. OSPI defines the paraprofessional role as "... under the supervision of a certificated teacher with a special education endorsement or a certificated educational staff associate". OSPI also characterizes this relationship as a "paraprofessional works in close and frequent proximity with the teacher". The District and Union, define proximity as certificated staff members in the building available to supervise and support a classroom. If the District is not able to staff certificated staff, in-person, relative to a regular school day and a certificated substitute employee is not available, the District may assign a qualified paraeducator as an emergency substitute. It is understood that the transitions program and Community Access Program (CAP) function with flexible certificated proximity in regard to off-site activities.

Paraeducators who work as an emergency substitute shall receive a ten (\$10.00) dollar per hour premium above their regular rate of pay.

Section 6.6 Employee Liability: No employee entrusted with the Employer's funds shall be responsible for loss due to robbery or fire or any circumstance beyond his/her control.

Section 6.7 Continuous Shift: An employee, excluding bus drivers, shall work a continuous hourly shift, and shall not be asked to work part of his/her days' employment with a break, other than lunch, unless at the employee's specific request, such an arrangement would be to the mutual benefit of both parties concerned.

Section 6.8 Written Notice: Employees are to submit a letter in writing if change of place of employment or job is desired.

Section 6.9 Work Re-Adjustment: When an employee is terminated or otherwise terminates his/her services with the District, his/her position shall be replaced or the work schedule of the other employees readjusted to provide an adequate work force to perform those duties required by the District within the work period allowed (*for paraeducators see Section 20.4 Paraeducator Additional Hours*).

Section 6.10 Sub-Contracting: There will be no subcontracting of any bargaining unit work during the term of the Agreement.

Section 6.11 Unit Work: No administrative representative, supervisor or teacher shall take the place of workers or substitute for workers, thus depriving a person of a job normally performed by employees of the bargaining unit.

Section 6.12 Workload: The District shall recognize optimum work/time relationships. Whenever objective considerations indicate an increase in workload, the supervisor shall: (1) defer additional work; (2) authorize overtime; (3) redistribute work and/or hire additional personnel.

Section 6.13 New Classifications: The District shall inform the SEIU of any new classification it intends to create in the bargaining unit. The District and the SEIU shall bargain over the appropriate wage of any new such classification.

Section 6.14 Reclassification Requests: A District representative, or the employee holding the position, who believes a position has substantially changed may petition the District for an upgrade to a more appropriate classification. Such changes in job function may be an accretion of duties from a higher classification or new job duties not previously performed in the bargaining unit, provided the new job duties do not encompass a majority of the position's job function (which would be a new classification and require posting of a new open position).

Section 6.15 Individual Education Plans (IEPs) Access: The District agrees to provide written guidelines and in-service to special education providers and administrative personnel regarding the input, participation and dissemination of appropriate parts of a student's IEP. This includes the dissemination of information to appropriate classified staff (paraeducators, food service workers, bus drivers, office personnel) as needed, specific to health, safety and academic needs.

Section 6.16 Inclement Weather/Emergency Closure: Inclement Weather/Emergency Closure: When an individual school/worksite is closed for an emergency, 10 month employees shall not report unless otherwise directed and 12 month employees will report to work unless otherwise directed.

All days missed due to emergency closures, including approved waiver days, will be made up on alternate days. If an employee is unable to work on these alternate days due to an unforeseen circumstance requiring their presence, emergency leave may be utilized (see section 8.5.3).

ARTICLE 7 GENERAL LEAVE PROVISIONS

Section 7.1 Duration of Leave: Any employee who is on a medical leave of absence, Industrial Insurance Accident, sick leave, or has exhausted his/her sick leave, shall be granted his/her former position when released for work from a Doctor, provided he/she is able to perform his/her work. This section will be limited to one (1) year, except for Industrial Accident leaves which shall be limited to eighteen (18) months. Provided further: that an employee shall submit a letter to the District, not later than the eleventh (11th) month of absence, stating their intentions of whether to return to work for the District.

Section 7.2 Temporary Replacements: Any employee who fills a position vacated for reasons set forth in Section 7.1, shall be hired as a temporary employee.

Section 7.2.1 Temporary Leave Replacement Positions: When an employee is on an authorized leave of absence for an extended period of time, his/her position may be filled temporarily during the duration of the leave. Leave replacement positions will not continue for more than one school year. When an external applicant is hired to replace an employee that is on an extended leave from their position, the temporary employee shall not be subject to the provisions of this contract.

Section 7.3 Extended Leave/Return to Work: If an employee is off for more than one (1) year, or eighteen (18) months under Industrial Leave, for reasons set forth in Section 7.2, such employee shall be given first (1st) job consideration on any job openings for which he/she is qualified in his/her appropriate department, and shall not suffer any loss of benefits.

ARTICLE 8 SICK LEAVE

Section 8.1 Accrual: Sick leave shall be granted to each full-time employee at the rate of twelve (12) days per year accrued at the rate of one (1) day per month. Those employees employed on less than a full time, full year basis, shall earn sick leave on a pro-rated basis of one (1) day of sick leave per month worked, but not less than ten (10) days per year. Employees who are contracted to work 200 days but less than 225 work days, shall accrue eleven (11) sick days. Employees working more than 225 work days shall accrue twelve (12) sick days. The maximum allowable accumulation shall be 180 days.

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

Section 8.2 Absence Beyond Accumulation: For absence due to illness beyond the accumulative sick leave, the per day deduction for twelve (12) month employees will be on the basis of two hundred sixty (260) working days. For nine (9) month employees, the deduction shall be on the basis of one hundred eighty (180) working days, pro-rated as to hours worked per day.

Section 8.3 Sick Leave Allotment Issuance: Beginning September 1st of each school year, all employees shall earn their annual sick leave for that fiscal year. Unused sick leave from previous year will be brought forward and added to the employee's current yearly allotment.

Section 8.4 Physician's Verification: A doctor's certificate will be required to verify illness whenever an employee is absent more than five (5) consecutive days.

Section 8.5 Sick Leave Usage

8.5.1 Purpose: In addition to use for emergencies (16.1.6 Emergency Leave), an employee may use accrued sick leave for the following purposes:

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

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

8.5.3 Sick Leave Usage Minimum: Employees shall use sick leave in time increments consistent with the Employers payroll time tracking system, but in no case in increments beyond one (1) hour. *ie: If an employer's payroll system tracks time in 15 minute increments, the employer shall allow such employees to use paid sick leave in 15 minute increments.*

Section 8.5.4: A total of five (5) working days may be used for emergencies to be deducted from the accumulated sick leave of the employee with the approval of the Superintendent or his/her designee. An emergency is defined as any unforeseen occurrence requiring the presence of the employee.

Section 8.5.5: If the District has reasonable doubt of an employee's ability to safely perform his/her duties, it may require a physician's statement verifying the ability of the employee to continue work.

Section 8.6 Attendance Incentive Program

Section 8.6.1 Annual Conversion of Accumulated Sick Leave: Each January, any employee who at the end of the immediately previous calendar year shall have accumulated in excess of sixty (60) days of unused sick leave may elect to convert unused sick leave, earned the previous year in excess of sixty (60) days, to monetary compensation at the rate of 25% of the employee's current, full-time daily rate of compensation for each full day of eligible sick leave. Any such election shall be made by written notice to the Superintendent during the month of January. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of applicable law.

Section 8.6.2 Conversion of Unused Sick Leave Upon Retirement, Death, or Separation of Employment: Any employee who is eligible per RCW 28A.400.210 may, at the time of separation from employment, convert accumulated unused sick leave days at the rate of 25% up to a maximum of 180 accumulated days of the employee's full time daily rate of compensation to (1) monetary compensation or (2) a benefit plan that provides reimbursement of medical expenses. The option is determined by the outcome of the annual vote by SEIU members for the Health Reimbursement Arrangement. Any such conversion of sick leave shall be subject to the terms and limitations of applicable law.

Section 8.6.3 Shared Leave: Eligible employees may donate illness, injury, and emergency leave to another employee for use by a staff member who is suffering from, or has a relative of household member suffering from, an extraordinary or severe illness injury, impairment or physical or mental condition.

Section 8.6.3.1 Eligibility: An employee may be eligible to receive shared leave under the following conditions:

1. The employee's job is one in which annual or sick leave can be used and accrued; and
2. The employee is not eligible for time loss compensation
3. The employee has abided by district policies regarding the use of sick leave
4. The employee has exhausted, or will exhaust, his/her vacation leave, sick leave and personal leave.
5. The employee suffers from an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused, or is likely to cause, the employee to:
 - a. Go on leave-without-pay status; or
 - b. Terminate his/her employment
6. The requesting employee must submit, prior to approval or disapproval, documentation from a licensed physician or other authorized health care practitioner verifying the severe and extraordinary nature and expected duration of the condition.

Section 8.6.3.2 Donation of leave: District may donate leave as follows;

Sick Leave Donation (WAC 392-126-085)

An employee may donate sick leave to specific individuals using the following criteria:

1. The employee must have accrued more than twenty-two days of sick leave.
2. Employees may not donate an amount of sick leave that will result in his or her sick leave account going below twenty-two days.
3. All donated sick leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave.

ARTICLE 9 BEREAVEMENT LEAVE, JURY DUTY

Section 9.1 Bereavement Leave: A maximum of five (5) days leave with pay will be allowed for each death in the immediate family (husband, wife, father, mother, brother, sister, children, legal guardian, ward, grandparents, grandchildren, in-laws, step relations of the same relations previously listed). Additional time may be granted as approved by the District for other persons of import to the employee including but not limited to; aunt, uncle, niece, nephew, or close personal friend.

Section 9.2 Jury Duty: No employee shall suffer a loss of compensation due to the requirement of being called for jury duty.

Section 9.3 Subpoena Pay: No employee of the District shall suffer loss of compensation due to the requirement of appearing in a court of legitimate jurisdiction as directed by the service of a legal subpoena.

ARTICLE 10 LEAVE OF ABSENCE

Section 10.1 Leave Without Pay: Any employee may request a leave of absence for personal reasons without pay which shall be granted at the discretion of the School Board, provided a trained substitute is available. These leaves must be approved by the Superintendent.

Section 10.2 Reasons for Leave of Absence: The School Board may grant leave, not to exceed one (1) year, when petitioned by an employee, for the following reasons:

1. Serious illness necessitating absence in excess of thirty (30) days.
2. Pregnancy – with doctor's documentation.
3. Military Service.
4. Serious illness within the employee's immediate family.
5. Non-occupational accident or injury necessitating absence from work.
6. Further Education.

Section 10.3 Benefit Retention: Any employee on an authorized leave of absence shall not suffer any loss of benefits accrued prior to the date of leave, nor accrue any benefits while on leave.

Section 10.4 Return to Position: Further, any employee on extended leave of absence shall be returned to their previous position or like position, with the same hours. Reference: Seniority Article XIV to govern.

ARTICLE 11 HOLIDAYS

Section 11.1 Twelve month Employees: All twelve (12) month employees will be granted the following holidays without loss of pay:

New Year's Day	Martin Luther King's Birthday
President's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Day After Thanksgiving	Christmas Eve Day
Christmas Day	New Year's Eve Day

Section 11.2 Personal Days: Three (3) Personal leave days will be granted as follows:

- A. Personal leave may be taken separately, alone, or in combination with other paid leave. Personal days will be granted on a "first come, first served" basis. Requests must be made at least three days in advance and must be taken in full or half day increments. No more than 3 personal leave requests will be granted per building on any given day.
- B. Personal days will not normally be granted for the first three (3) days of and the last five (5) days of the school year. Written request for exceptions must be sent to the principal.
- C. At the end of each school year, a maximum of two (2) personal days can be cashed out at the sub rate. Up to two (2) personal days can be carried forward to the next school year for a total of no more than five (5) days in any school year.
- D. Employees must give notice by the last workday of the school year if they wish to cash out one (1) or two (2) personal days. If no notice is given, a maximum of two (2) personal days will be carried forward to the following school year. If an employee has accrued the maximum number of days, up to two (2) personal days will be automatically cashed out at the sub rate and paid out in the July paycheck.

Section 11.3 Holiday or Day Off: If a Holiday should fall within a twelve (12) month employee's regularly scheduled day off, he/she shall be paid his/her regular salary for that day. When a Holiday falls on a Saturday or Sunday or an employee is required to work on a Holiday, he/she shall receive an extra days' pay or an extra day off.

Section 11.4 School Term Employees: School term employees shall be granted those twelve (12) month employee Holidays which fall within their working period, pro-rated as to hours worked. Working period shall be defined as commencing with each employee's first day of work for that year.

ARTICLE 12 VACATIONS

Section 12.1 Twelve Month Employees Vacation Accrual: For all twelve (12) month employees the following vacation accrual schedule shall prevail:

<u>Years of Service</u>	<u>Working Days of Paid Vacation</u>
One to Five Years	Twelve (12) working days
Six or More Years	Fourteen (14) working days plus: One (1) additional day per year worked beyond six (6) years of service to a maximum of twenty- five (25) working days per year.

Section 12.2 Full Year Employees: For all twelve (12) month employees a maximum of two (2) years of earned accrued vacation days may be accumulated (the current year and the most recent previous year). Any and all days in excess of this will be dropped from the vacation balance on August 31 of that fiscal year. The Union and the district agree that any employee covered under this agreement who cannot use their accumulated vacation time in excess of two (2) years accrual by August 31, shall submit a letter to the Superintendent explaining such reasons and ask that an extension be granted. Extensions shall not be granted beyond August 31 of the following year. Extensions shall not be granted for more than one (1) year. The Superintendent shall furnish the Union a copy of the District's response, within ten (10) days. The Superintendent shall have as his/her option, to grant the request; or deny the request; or cash out the unused portion in excess of two (2) years accumulation. A maximum of five (5) vacation days per year may be allowed for full time employees within the bargaining unit during the school term. No more than one (1) employee may take these days at any given time, and substitutes may or may not be hired. Adequate advance notice must also be provided to the appropriate supervisor (Minimum of one (1) week).

Section 12.3 School Term Employees: All school term employees shall receive vacation pay, pro-rated per hours worked, consistent with the accrual scale below:

<u>Years of Service</u>	<u>Working Days of Paid Vacation</u>
One to Five Years	Twelve (12) working days
Six or More Years	One (1) additional day per year worked beginning the sixth year up to a maximum annual accrual of seventeen (17) days

Section 12.4 Extended Vacation: In special or unusual circumstances, vacation time may be saved for longer than the maximum three (3) weeks with considerable advance notice to the Superintendent and after consultation with the Superintendent. Extended vacation is dependent on planned summer work program.

Section 12.5 Vacation Scheduling: Vacations may be taken during the summer vacation period between the closing of school in the spring and the opening of school in the fall. Vacation arrangements and dates shall be made with the immediate supervisor and shall be arranged by the time school closes in the spring. Maintenance may be asked to arrange their vacation in the early fall so as to make their services available during the summer period when buildings are not in use.

Section 12.6 Dual Full Year & School Year Employees: Full Year Employees-SEIU members employed as a school term employee and a as a full year employee, working 2.5 hours or less, shall receive their vacation pay at their regular wage rate instead of having earned accrued vacation time.

ARTICLE 13 SENIORITY

Section 13.1 Definition: Seniority shall be defined as an employee's last beginning date of continuous employment in his/her job department or departments. School term employees shall be deemed as full time employees for the purpose of seniority. For the purposes of this Article, the appropriate departments shall be custodial, food services, transportation, administrative assistants, and paraeducators. First priority shall be within the job classification. Second priority shall be given within the job department.

Section 13.2 Application: In the lack of mutual agreement among the employees affected, seniority shall prevail in all matters including but not limited to shift assignment, lay-off/rehire, vacation scheduling, and awarding of positions.

Section 13.3 Lay-Off and Position Abolishment: If any position to which an employee is permanently assigned is abolished, said employee shall exercise seniority rights. Seniority rights shall prevail in order of lay-off and rehire in all departments. In the exercising of lay-off/bumping seniority rights, no employee shall be allowed to better their employment status in regard to hours worked or rate of pay as a result of said exercising of seniority.

Section 13.4 Seniority Maintained: Any employee laid off for the District's convenience shall retain seniority for one (1) year.

Section 13.5 Recall: Any employee terminated due to lay-off shall retain, but not accrue, all job benefit seniority rights until the employee has been returned to work or offered a position, whichever comes first.

Section 13.6 Severance of Seniority: Any employee who leaves the employment of the District for a period of one (1) or more years (excluding termination) may be considered a new hire by the District if such employee returns to the District.

ARTICLE 14 JOB VACANCIES AND BID PROCEDURES

Section 14.1 Current Employees: Employees of the District shall be given first consideration by the District for all job openings in their departments for which the employee applies and is qualified as specified under the Seniority Article of the Agreement.

Section 14.2 Posting of Vacancies: All new positions and all positions vacated for any reason within all departments shall first be distributed via email, posted in all buildings, posted on the District web site and copies to be sent to the school office secretary, and transportation garage, at least seven (7) school days prior to being permanently filled. All job openings and potential job openings, due to promotions, shall be posted and shall include classification, the possible location of such openings and the requirements of job specifications.

Section 14.5.1: Any employee on authorized leave of absence, or on sick leave who is due to return to work prior to the date a position is to be permanently filled shall also be notified.

Section 14.5.2: School term employees, who notify the District in writing of their desire to be considered for vacancies, shall be given written notice of any such vacancies if they occur when school is not in session.

Section 14.3 Job Bids: Any employee desiring to bid on a position posted as outlined above, shall submit a letter in writing to the Business Office, Union Office, and retain a copy for himself/herself, requesting consideration for the position posted, not later than seven (7) school days after date of posting.

Section 14.4 Job Vacancies: Seniority shall prevail in the filling of vacant positions subject only to the ability of the employee to meet the requirements of job specifications and to perform the duties within the job departments.

Section 14.4.1: Any employee who applies for a position opening outside of their department will be interviewed if they meet minimum qualifications. Any employee that applies for a position opening outside of their department will have a meeting with district personnel to identify and discuss the reasons that a person was not selected. The purpose of such a meeting would be to give the employee feedback on areas of strength and areas needing improvement to enhance their opportunities for promotion.

Section 14.5 Passover Notice: Any employee bidding on a posted position who is passed over in seniority for reasons set forth in Section 14.4 Job Vacancies, shall be given written notice of such fact and the determining reason, five (5) days prior to the date the position is to be permanently filled.

Section 14.6 Temporary Filling of Position: When an employee suddenly terminates his/her service, or when it is necessary for the school district to remove an employee from a position without giving fifteen (15) calendar days notice, the job may be filled temporarily, the first fifteen (15) calendar days to allow for posting. When an employee is absent due to FMLA and/or maternity leave, the job may be filled temporarily during the duration of the leave.

Section 14.7 Trial Period: Employees who are promoted to a different position shall be given sixty (60) workdays trial. Within sixty (60) workdays, the supervisor shall conference with the employee to discuss and review the position and performance, taking into consideration the employees concerns. If the employee job performance is not satisfactory, the employee shall return to his/her former position. In no case will he/she be terminated unless he/she is in line for termination because of reduction in force (seniority). Transferred employees will be given the opportunity for a conference with their supervisor within the first sixty (60) workdays of the transfer. The employee may elect to return to their previously held position within ten (10) workdays after assuming the new position.

Section 14.8 Temporary Positions: Temporary positions, lasting longer than twenty (20) workdays will be posted and filled consistent with applicable sections of Article 14 JOB VACANCIES AND BID PROCEDURES. Any temporary position determined to become permanent shall be reposted and permanently filled.

14.9 Summer Program Assignment: Summer program assignments shall be posted and set up on a pay plan. The timeline for such posting shall be determined through the labor management process.

ARTICLE 15 WAGES

Section 15.1 Wage Rates: The appropriate wage rates and longevity recognition shall be listed in Appendix A – Wage Schedule.

Section 15.1.1 2021/2022: Effective September 1, 2021, the wage rates on the wage schedule shall be improved by the results of the wage study (as identified in Section 15.5 Comparable Wage Study). After wage study adjustments the rates on the wage schedule shall be improved by three (3%) percent, inclusive of the IPD (2%).

Section 15.1.2 2022/2023: Effective September 1, 2022, the wage rates on the wage schedule shall be improved by the results of the wage study (as identified in Section 15.5 Comparable Wage Study). After wage study adjustments the rates on the wage schedule shall be improved by the IPD (see Section 15.2 Pass-Through and Cost of Living Adjustments (COLA's)) plus an additional one (1%) percent.

Section 15.1.3 Trip Rate: Effective September 1, 2019, the trip rate for bus drivers shall be paid at the base rate. Effective September 1, 2020, the trip rate for bus drivers shall be at the bus drivers regular rate of pay.

Section 15.1.4 Substitute Pay Rates: The pay rates for substitute employees shall be set at one hundred (100%) percent of the base rate for all positions. It is understood that the District shall generally assign substitutes to the entry level position in each workgroup (see Appendix A – Wage Schedule).

Section 15.1.5 Bus Monitor Pay Rate: Employees hired as bus monitors shall be paid at the paraeducator rate consistent with students in which they are assigned to support on the bus (Para 1, Para 2, Para 3).

Section 15.2 Pass-Through and Cost of Living Adjustments (COLA's): The wage rates and longevity recognition payments on the wage schedule shall be increased each year of the contract on September 1 by the annual inflationary rate increase (currently understood as the implicit price deflator or IPD) or pass-through identified by the State of Washington through legislation or initiative for the duration of the contract, or by pre-determined minimum wage increase as noted in Article 25 Length of Agreement, whichever is greater. For purposes of this section, Pass-through identified by the State of Washington shall include the amount of funding increased in the final State budget for K12 classified staffing reduced to a percentage.

Section 15.3 Training Rate: Wage rates for training shall be the current wage rate for the employee in training.

Section 15.4 Longevity Pay: All workgroups shall have longevity recognition increment steps on the wage scale.

Section 15.4.1 New Hire Salary Schedule Placement: Employees newly hired into the District may receive longevity recognition on the wage schedule for purposes of placement on the salary scale provided they can demonstrate previous experience in previous school district in a similar position. Such placement shall be at the discretion of the District and only utilized for the purposes of attracting and retaining experienced and well qualified employees (which may be subject to Labor Management discussion). Such placement will not modify or add seniority as defined in Article 13, Seniority.

Section 15.5 Comparable Wage Study: In the appropriate years of this contract, noted in the Article 25 Length of Agreement, the District and the SEIU shall complete a comparable wage study.

In the spring of the contract year in which a comparable study is to be done, the wages of each comparison district in each longevity recognition category (Probationary Rate and Years 2, 6, 11, 16, 21) will be averaged and then compared to Nooksack Valley SD wages.

Using the comparable Districts noted below, if a Nooksack Valley SD job title's wage is shown to be below the comparison district average, that job title shall be improved by the percent difference at the appropriate steps on the wage scale, effective September 1 of the next contract year.

Comparison Districts: Blaine, Ferndale, Bellingham, Lynden, Meridian, Mt. Baker.

Additional details related to how the study will be completed shall be discussed and determined through the labor management process prior to the first such study.

Section 15.6 Special Skill Stipends: It is agreed that bargaining unit employees engaging in language interpretation will be paid at the Language Interpreter rate. It is further agreed that the title of Language Interpreter shall be added to the Paraeducator V Job Classification and paid at the appropriate rate on the wage schedule.

Section 15.7 Summer Work Pay Rate: Summer work will be filled by seniority after first being posted to the bargaining unit by workgroup and then the whole group. Employees working in their own classification will be paid their classification pay rate at their longevity step. Employees working out of their classification in the maintenance/custodial department(s) will be paid the Seasonal Rate on the Wage Schedule on Appendix A. Except for custodial/maintenance work, an employee accepting summer work in a different classification will be paid at the rate of pay appropriate to that classification and the longevity step appropriate to their years of service.

Section 15.8 Shoe Allowance: Nutrition service, custodial employees, maintenance employees, and bus mechanic employees shall be provided an annual stipend equal to one hundred (\$100.00) dollars for the purpose of buying safety shoes.

Section 15.9 Temporary Position Pay: Pay rates for temporary positions not on the wage and salary schedule shall be negotiated between the District and the Union. School term employees will be considered for temporary positions hired during non-student days. School term employees who fill temporary non-student day positions within their classification will be paid at their own classification's wage rate.

ARTICLE 16 HEALTH BENEFITS

16.1 Health Benefits for Covered Employees: The District shall provide basic and optional benefits through the School Employees Benefits Board (SEBB) under the rules and regulations adopted by the SEBB.

16.1.1 School Employees Benefits Board (SEBB) Eligibility: Employees shall be deemed eligible for medical and non-medical benefits if they are expected to work a minimum of six hundred thirty hours (630) per year or the State mandated minimum for SEBB benefits, whichever is less.

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

16.1.2 Premium Payments: The District shall remit insurance premium payments toward premiums of School Employees Benefits Board medical and non-medical plans for all employees deemed eligible to the Health Care Authority.

16.1.3 SEBB Enrollment: Enrollment for medical and non-medical plans shall be determined by the SEBB, but will generally be in the fall for January 1 plan implementation. The District shall notify employees the dates open enrollment will commence and conclude.

16.1.4 Health Benefit VEBA Fund: The District shall contribute an amount of money per employee per month, per the table below, to be deposited into each employee's VEBA account.

Plan Year	Sept 1, 2021	Sept 1, 2022
District Contribution Rate	\$50.00	\$50.00

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

16.2.1 Sick Leave Contributions – Retirement or Separation from Service: Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this agreement.

16.3 K12 Health Care Reform: Should, during the term of this agreement, the State or Federal government(s) modify, change, or mandate changes to employee health care that would negate any provision of this agreement, the District and the Union shall meet as soon as is practice and negotiate necessary changes to the agreement for the purpose of maintaining the intent of the parties as closely as is legally permissible.

16.4 Washington State Paid Family and Medical Leave: Commencing January 1, 2020, employees shall be eligible to receive Washington Paid Family and Medical Leave (WPFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise, unless the statute prohibits otherwise.

The District shall use the state insurance as the carrier for WPFML. Effective upon ratification of this Agreement, the District shall remit to the State of Washington, on behalf of each bargaining unit employee, the cost of the employee's portion of the premium collected by the State of Washington in lieu of payroll deduction for participation in the Washington State Paid Family and Medical Leave Plan.

Section 16.5 District directed Testing/Screening/Quarantine: Should the District require an employee to be tested, screened, or quarantined in response to a public health concern as required by state and/or local health department (*example COVID-19 pandemic*), such time spent shall be considered paid administrative leave. Further, labor management will annually (or as needed) discuss the provision of district provided "shot clinics" as per state and/or local health departments.

ARTICLE 17 INDUSTRIAL INSURANCE ACCIDENT

Section 17.1: The School District and the Union agree that when an employee is hurt on an Industrial accident, or when an employee receives an occupational disease from the job, an employee is entitled to Industrial Insurance Compensation. The following procedures will assist an employee in receiving Industrial Insurance Compensation as soon as possible.

Section 17.2 Industrial Leave Notification Procedure: For a period of absence from work due to injury or occupational disease resulting from an employee's employment with the District, the employee shall file claim for Industrial Insurance Compensation by filling out the appropriate claim forms as per the District's instructions and file said claim with the District.

Section 17.3 Sick Leave Pro-ration: In accordance with Washington statutes and State Department of Labor and Industries regulations, employees who are unable to work due to a job related injury or illness, may be entitled to time loss compensation from the State industrial insurance and accrued leave earned by the employee. To maintain at least equivalent salary whenever possible, the following options have been developed:

Option A Industrial Insurance Time Loss Compensation: The employee will be on unpaid leave status with the District, and will receive industrial insurance disability compensation only.

Option B State Industrial Insurance Plus A Proportionate Share of Accrued Leave: The School District agrees to pro-rate an employee's sick leave, or alternately annual leave or other paid leave, to supplement Industrial Insurance Compensation, so that both combined will equal an employee's regular salary. The amount of pro-ration of paid leave will be determined by the amount an employee receives from Industrial Insurance Compensation per day. The computed amount of paid leave will begin from the first day of absence from work.

Section 17.4 Denial of Industrial Insurance Compensation: The School District and the Union agree, that after every effort has been made for an employee to receive Industrial Insurance Compensation and the claim is then or later denied, sick leave or vacation leave may be used for the absence of the employee.

ARTICLE 18 STAFF DEVELOPMENT

Section 18.1 In-Service Trainings: In-service as required district, state or federal requirements, will be scheduled during working hours with substitutes provided as needed. If held after work hours, employees shall be compensated at their regular rates of pay.

Section 18.1.1 Additional Professional Development Day: In addition to 2.8.2 Annual Employee Meetings, the district will provide one additional day for Para educators, Transportation and Food Service. Schedule, time and activities to be developed and facilitated by direct supervisors or program director/admin. Additional time to be recorded on a timesheet.

Section 18.2 SEIU/District Staff Development Philosophy: The District and the SEIU affirm their commitment to an ongoing system of staff development and training that will provide opportunity for the development of the potential occupational and professional knowledge, skills and abilities of each employee.

Section 18.3 SEIU Staff Development Fund: The District shall allocate an appropriate amount of funds each contract year to support the staff development needs of SEIU members. At the beginning of each contract year the District shall report the staff development allocation to the SEIU. At the end of each contract year the District shall report to the SEIU the amount of staff development funds utilized by SEIU members.

Beginning with the 2008/2009 contract year the District shall allocate at least five thousand dollars (\$5,000) for SEIU member staff development.

Section 18.4 SEIU Staff Development Committee: The Staff Development Committee, made up of Labor/Management participants, shall discuss the appropriate use and allocation (not distribution) of the SEIU Staff Development Fund.

Section 18.5 Staff Development Opportunities; Performance Evaluations: Employees may identify job related staff development goals on their annual performance evaluation, or throughout the contract year, and work with their immediate supervisor, program

director or principal to plan and provide appropriate activities to meet those goals throughout the next evaluation period. The determination of an appropriate activity to meet a staff development goal shall not be subject to the grievance procedure.

Section 18.6 Staff Development Opportunities; District Initiated: Supervisors, Principals, and/or Program Directors, with input from SEIU members, may identify staff development/training needs consistent with building, program/department or district goals and will plan and provide appropriate activities to meet the identified needs.

Section 18.7 Staff Development; Participation: Staff development opportunities may be scheduled during the regular workday, early release/late arrival or on a non-student day. If the District does not require a staff development opportunity, employees who elect to attend shall be paid for their regular work hours if the activity is offered during their regular work schedule. No additional hours will be paid for any time beyond their regular workday.

18.8 Paraeducator Professional Development: The District and the Union shall form a workgroup to determine and implement PESB's required training components for paraeducators (*the Fundamental Course of Study (FCS) and the General Paraeducator Certificate*). The following hours are funded for 2021-22; 14 hours for FCS and 14 hours for General Paraeducator Certificate. It is understood that this workgroup shall determine a training plan and calendar in the fall of 2021 for the completion of any initial Fundamental Course of Study hours required for newly hired paras and the General Paraeducator Certificate requirement for paraeducators who have completed the FCS.

In addition, the District and Union workgroup will study and consider language and future incentives for paraeducators to obtain specialty and advanced certificates. The workgroup will make a recommendation prior to the expiration of this CBA.

18.9 Food Handlers Permit Certification/Recertification: The District shall pay the cost of certification and recertification for nutrition service employees to attain and maintain their food handlers permit.

ARTICLE 19 FOOD SERVICES

Section 19.1 Staffing Standards: Food service personnel shall meet at each building with the Food Service Director and other District personnel prior to the end of the school year and in October of the next school year to discuss staffing allocations.

ARTICLE 20 PARAEDUCATORS

Section 20.1 Paraeducators Minimum Hours: Principals/Program directors shall ensure that each paraeducator working in their building/program shall be assigned at least two (2) hours per day, unless an employee requests less time or building or program needs necessitate a lesser assignment. If a paraeducator is assigned less than two (2) hours the District shall inform the Union in writing (see 5.6 Report Pay). The notification to the union shall include the reasoning for the exception.

Section 20.2 Paraeducator Initial Hours: Paraeducators shall present a preference for hours to their principal/program director in the spring of each contract year. By July 1 of each contract year, the principal/program director shall determine an initial assignment of hours by first maintaining existing assignments, and secondly using the preferences of individual paraeducators by assigning any additional hours based on seniority, building schedule, program needs and the ability to perform assigned duties (including Professional Educator Standards Board PESB). Paraeducators shall be notified of their initial (tentative) assignment of hours by July 1 of each contract year.

Section 20.3 Paraeducator Reduction of Hours: If hours need to be reduced in a building/program, paraeducators shall be reduced based on reverse seniority, building schedule, program needs and the ability to perform assigned duties (Consistent with Section 6.2 Reduction Hours/Staffing).

Section 20.4 Paraeducator Additional Hours: Paraeducators shall be assigned any additional hours that become available throughout the year in a building/program based on seniority, building schedule, program needs and the ability to perform assigned duties (including Professional Educator Standards Board PESB).

Section 20.5 Individual Education Plans (IEPs) Reviews: Paraeducators working with special needs students who have IEPs may be invited to IEP review meetings at the request of the employee, other staff or the student's parents.

Section 20.6 Resource Paraeducator: Any paraeducator assigned to work with a student with an IEP and is not assigned to a lifeskills or community transitions program shall be paid as a Resource Paraeducator for the time they are assigned to that student(s).

Section 20.7 Bus Monitors: The District and the Union will collaboratively discuss and determine a staffing solution to bus monitors each spring prior to the staffing determinations for the next school year.

ARTICLE 21 TRANSPORTATION

Section 21.1.1 Extra Bus Driving: Extra bus driving for school activities paid for by District funds shall be performed by regular drivers. Substitute bus drivers may be called upon to drive only when regular drivers are not available, including times when an extra run would prevent a regular driver from completing his/her regularly assigned run.

Section 21.1.2 Extra Run Lists: At the beginning of each contract year the transportation supervisor will post sign up sheets for those drivers interested in taking extra long runs, extra short runs, snow ski bus, additional mid day and summer school routes. The sign-ups shall be completed by October 1 of each contract year. Snow ski bus shall be completed by November 1st of each year and summer school sign-ups shall be completed by June 1st of each year.

Section 21.1.3 Extra Runs: The resulting Extra Short Run, and Extra Long Run, Snow Ski Bus, Mid-Day, and Summer School lists shall be arranged in seniority order and each driver shall be offered available extra runs based on their order on the list.

Extra Short Runs: All extra short runs, defined as an extra trip fifty (50) miles, or less, one-way from the bus garage and not overnight, shall be assigned according to rotation of the Extra Short Run seniority list.

Extra Long Runs: All extra long runs, defined as an extra trip more than fifty (50) miles one-way from the bus garage, or overnight, shall be assigned according to rotation of the Extra Long Run list.
Regular drivers with less than one (1) year of regular bus driving experience will only be considered if no other regular driver is available.

Due to special driver/student safety considerations, the District may suspend a driver from a particular trip, provided that a reason is provided, in writing, for such suspension to the driver at least twenty-four (24) hours before the trip.

Ski Runs: At the beginning of each contract year the transportation supervisor will post a sign-up sheet for those drivers interested in driving the snow ski bus. Sign-ups shall be completed by November 1st of each contract year. Drivers shall be assigned to the ski bus on a rotating schedule based on seniority.

Additional Mid-Day Routes: Drivers will be offered mid-day routes based on seniority as long as it does not conflict with that drivers contracted route (AM/PM). Once a driver is assigned to a mid-day route, that driver will stay on that route for the remainder of the school year, or until the route is terminated. The District and SEIU understand

and agree that mid-day routes are considered temporary routes for additional time that are often changed and/or terminated throughout any given school year.

Summer School: Drivers that sign-up to drive summer school will be offered summer school routes by order of seniority.

Section 21.1.5 Expenses: for trips in excess of one (1) day necessitating lodging, the driver shall be reimbursed for customary and reasonable expenses.

Section 21.1.6 Trips Exceeding Eight (8) Hours: For trips exceeding eight (8) hours the following conditions shall apply: No driver shall suffer a loss of pay resulting from accepting a trip that would yield lower total compensation than if they had remained on their regular assignment. The responsibility shall be upon the driver to alert payroll if an issue exists within two (2) payroll periods.

Time and one-half (1 ½) for all driving hours over twelve (12) in a twenty-four (24) hour period. The twenty-four (24) hour period shall begin when the driver begins their workday.

Minimum wage shall be paid for all night rest hours on extended activity runs.

Section 21.1.9 Alternate Drivers: The District and the SEIU agree that the transportation of Nooksack Valley School District students is the primary job function of regular bus drivers and substitute bus drivers. However, both the district and the SEIU also agree that situations and circumstances occur in which other District personnel shall be allowed to transport students in District provided vehicles (non-buses), under the following conditions:

- Alternate drivers must meet the general conditions of employability as an alternate driver listed in Appendix C, Transportation - Alternate Drivers, at the end of this agreement.
- Trips:
 - Regularly scheduled, club activities, league and non-league sport day trips (defined in this section as a non over-night trip) for athletic programs calendared up to, but not including, State tournaments with less than ten (10) passengers (including the driver) shall not use more than one (1) alternate driver and one (1) district vehicle unless:
 - If there is a trip that requires less than eighteen (18) passengers and more than ten (10) passengers (including the driver) may utilize up to two (2) District vehicles with one (1) alternate drivers and one (1) regular bus driver for the trip unless a regular bus driver is not available and/or if the presence of the bus driver would cause there to be nineteen (19) passengers on the trip. If that is the case, then two (2) alternate drivers may be used for the trip, provided a Bus Driver gets paid according to the contract as if they would have been driving one of the District vehicles. This would also apply to post season up to, but not including, State Tournaments.
 - Regularly scheduled, league and non-league overnight trips for athletic programs calendared up to, but not including, State tournaments will take a bus with a bus driver.
 - Overnight athletic trips, non-athletic extracurricular activities and non-district sponsored co-curricular activities that utilize ASB club or external funding may be allowed to take up to three (3) District vehicles and only three (3) district vehicles with up to three (3) alternate drivers limited to one (1) trip per program per school year.
 - State athletic tournaments, and Athletic activities, extra curricular and co-curricular activities outside of the school year (during summer break time) that are non-District sponsored may utilize up to three (3) District vehicles with three (3) alternative drivers with no more than twenty-six (26) passengers including the driver(s).
- Prior to the start of each sports season, the SEIU representatives, transportation director, athletic director and high school principal will meet to reach consensus on van use during that season. If consensus cannot be reached, the Superintendent and the SEIU Union Representative will meet with this team to reach a solution.

- The District and the SEIU both understand and agree that District students will only be transported in vehicles that have been inspected by the Washington State Patrol (WSP) and as such are certified to transport students.

Section 21.2 Physical Exams Cost of bus driver physical examination required by the State or School District to be assumed by the District.

Section 21.3 Substitute Drivers Wages for relief or substitute bus drivers shall be paid by the School District, and not by the regular driver.

Section 21.4 Transportation Supervisor The transportation supervisor will drive only on an emergency basis and will attempt to maintain a workday that includes no more than approximately 25% work in the bargaining unit area.

Section 21.5 Clean-Up Time Each driver shall be allowed one-half (1/2) hour per week with pay for the purpose of cleaning their assigned vehicle.

Section 21.6 Needs Assessment: Bus drivers who believe a safety or health concern exists on their bus run may submit to their immediate supervisor a request for a Needs Assessment. The District will complete a needs assessment and respond to the bus driver within ten (10) workdays of the request.

Section 21.8 Advance Notice: Extra runs shall be posted on the extra run scheduling board seventy-two (72) hours in advance whenever possible.

ARTICLE 22 DISCIPLINE AND DISCHARGE

Section 22.1 Just Cause: The Employer shall have the right to discipline or discharge an employee for just cause only.

Section 22.2 Discharge: Any discharge shall be subject to the grievance procedure contained herein.

Section 22.3 Discharge Conditions: Reasons for discharge shall require at least two (2) formal warnings in writing. Such written warning shall be filed in triplicate: one (1) copy to the employee; one (1) copy to the Union; and one (1) copy to be maintained in the Employer's files. All warning notices shall have a statute of limitations of one (1) year. Any warning notice signed or received by an employee shall not be construed as an admission of guilt.

Section 22.4 Notice of Discharge: Any employee who has been discharged for just cause shall be given a written statement of the specific cause of discharge at the time of discharge or within a reasonable time thereafter.

Section 22.5 Gross Misconduct: The following reasons shall be just cause for immediate discharge:

1. Drunkenness.
2. Drinking on the job.
3. Possession of drugs.
4. Gross immoral conduct.
5. Physical abuse to others.
6. Theft or willful damage of property.

7. For the immediate safety and welfare of students.

Section 22.6 Progressive Discipline: The principle of progressive discipline shall prevail in all instances of discipline and/or discharge, consisting of the following steps; oral counseling, written reprimands, suspension without pay for three (3) to five (5) days, suspension without pay for two (2) weeks, and termination. Within the framework of Just Cause, if the severity of the misconduct warrants, the District may impose a higher level of discipline. A ten (10) day period of time shall occur between oral counseling, written reprimand and suspension without pay.

ARTICLE 23 GRIEVANCE PROCEDURE

Section 23.1 – Purpose:

- A. The purpose of the procedure is to provide a means for the orderly and expeditious adjustment of grievances of individual classified employees of the Nooksack Valley School District.
- B. Inapplicability of Grievance Provision: The provisions of Article XII of this agreement in relationship to grievances shall not be applicable to;
 - 1. The assignment of performance ratings by supervisors (evaluations).

Section 23.2 Definitions:

- A.
 - 1. A "grievance" may result from the alleged illegal and/or inequited application and/or interpretation of the State Law, of the State School Board Rules and Regulations by the School District or its representatives (directly pertaining to classified personnel).
 - 2. A "grievance" may result from an alleged misinterpretation or misapplication of school district policy, rules or regulations by the School District or its representatives (directly pertaining to classified personnel).
 - 3. A "grievance" may result from a condition, action or lack of action on the part of the school district or its representatives which a classified employee believes to be unjust or detrimental.
- B. A "grievant" is any represented classified employee who brings a grievance relating to any of the above definitions.
- C. The term "days" as utilized in this policy, shall mean consecutive calendar days.

Section 23.3 Procedure: Grievance shall be processed as rapidly as possible. The number of days indicated at each step shall be considered as maximum, and every effort shall be made to expedite the process. Time limits may be extended by mutual consent.

After Step 1, a grievant shall have the right to consult with the SEIU at any point during the attempt to resolve his/her grievance and may be accompanied by a representative at any of the meetings with the immediate supervisor, superintendent (or his/her designated representative) or the School Board. The immediate supervisor, superintendent (or his/her designated representative) or the School Board will be so informed by written letter, stating who will represent and/or accompany him/her. If the proceedings are held during the school day, released time will be granted to the grievant and one SEIU representative.

STEP 1: All grievances shall first be presented to the immediate supervisor. Every effort shall be made to resolve the grievance at this level in an informal manner.

STEP 2A: If the resolution of the grievance is not achieved at Step 1 to the satisfaction of the grievant, a formal grievance shall begin with a written complaint to the grievant's immediate supervisor. Within ten (10) days a conference between the two (2) parties shall take place at which time every effort shall be made to develop an understanding of the facts and the issues involved in the grievance in order to create a climate conducive to resolution.

STEP 2B: Within five (5) days following the conference between the grievant and his/her principal and/or immediate supervisor as prescribed in Step 2A, the immediate supervisor shall communicate his/her determination of the grievance in writing to the grievant.

STEP 3A: In the event that the grievant is not satisfied with the disposition of the grievance at Step 2 or in the event no determination is made within five (5) days after the presentation of the formal grievance, the grievant may refer the matter in writing to the superintendent of schools. A copy of the grievance shall be provided for the following: (1) superintendent, (2) principal and/or supervisor, (3) chapter president, (4) the grievant.

STEP 3B: The superintendent or his/her designated representative shall confer with the grievant and the principal or vice-principal within ten (10) days of receipt of the written grievance in an effort to reach a mutually satisfactory solution and shall communicate his/her proposed disposition of the grievance in writing to the grievant within ten (10) days of the conference.

STEP 3C: If the grievant does not appeal the grievance to the superintendent within twenty (20) days after failing to achieve satisfaction at Step 2, the grievance shall automatically be waived.

STEP 4A: In the event the grievant is not satisfied with the disposition of the grievance at Step 3, or in the event no solution is reached within ten (10) days after he/she has first met with the superintendent or his/her designated representative, the grievant may request, in writing through the superintendent, a meeting with the Board of Directors for the purpose of resolving the grievance. The Board of Directors shall, within fifteen (15) days of receipt of the request, confer with the individual at a meeting other than the regularly scheduled Board meeting to hear the grievance and attempt to reach a satisfactory solution. The Board of Directors shall communicate their proposed disposition of the grievance in writing to the grievant within ten (10) days of the conference.

STEP 4B: If the grievant does not appeal the grievance to the Board of Directors within twenty (20) days after failing to achieve satisfaction at Step 3, the grievance shall automatically be waived.

STEP 5A: If a satisfactory solution is not reached within ten (10) days after the grievant has met with the Board, the grievant shall have the right to request in writing that the SEIU submit his grievance to arbitration before an impartial arbitrator. The arbitrator shall be selected by the Public Employees Relations Commission (PERC) in accord with its rules which shall likewise govern the arbitration proceeding.

Neither the employer nor the Union shall be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have complete authority to make any decision and provide any remedy appropriate except as otherwise expressly prohibited by law or this agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment therein may be entered in any court of competent jurisdiction.

The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Union. All other costs will be borne by the party incurring them.

No reprisals of any kind will be taken by the Board or the School Administration against any represented classified employee because of his/her participation in this grievance procedure.

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

**ARTICLE 24
GENERAL CONDITIONS**

Section 24.1 Administration of Contract: Any difference in administering this Agreement over wages, hours, working conditions and any clause contained herein, shall be subject to the grievance procedure.

Section 24.2 Savings Clause: Any clause in this Agreement that is in conflict with any Federal or State laws now in existence or any law or laws that may hereinafter be passed by regular constitutional authorities, shall be amended to conform with such law. However, where the law is permissive the above clause shall not be construed to mean that provisions of this Agreement must conform to such permissive laws.

Section 24.3 Individual Negotiation Agreements: It is required that no member of the Union shall be requested, required, or allowed to make an individual contract, agreement, stipulation or affidavit, related to hours, wages, working conditions, Union membership or Union activities or any other matters which may affect his/her employment rights with the District.

Section 24.4 Labor/Management Conference Committee: A conference committee to discuss concerns pertinent to labor relations will meet with the Superintendent, on an as needed basis.

Section 24.1 Negotiations and Modifications: The hours and working conditions of this Agreement shall remain in force and effect from September 1, or until modified by the parties hereinafter stated as per Article XXIII contained herein. If either of the parties hereto desire a modification of said Agreement other than that noted above, sixty (60) days written notice must be served by the party desiring the change or modification and negotiations will proceed if and only if both parties so mutually agree.

**ARTICLE 25
LENGTH OF AGREEMENT**

THIS AGREEMENT shall remain in full force and effect from September 1, 2021 to August 31, 2023. In addition to the provisions of this agreement, the following shall apply during the term of this agreement:

In each year of the contract the wage rates will be improved on the following schedule consistent with Article 15 Wages:


Longevity Scale: The longevity scale shall have the following incremental steps with regular periodic increases (first six months, second six months, year 2, year 5, year 10, year 15, and year 20). Effective September 1, 2017 additional steps shall be added at the 25th year at 2% above year 20 and at the 30th year at 2% above year 25.

Effective September 1, 2018, employees beginning their 25th year of employment or more shall be placed at the 25th step.


Effective September 1, 2019, employees beginning their 30th year of employment or more shall be placed at the 30th step.

Signed This 3RD Day of November, 2021.


FOR THE DISTRICT:


Matt Galley
SUPERINTENDENT
Nooksack Valley School District, #506

FOR THE UNION:

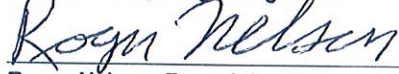

Brandon Tippy
Internal Organizer
SEIU Local 925


Kurt DeVries, Chapter President


Debbie Huskey, Chapter Vice President


Laurie Paez, Chapter Vice President


Robin Hobbs, Bargaining Team


Roger Nelson, Bargaining Team

APPENDIX A
Wage Schedule 2021-2022

	21/22 Wage Schedule	01	02	03	04	05	06	07	08	09	Sub
Schedule		1st 6 Mo	2nd 6 Mo	Year 2	Year 5	Year 10	Year 15	Year 20	Year 25	Year 30	Rates
	Custodial/Maintenance										
1	Custodian	22.61	22.92	23.05	24.24	25.03	25.81	26.44	26.96	27.50	22.61
2	K-5 Head Custodian	23.63	24.04	24.20	25.28	26.42	27.28	27.90	28.46	29.03	
3	Middle School Head Custodian	24.70	24.95	25.14	26.06	27.41	28.39	29.21	29.79	30.39	
4	High School Lead Custodian	24.08	24.60	24.58	25.46	26.89	27.84	28.53	29.10	29.68	
5	High School Head Custodian	25.32	25.60	25.78	26.86	27.92	28.85	29.55	30.14	30.74	
6	Grounds	24.97	25.16	25.40	26.74	27.59	28.40	29.09	29.67	30.26	
7	General Maintenance Experienced	28.31	28.51	28.76	30.22	31.21	32.14	32.96	33.62	34.30	
	Custodial/Maintenance Seasonal (a)	19.22									
	Administrative Assistants										
15	Administrative Assistant Level 1	21.43	21.76	21.80	22.83	23.92	24.89	25.34	25.85	26.36	21.43
16	Administrative Assistant Level 2	22.37	22.75	22.79	23.84	24.97	26.02	26.50	27.02	27.57	
	Transportation										
17	Mechanic	29.52	29.71	30.09	31.74	32.62	33.54	33.94	34.62	35.31	29.52
18	Bus Driver	24.69	24.69	24.69	26.11	26.82	27.74	28.25	28.82	29.39	24.69
21	Transportation Dispatcher	25.77	26.00	26.28	27.63	28.48	29.20	29.67	30.27	30.87	
	Para Educators										
8	Para Educator 1	18.48	18.59	18.87	19.83	20.78	21.69	22.15	22.60	23.05	18.48
22	Para Educator 2	18.91	19.05	19.32	20.29	21.22	22.17	22.65	23.10	23.56	
9	Para Educator 3	19.35	19.51	19.77	20.75	21.66	22.66	23.14	23.60	24.07	
10	Para Educator 4	19.93	20.28	20.44	21.49	22.47	23.54	24.11	24.59	25.08	
13	Para Educator 5	26.17	26.21	26.74	28.22	29.62	31.03	31.72	32.35	33.00	
	Food Service										
11	Head Cook	20.37	20.54	20.80	21.86	22.55	23.34	23.91	24.39	24.88	
12	Assistant Cook	17.55	17.99	18.29	19.23	19.83	20.53	21.02	21.44	21.87	17.55
	Security										
23	Security	18.48	18.48	18.48	18.66	18.85	19.03	19.32	19.71	20.10	18.48
	(a) See Bargaining Agreement for summer work pay rate eligibility										

APPENDIX B
CLASSIFICATION PAY LEVELS 2021/2022

Custodial/Maintenance		
	Level 1	Custodian
	Level 2	HS Lead Custodian
	Level 3	K-5 Head Custodian
	Level 4	Middle School Head Custodian
	Level 5	High School Head Custodian
	Level 6	Grounds
	Level 7	General Maintenance
	Level 8	Experienced Custodial/Maintenance Seasonal
Paraeducators		
	Level 1	General Paraeducator
	Level 2	Resource Paraeducator
	Level 3	Life Skills Paraeducator (including Community Transitions Program)
	Level 4	ELL Specialist, Library Specialist
	Level 5	Braille specialist, Sign Specialist
Food Service		
	Level 1	Assistant Cook
	Level 2	Head Cook
Office Personnel		
	Level 1	Office Assistant, Administrative Assistant, High School Attendance
	Level 2	Building Administrative Assistant , High School Registrar, Transportation Administrative Assistant
Transportation		
	Level 1	Bus Driver – Trip Rate
	Level 2	Bus Driver
	Level 3	Mechanic
Security		
	Level 1	High School Security Officer

APPENDIX C

TRANSPORTATION – ALTERNATE DRIVERS

Anyone wishing to drive students in school district vehicles (non-buses) must have the following certification training. This certification is accepted by Risk Management and required by the Nooksack Valley School District.

Alternate drivers shall not be allowed to transport students to and from school.

Alternate drivers will be trained in the following:

- ✓ Pre & Post trip inspection of the vehicle. (Lights, glass, tires, safety equipment, seat belts, etc)
- ✓ Defensive Driving-obey all traffic laws and rules of the road. (driving w/lights on, RR crossings, etc)
- ✓ Loading and unloading of students (with student safety in mind)
- ✓ Emergency situations: Accident behavior, warning devices, student safety and injuries
- ✓ Safety equipment – fire extinguisher, warning triangles, first aid kits, etc.
- ✓ Must be at least twenty-one (21) years of age.

Alternate drivers must meet the following requirements:

- ✓ Must have a valid Washington State Drivers License
- ✓ Must be a current Nooksack Valley School District employee
- ✓ Driving Abstract
 - Required annually and must be in Transportation file prior to driving)
 - No more than two speeding infractions in a three (3) year period of more than ten (10) miles per hour over the posted speed limit. Anything over this limit automatically disqualifies the driver.
 - Any traffic violation that results in a citation with students present in a District vehicle is an automatic suspension for twelve (12) months.
- ✓ Criminal record check (fingerprints cleared through WSP and the Nooksack Valley School District)
- ✓ Disclosure Statement – submitted annually
- ✓ Current First Aid Card (updated bi-annually)
- ✓ Type 2 Physical form (submitted annually)
- ✓ Alternate Driver (Type 2) Certification is good for one year.
- ✓ Alternate drivers involved in a moving vehicle accident while driving a district vehicle shall be subject to a drug test.