

2010-11

**COLLECTIVE BARGAINING  
AGREEMENT**

Between

**WASHINGTON COMMUNITY  
SCHOOL DISTRICT**

And

**SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 199**

**Effective July 1, 2010 to June 30, 2011**

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**ARTICLE 1  
RECOGNITION AND DEFINITIONS**

1.1 This agreement is entered into between the Board of Directors of Washington Community School District, hereinafter referred to as the "Employer" and Local 199 of the Service Employees International Union, hereinafter referred to as the "Union."

1.2 The Washington Community School District hereby recognizes Local 199 of the Service Employees International Union as the exclusive bargaining agent for all personnel as set forth in the PERB certification instrument (Case 5353) issued by the Public Employment Relations Board on the 13<sup>th</sup> day of November, 1995.

The bargaining unit includes all regular non-certified employees: Custodial and maintenance, food service, clerical, regular route bus drivers and service and maintenance mechanics and paraprofessional employees employed by the District.

The bargaining unit excludes all certified employees, food service supervisor, building and grounds supervisor, transportation supervisor and other supervisory employees, superintendent's secretary, business manager's secretary, high school principal's secretary, junior high principal's secretary and elementary principal's secretary and other confidential employees, temporary employees and all other employees excluded by Section 4 of the Act.

1.3 As used herein, the term "employee" shall mean all persons described in the bargaining unit set forth above.

1.4 "Supervisor" shall mean all persons described in the bargaining unit will be supervised by the immediate supervisor and/or the building principal.

**ARTICLE 2  
WORK DAY AND PROBATION**

**2.1 WORK DAY AND WORK WEEK**

The work day and work week of employees will be determined by the employee's supervisor and may be changed as the need arises.

**2.2 LUNCH PERIOD/BREAKS**

All eight (8) hour employees shall receive one (1) fifteen (15) minute paid break for each four (4) hours worked. These breaks will be in addition to the unpaid duty free lunch period.

Employees working six or more hours per day will receive an unpaid duty free lunch period of at least thirty (30) minutes and not to exceed one (1) hour subject to scheduling changes and unplanned interruptions.

Employees, due to an unforeseen event, who are prevented from returning to their home at night due to working school sponsored event shall be compensated for the cost of their meals and lodging for the time spent away from home.

### 2.3 PROBATION

All new employees shall be subject to the serving of a probationary period which shall be considered as part of the examining process.

- (A) The probationary period for all new employees shall be ninety (90) calendar days (excluding summer recess days).
- (B) Probationary employees may be separated for any cause by the District during the probationary period without appeal. The District may discharge any such probationary employee without notice to the Union.
- (C) Probationary employees shall not be entitled to any provisions or fringe benefits under the terms of this Agreement but will be able to accrue those benefits back to their date of hire once the probationary period has been completed. No benefits will be retroactive to the probationary period, and no probationary employee shall receive any payment for any leave taken during the probationary period.

### 2.4 EARLY RELEASE/LATE START

Employees shall be allowed to make up hours missed, if approved by the employee's supervisor, on late starts or early outs during that pay period providing it does not cause overtime or extra time for that employee. Employees may choose to use leave time paid or unpaid to make up these hours.

## ARTICLE 3 COMPENSATION

### 3.1 PAY

Employees will be paid in accordance with Appendix A on the 15<sup>th</sup> and 29<sup>th</sup> of each month. When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive direct deposit of their paychecks on the last previous working day. All employees shall be required to use direct deposit unless they have an objection, then they will be paid by check which they can pick up at the Central Office.

### 3.2 Employees will be paid on a twelve (12) month basis.

**ARTICLE 4  
OVERTIME**

- 4.1 Time and one-half (1 ½) shall be paid for all work performed after forty (40) hours in one (1) regular work week or on Saturdays and Sundays.
- 4.2 Twice the regular rate, in addition to the holiday pay, shall be paid for all work performed on holidays.

**ARTICLE 5  
PAYROLL DEDUCTION**

- 5.1 Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Board an assignment form authorizing payroll deductions for Union dues and withdrawal fees. The form of the assignment is attached hereto as Appendix B. The Union has the responsibility of collecting the Union authorization forms and providing a list of employees for whom dues are to be deducted, indicating the amount to be deducted. These forms are to be presented to the business office prior to the first day of the month in which they are to become effective.
- 5.2 The authorization for dues deduction shall continue in effect unless revoked by the employee in writing by thirty (30) day notice to the board secretary. Deductions will discontinue in the pay period following receipt of such notice.
- 5.3 The Board shall transmit to the Union the total monthly deduction for dues within thirty (30) days following each regular pay period to the individual designated by the Union. Any employee who is a member of the union may make voluntary payroll deductions to the Committee On Political Education (COPE). The amount of the deduction will be determined by the employee and the employer will implement said amount within (30) calendar days from notification. Contributions to the (COPE) shall be submitted to the Union along with the Union dues. Authorization for COPE deductions shall remain in effect unless revoked by the employee in writing pursuant to Article 5.6.
- 5.4 The District will allow deductions for tax-sheltered annuities provided that written application therefore is on the file with District Board Secretary on the approved District form.
- 5.5 The Union, its successors or assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages, or judgments brought or issued against the Employer as a result of any action taken by the Employer at the request of the Union or by reason of action taken in reliance on individually authorized deduction forms furnished to the Employer by the Union.

- 5.6 Any changes by the Union in the dues structure and subsequent change in deduction will be communicated to the District by the Union at least thirty (30) days prior to when the change will go into effect.

**ARTICLE 6  
INSURANCE**

- 6.1 Forty hours per week, twelve months per year, employees will receive \$22,500 of term life insurance coverage, and the District shall pay for a single coverage plan up to \$358.34 per month for group medical and up to \$34.00 per month for dental insurance coverage. If allowed by the carrier all forty hour per week, twelve months per year, employees may purchase additional term life insurance coverage provided the total amount does not exceed \$50,000.
- 6.2 The District will provide a Section 125 plan, to which employees may contribute for the purpose of paying uninsured medical expenses, the costs of dependent care, etc.

**ARTICLE 7  
LEAVES OF ABSENCE**

- 7.1 All employees shall be entitled to the number of sick leave days for personal illness or disability according to the following schedule, with the exception of new hires after the beginning of the school year whose leave shall be determined on a pro rata basis:

Each year of employment	15 days
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Sick leave days shall be granted for each consecutive school year of employment as of the first official day of said school year unless the maximum accumulation has been reached. The Board may require such reasonable evidence as it may desire confirming the necessity of such leave. Unused sick leave shall be accumulated from year to year up to a maximum of 115 days. The minimum usage of sick leave shall be a half day.

Upon completion of the school contract year, employees who are eligible for sick leave as of the end of the contract year and have a remaining balance of sick leave of one hundred fifteen (115) days shall be paid one hundred dollars (\$100.00). If the remaining sick leave balance is between one hundred ten (110) and one hundred fifteen (115) days, the employee shall be paid fifty dollars (\$50.00). Those employees who have used any unpaid leave shall have those days deducted from the above calculated incentive. They will not lose the actual sick days. Payment shall be made on the August paycheck, or otherwise mutually agreed upon time decided by the Superintendent and the Union President.

7.2 NOTIFICATION OF ACCUMULATION

An employee may review the official accounting of personal accumulated sick leave days at any reasonable time.

7.3 An employee eligible for sick leave, with pay, may use such sick leave upon approval of the Superintendent, or designee, for absence due to illness, injury, exposure to contagious disease (if directed by a physician to remain away from work), or due to a major illness. An employee requesting sick leave shall inform the Superintendent, or designated supervisor, on duty at the place of employment, of the fact and the reason therefore.

7.4 The official sick leave record shall be maintained at the school district business office.

7.5 JOB INJURY SICK LEAVES

The Board may pay the employee the difference between the employee's net salary as determined from the Salary Schedule (Article 4) and the salary replacement benefit received under Workers' Compensation insurance during the period of receipt of such benefits. This may be taken from the employee's sick leave only with permission of the employee. The employee must notify the District in writing of the option at least fifteen (15) days prior to the next pay period. If the option is not chosen, the employee will receive only the workers' compensation payment. Leave entitlement as provided in this Agreement shall be reduced one (1) day for each day of absence.

7.6 FUNERAL LEAVE

Up to a maximum of two (2) days of leave shall be granted to attend the funeral of an employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, great grandparent, and grandparents-in-law. Up to a maximum of five (5) days of leave shall be granted to attend the funeral of an employee's parent, sibling, grandchild, stepparent, stepchild, and parent-in-law. Employees shall be granted up to ten (10) days of leave to attend the funeral of a spouse or child. In all cases of funeral leave, the employee shall be paid for those days the employee would have been otherwise scheduled to work. In the event of the death of an aunt, uncle, niece or nephew, the employee may have up to one day of leave without salary deduction.

#### 7.7 PERSONAL BUSINESS/OBLIGATION

At the beginning of every school year each employee shall be credited with two (2) personal days, accumulative to four (4), which may be taken without giving written or oral explanation to school administration. Application for leave must be given in writing to his/her supervisor at least five (5) working days prior to the leave day unless waived by his/her supervisor. A personal day may not be used to extend a holiday or vacation nor can they be used on an in-service day, unless this limitation is expressly waived by the employee's supervisor. The use of these days shall be acknowledged unless the total number of absentees would adversely affect district operations. Additional days without pay may be granted at the sole discretion of the Superintendent.

#### 7.8 JURY DUTY

Employees serving on any jury shall be provided such time and paid the difference in salary between jury pay and his/her regular salary while in such service. If the employee is discharged from the jury before the work day ends, he/she must report immediately to the Employer for work. This shall be construed to mean pay for the regular working hours of the employee selected for such jury duty.

#### 7.9 PROFESSIONAL LEAVE

Any employee desiring to attend a seminar or conference may apply to the Superintendent for permission to attend such seminar and conference and, if approved by the Superintendent, shall receive his/her regular pay for the day or days they attend such seminar or conference and shall also receive reimbursement as follows:

1. Transportation shall be by school owned vehicle when possible, or gasoline expense only when, by personal preference, a personal car is used. When no school transportation is available, mileage for travel will be 25 cents per mile.
2. Overnight housing will be provided only when authorized.
3. Meal allowance – actual amount spent up to \$25.00 per day with a maximum of \$75.00 for any state conference. Request for reimbursement must be accompanied with receipts.
4. Registration fees – actual amount spent up to \$150.00.

#### 7.10 FAMILY ILLNESS

1. A leave of not more than five (5) days in one (1) contract year will be granted where members of the immediate family are hospitalized, or serious or critical illness of a member of the immediate family, calling for the services of a physician of such emergency nature that the immediate presence of the employee is required during the working day, or the presence of the employee is requested in a case of terminal illness. Lost time will not be deducted from sick leave.
2. The "immediate family" is defined as: father, mother, brother, sister, husband, wife, child, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandchild, step-parent and step-child. Verification of illness as defined may be requested by the Administration.
3. An employee may use up to three (3) immediate family illness days when their child is ill at home, but the illness is not considered an emergency, and the presence of the employee is considered necessary by the employee. If the ill child is age 12 or less the balance of the immediate family illness days may also be used to care for the child, however, not more than two of the five days may be used consecutively.
4. Additional days may be granted by the Superintendent or his/her designee in extreme situations.

#### 7.11 OTHER LEAVES

The Employer, at its sole discretion, may authorize special leaves of absence with or without pay. The granting or denial of this leave is not grievable.

#### 7.12 EFFECT OF LEAVES ON SENIORITY

Approved leaves of absence without pay shall not affect seniority.

#### 7.13 MATERNITY PROVISIONS

Maternity shall be treated as any other illness or disability.

#### 7.14 FAMILY MEDICAL LEAVE

Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations implementing the Act.

7.15 UNION LEAVE

Each year up to eight (8) days of paid leave shall be available to the Union for its representatives to attend conferences, conventions, or other activities of the local, state and national affiliated organizations. The employee(s) to be absent will give at least five (5) school days prior notification to his/her supervisor or the superintendent's designee. The Union agrees to reimburse the District for the cost of substitutes hired to replace absent employees.

Long term Union leave may be requested by any employee elected to an office in, or employed as an agent of, Local 199. Long term Union leave may be for a period of up to one year, renewable upon request. Long term Union leave will be approved if it is compatible with the operational needs of the District.

**ARTICLE 8  
VACATIONS**

8.1 All regular full-time employees on regular work year (52 weeks) shall be granted vacation time at their established rates under the following schedule:

Less than 12 months employment	0 weeks
1 – 7 years employment	2 weeks
8 – 14 years employment	3 weeks
15 – 24 years employment	4 weeks
25 years and over employment	5 weeks

8.2 The Superintendent, or designee, shall approve all vacation leave. Final decisions as to the number of employees on vacation at any time, for any shift or classification, as to any vacation dates is subject to the approval of the Superintendent or designee.

8.3 Employees who work part-time or only when school is in session shall not be eligible for vacation pay.

8.4 Vacation is to be used in the year it is earned. However, if the Superintendent determines that an employee has been unable to use all of his/her vacation in the year in which it is earned, for legitimate reasons, the Superintendent may permit the employee to carry over up to one week of vacation into the next year.

**ARTICLE 9  
HOLIDAYS**

9.1 All 12 month employees shall receive their regular compensation for the following holidays:

½ day for New Year's Eve  
New Year's Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving  
½ day for Christmas Eve  
Christmas Day

Custodians and mechanic will be paid for Good Friday.

Those employees who work only during the regular school year will be paid for ½ day for New Year's Eve, New Year's Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, ½ day for Christmas Eve, and Christmas Day.

These days will appear on their time cards as if regular hours were worked and they will be paid accordingly. Regular hours would be determined by the average day (not additional evening events) hours worked during the other days of the month in which the holiday falls.

If students are scheduled for classes on any of the above listed holidays, the District will designate a different day as a holiday.

## **ARTICLE 10 SENIORITY**

### **10.1 DEFINITION AND SENIORITY DATE**

Seniority is the continuous length of service with the District.

The seniority of an employee is determined by the length of service computed in years, months, days from the date of the beginning of his/her last continuous employment.

### **10.2 SENIORITY LIST**

The District shall maintain a list of the employees within the unit showing the names of all employees in the order of their seniority ranking. A copy of such list shall be furnished to the President within thirty (30) days after the effective date of this Agreement and whenever revised by insertion within the checks. Protest of, errors in, or omissions from such list must be made in writing to the District within thirty (30) days from the date of the furnishing of such lists and revisions thereof. If no protests are made within the thirty (30) day period, the list will be considered accurate and no further appeal or grievance will be permitted.

### 10.3 LOSS OF SENIORITY

An employee shall lose all seniority rights under this Agreement for the following reasons:

1. Voluntary quit or retirement.
2. Discharge.
3. Failure to secure proper leave of absence, or failure to return by the expiration date of leave of absence or extension thereof, properly granted.
4. Not recalled within the time period allowed.
5. Failure to return after being recalled from layoff.

## **ARTICLE 11 PHYSICAL EXAMINATION**

Any employee hired after 7-1-07 must pass a physical examination to be employed by the Washington Community School District. The expense of the physical is the employee's with the exception of physicals for bus drivers. Drivers will be reimbursed up to \$85. A physical form will be provided by the District. The following are the steps to be taken when obtaining a required physical:

1. If the employee is not covered by District provided insurance, they shall receive the lesser of the cost of the physical or \$85.00, which is the maximum amount Family Practice of Washington has agreed to charge for a District required physical. When a DOT physical is required, the District will pay \$111 plus \$18 for the cost of the TB test when required.
2. The employee must return his/her physical form, a paid receipt from their doctor's office showing the charges for the physical and an insurance statement showing the amount covered, if applicable. The District will pay the lesser of the out of pocket expense or \$85.00.

## **ARTICLE 12 ASSIGNMENT, TRANSFER AND POSTING OF JOB VACANCIES**

### 12.1 VOLUNTARY TRANSFER AND ASSIGNMENT

A new hire must have spent at least thirty (30) working days in an assignment before requesting a transfer.

Teacher's Aides who are certified teachers who replace an absent teacher for a full day shall be paid at the same rate as a substitute teacher. An employee assigned to perform work in a higher classification for three or more days shall be paid at the higher classification pay rate from the beginning of the time they begin performing the higher classification work.

## 12.2 POSTING OF JOB VACANCIES OR NEW JOBS

The Employer agrees to post a notice of each job vacancy or new job that occurs provided that the vacancy is in the job classification which will be filled for one hundred (100) days or longer. The notice of permanent job openings will be posted on the District web-site as well as a designated bulletin board in each of the school buildings for a period of five (5) working days.

The District reserves the right to re-post a vacancy if the original posting was incorrect. All postings will include the qualifications for the position, including any licenses or certifications that are required, as well as location and shift assignment of the position, and the length of the work day and work year, as well as any other pertinent information. Any employee can request a transfer to the job opening by submitting a written request to the supervisor designated on the posting. All qualified internal applicants will be interviewed. Employees will be notified in writing of the disposition of their requests for transfer.

If there is more than one bidder for the job, it shall be assigned to the most qualified bidder who meets the qualifications described in the posting and possesses the skill and ability necessary to perform the work as determined by the District. If two or more bidders are determined by the District to be relatively equally qualified, the job shall be awarded to the bidder having the greatest seniority with the District.

Vacancies will be filled within fourteen (14) days of the end of the posting period, if there is a qualified bidder, whenever practical.

No employee shall be allowed more than one (1) job change in a six (6) month period unless it is otherwise mutually agreed upon between the District and the Union.

## 12.3 PROBATION ON A NEW JOB

In the event an employee bids and is awarded a position, the employee shall serve a ninety (90) day probation period unless the supervisor waives the probation after 30 days based on the job performance/evaluation. An employee who has served his/her initial probationary period with the District will not be required to work at the probationary rate of the new position during this period.

### **ARTICLE 13 STAFF REDUCTION PROCEDURE**

13.1 Staff reduction will be considered within each job classification category of employees as follows: Custodian and Van Driver; Laundry; Bus Driver;

Maintenance and Building & Grounds; Food Service; Secretarial; Regular Aides; Certified Aides; Special Education Aides.

The Board shall take into account the following factors in making its decision:

- STEP 1. Normal attribution resulting from employees retiring, resigning, or voluntary reduction, new or first time probationary employees in the job classification may be relied upon to the extent it is administratively feasible.
- STEP 2. Employees within the classification selected for layoff will be compared using the following factors:
- Seniority
  - Work Record
  - Skills

These factors may not have equal importance in each case. When that situation occurs an explanation will be provided by the administration. (For example, skills might be more important because an employee has a license as an electrician or is qualified to work on a boiler, special education aide working with one specific child, etc.)

Employees who are laid off shall have one (1) year of recall to the category from which they were laid off.

- 13.2 The employee who is to be recalled will be notified by certified mail to his/her last known address. The employee must respond by certified mail (or by a written hand-delivered response) to such notice within five (5) days after receipt thereof, and actually report to work in ten (10) days after receipt of notice unless mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all recall rights under this Agreement.
- 13.3 All employees on a layoff status shall retain the seniority and prior longevity that they had when they were laid off. They will not continue to earn any benefits while on layoff.

#### **ARTICLE 14 GRIEVANCE PROCEDURE**

##### **14.1 PURPOSE**

- (A) The purpose of this procedure is to secure at the earliest possible level, equitable solutions to the problems which may from time to time arise under this agreement. Both parties agree that these proceedings will be

kept informal and confidential and may be appropriate at any level of this procedure.

- (B) At all steps of a grievance, the Employer and Union shall have the right to have representatives attend any meeting required to resolve the grievance.
- (C) All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the grievant and their Union representative heretofore referred to in this Article, meeting with the appropriate management designee(s).
- (D) It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his or her representative shall be conducted so as to result in no interference with or interruption of work. The Board shall solely determine whether an interference has occurred.
- (E) If an employee files any claim in any form other than the grievance form set forth in this Agreement, then the District shall not be required to process the same claim or set of facts through the grievance procedure.
- (F) The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. The failure of the grievant to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. A supervisor or administrator's failure to give a decision within the prescribed time limits shall permit the grievance to proceed to the next step. The time limits may be extended by mutual agreement.
- (G) If any action deadline falls on a weekend or a holiday, the deadline will automatically be moved to the next business day.

#### 14.2 DEFINITIONS

- (A) **Grievance:** A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
- (B) **Grievant:** As used herein, a "grievant" is the employee making the allegation or Union representative in defense of the contract.

#### 14.3 PROCEDURES

- (A) **Step 1: Informal** – Within ten (10) days after the occurrence of an event giving rise to a grievance, the employee involved shall discuss the matter

with the immediate supervisor, with the object of resolving the matter informally.

- (B) Step 2 – If the grievance cannot be resolved informally in Step 1, the grievant may file a grievance in writing, stating the nature of the grievance, reciting the specific clause or clauses of this Agreement allegedly violated and shall specify with particularity the remedy sought. The grievant shall present this written copy to the District Administrator assigned to that area within seven (7) days of the date of the Step 1 meeting.
- (C) The District Administrator assigned to that area shall make a decision on the grievance and communicate it in writing to the employee, including a copy for the Union, within ten (10) days after the receipt of the written grievance.
- (D) Step 3 – If the grievance was not settled at Step 2, it shall be referred to the Superintendent and Business Representative for a meeting in the Superintendent's office in an effort to settle the grievance within ten (10) days of the Step 2 response unless mutually agreed otherwise. The Superintendent shall send his answer to the Union within ten (10) days. A copy shall be furnished to the grievant.
- (E) Step 4 – If the grievance is not resolved satisfactorily at Step 3, the grievance may be submitted to final and binding arbitration with written permission of the employee. To enter such arbitration, the Union shall submit a written request on behalf of the grieving employee(s) to the Superintendent of Schools, within twenty (20) days from the receipt of the Step 3 answer. If a demand for arbitration is not filed within twenty (20) calendar days of the third step reply, then the grievance will be deemed settled on the basis of the third step answer.

Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below:

1. The Public Employment Relations Board shall be requested by either or both parties to provide a panel of five (5) arbitrators.
2. Both the Employer and the Union shall have the right to reject two complete panels and to strike two names from the third panel.
3. A flip of a coin will determine which party will strike the first name; the other party shall then strike on a name. The

process shall be repeated and the remaining person shall be the arbitrator.

4. PERB shall be notified and requested to appoint the individual whose name remains on the list as arbitrator to hear the case.

(F) The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof.

1. The decision of the arbitrator shall be final and binding on all parties to this Agreement and any employee involved in this dispute. Any award resulting from the arbitrator's decision shall not be retroactive beyond the date on which the action causing the grievance first occurred.
2. The decision of the arbitrator shall be binding on the parties. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply interpretation of the provisions of this Agreement on the settlement of issues and grievances arising hereunder.
3. The expense and fees of the arbitrator shall be shared equally by the parties. Each party shall pay their own cost of representation and cost of their witnesses or the cost of securing a deposition from the witnesses.

#### 14.4 REPRESENTATIONS

(A) The grievant may be present at all meetings, and at the option of the grievant, may be represented at such meetings by a representative of the Union. The employee may have a representative at any meeting.

### **ARTICLE 15 EMPLOYEE EVALUATION**

New employees shall be evaluated in writing by the appropriate administrator or designee at least two (2) times during the first six (6) months of employment. Thereafter, employees shall be evaluated in writing at least one (1) time per year.

A written evaluation shall be based on an assessment of the employee's overall performance.

The administrator or designee shall hold a conference with the employee and the employee shall receive a copy of the written evaluation. The completed evaluation form shall be signed by both parties at the time of the conference. The employee shall have the right to respond, in writing, to the evaluation within seven (7) calendar days after the conference. The employee's written response shall be attached to the file copy of the evaluation.

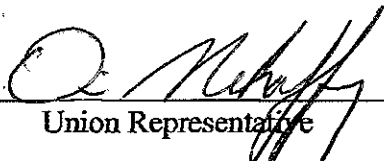
**ARTICLE 16  
COMPLIANCE CLAUSE AND DURATION**


- 16.1 A one (1) year contract. Effective July 1, 2010 to June 30, 2011.
- 16.2 The District will print the customary copies of this contract and the Union will reimburse the District for one half of the cost of printing within thirty (30) days of billing by the District.

Signed this 31<sup>st</sup> day of March, 2010.

LOCAL 199 SERVICE EMPLOYEES  
INTERNATIONAL UNION

By   
President, Local 199

By   
Union Representative

By   
Chapter President

WASHINGTON COMMUNITY  
SCHOOL DISTRICT

By   
School Board President

By   
Chief Negotiator

**2010-2011  
APPENDIX A**

A wage freeze for the duration of this contract (1 year).

<b>Classification</b>	<b>Wage Rate</b>
Custodian & Van Driver (Full Time)	\$13.56
Custodian & Van Driver (Part Time)	\$14.29
Laundry	\$12.33
Building & Grounds; Maintenance	\$13.67
Cook	\$11.55
Head Cook	\$12.71
Secretary	\$11.76

**Associates:**

Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
\$10.85	\$10.95	\$11.04	\$12.36	\$13.82	\$10.53	\$12.36

Class 1: 1.7 Special Ed associate and regular Ed associate.

Class 2: 2.4 Special Ed associate & computer lab associate & study hall associate.

Class 3: 3.6 Special Ed associate.

Class 4: Study Hall Associate (grandfathered-current associates only).

Class 5: Language or Hearing Impaired Associate.

Class 6: Bus Associate.

Class 7: Special Ed Part B Funds Aides.

Associate with a Level I certification will receive an additional \$0.40/hour.

Associate with a Level II certification will receive an additional \$0.65/hour.

**Bus Drivers:**

Brighton Activity: \$23.02 per trip

Regular routes: \$29.07 per trip

Extra time: \$12.37 per hour

Longevity:	<u>Years</u>	<u>Annual payment (non-cumulative)</u>
	After 5 years	\$250
	After 10 years	\$300
	After 15 years	\$350
	After 20 years	\$400

Longevity bonuses will be paid by separate check on the last pay day in November. Longevity bonuses will be based on continuous years of service from date of hire in accordance with Article 10.3 Loss of Seniority.

Shift Differential: Evening Shift employees will receive \$0.25/hour as a shift differential. "Evening shift" is any shift that begins between the hours of 2:00 p.m. and 6:30 p.m.

District will split cost (50/50) of newly imposed bus driver certification endorsement (excludes all current certification costs).

**APPENDIX B**

\_\_\_\_\_  
Last Name (Please Print)

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Middle Initial

**APPLICATION FOR MEMBERSHIP  
SERVICE EMPLOYEES INTERNATIONAL UNION  
Union Local No. 199**

I hereby request and accept membership in Local 199, and authorize said Union to represent me and, in my behalf, to negotiate and conclude any and all agreements as to wages, hours and other conditions of employment. This full power and authority to act for the undersigned supersedes and cancels any power and authority heretofore given to any person or organization to represent me. I agree to be bound by the Constitution and Bylaws, and the rules and regulations of the International and the Local, and by any contracts that may be in existence at the time of this application or that may be negotiated by the Union.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State, Zip No. \_\_\_\_\_ Employer \_\_\_\_\_

Home Phone \_\_\_\_\_ Social Security No. \_\_\_\_\_

Classification of Work \_\_\_\_\_ Hire Date \_\_\_\_\_

Birth Day \_\_\_\_\_ Age \_\_\_\_\_ Witness \_\_\_\_\_

**CHECK-OFF AUTHORIZATION AND ASSIGNMENT**

I, the undersigned, hereby authorize my employer to deduct from my wages each and every month and pay to Service Employees Local 199 a service fee in an amount equal to the initiation fee and monthly dues of Local 199, as those amounts may be established from time to time by the Local Union.

I authorize these deductions for and in consideration of the Union's activities in representing me with respect to collective bargaining and without regard to my present or future membership in Local 199. This authorization and assignment shall be irrevocable for the terms of the applicable collective bargaining agreement between my employer and Local 199, or for one year, whichever is lesser unless I given written notice of my desire to revoke same by certified mail to Service Employees Local 199 and my employer at least 30 days and not more than 75 days before any periodic renewal date of this authorization and assignment.

Name of Firm Where You Are Employed \_\_\_\_\_

Signature \_\_\_\_\_

Witness \_\_\_\_\_