

**Service Employees  
International Union  
(SEIU – Local 925)  
Agreement**

**September 1, 2005 – August 31, 2008**

*Collectively Bargained by and Between*

**SERVICE EMPLOYEES INTERNATIONAL UNION,  
Local 925  
And the  
RENTON SCHOOL DISTRICT No. 403**

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**AGREEMENT BETWEEN  
RENTON SCHOOL DISTRICT NO. 403  
AND THE  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 6  
September 1, 2005 – August 31, 2008**

**THIS AGREEMENT** is by and between the Renton School District No. 403 (**District**) and the Service Employees International Union Local 925 (**Union**), for the purpose of governing their labor relations by fixing the following scales of wages, schedules of hours, and conditions of employment for the custodians and grounds maintenance personnel employed by the District.

**ARTICLE I**

**UNION RIGHTS**

**1.1 Union Sole Bargaining Agent**

1.1.1 The District agrees to recognize the Union as the sole bargaining agent for the custodians and grounds maintenance personnel within the classifications hereinafter mentioned and to deal with the representatives of the Union with respect to wages, hours and working conditions, and adjustment of grievances arising under this Agreement.

**1.2 Dues Deduction**

1.2.1 Upon receipt of an individually signed authorization card supplied by the Union to the employee, the District shall deduct from the pay of such employee the amount of dues as certified by the bargaining agent to be uniformly required as a condition of membership in the Union, and shall transmit the same to the Union each month.

1.2.2 Such authorization will be continuous from one Agreement to the next, except in the case of termination or resignation.

1.2.3 Dues deductions authorization by the employee shall be on a form approved by the parties to this Agreement.

1.2.4 The Union will indemnify, defend and hold the District harmless against any claims made and any suits instituted against the District on account of any checkoff of Union dues. The Union agrees to refund to the District any amounts paid to it in error on account of the checkoff provision upon presentation of proper evidence thereof.

**1.3 Pertinent Data**

The District shall make available to the Union the monthly Board Agendas, which will contain changes in employment status of employees covered by this Agreement; i.e., new hires, transfers, promotions, demotions, termination, etc., and upon request, other pertinent data regarding employees in the unit that is normally prepared by the

District, including a list of names, work locations, addresses, and home telephone numbers if available, job title and hire date.

**1.4 Building Access**

The Business Agent for the Union may have access to all buildings covered by this Agreement to discharge his/her duties as the representative of the Union; **PROVIDED**, the principal or his/her representative is notified in advance, and **PROVIDED FURTHER**, that the employees are not disturbed in the performance of their duties.

**1.5 Bulletin Boards**

The District will make available suitable space at each school for the exclusive use of the Union for posting notices of its meetings, elections, recreational and social affairs, reports of Union committees, and rulings and policies of the Union. Notices and announcements shall not contain anything political or reflecting upon the District, any of its employees or any labor organizations among its employees.

**1.6 District Mail**

The Union shall have access to the District's employee mail boxes for notices of its meetings, elections, recreational and social affairs, reports of Union committees, and rulings and policies of the Union. Notices and announcements shall not contain anything political or reflecting upon the District, any of its employees or labor organizations among its employees. The Union agrees to make every attempt to assure that "bulk mailing" will be responsible and will reflect general standards of good taste.

**1.7 District Buildings**

The Union shall have access to District buildings and meeting rooms for the purpose of holding bargaining unit or committee meetings. There shall be no rental or service fee charged for weekday use of available facilities. Saturday or Sunday use of facilities will require a charge for an on-duty District employee.

**1.8 Shop Stewards**

1.8.1 The District agrees that the Union will be permitted to appoint shop stewards.

1.8.2 The duties of the shop steward shall not interfere with the regular work assigned to that individual by the District, **EXCEPT** that shop stewards shall be allowed to leave their place of work when authorized to do so by the Director of Personnel or the Custodian/Grounds Manager to be present with and represent any employee, at the employee's request, when the employee is being subject to disciplinary action, possible termination, or grievance.

## 1.9 Committees

- 1.9.1 A Negotiating Committee not to exceed six (6) persons may be selected by the Union, **PROVIDED** that observers and/or specialists may attend table negotiations from time to time.
- 1.9.2 The District will work with employees serving on the Negotiating Committee, the Safety Committee, and other committees to adjust, if it can be mutually determined appropriate, a shift change to facilitate committee members' participation.
- 1.9.3 Negotiations sessions shall be held at a time and place mutually agreed to by the District and the Union, including time outside of normal working hours, when necessary.
- 1.9.4 Employees acting as Union Representatives at meetings called by the District, other than negotiations sessions, shall be released from work duties with pay to attend when such meetings are held during normal working hours.
- 1.9.5 A committee of employees will be appointed by the District in an advisory capacity on trial and selection of new equipment and supplies as deemed appropriate by the District.
- 1.9.6 A union-designated safety representative shall serve on the District Safety Committee. Employees shall be encouraged to report safety concerns to the safety representative. Concerns brought to the attention of the Custodial and Grounds Manager or the Safety Committee by the safety representative will be responded to, and if brought to the Safety Committee, reported in the minutes so that the safety representative may report back to the originator of the complaint. Nothing in this section shall reduce the responsibility of each employee to report unsafe equipment, supplies, or conditions to his/her immediate supervisor and/or the Custodial and Grounds Manager.
- 1.9.7 A Labor-Management Committee (LMC) shall be formed with three representatives selected by the Union and three representatives selected by the District. The subjects to be addressed by the committee shall be by mutual agreement. Meetings shall be at mutually agreeable times. Employees who are selected by the Union to serve on this labor-management committee shall be released from work duties with pay to attend when such meetings are held during normal working hours.

## **1.10 Maintenance of Present Wage and Working Conditions**

- 1.10.1 Nothing in this Agreement shall lower the present working conditions or wage standard of any individual employee so long as he/she remains within the job classification in which he/she is now employed, but this provision shall apply only to the individual employee and not to the job classification.
- 1.10.2 This provision does not supersede the District's right to discharge, discipline or suspend an employee for just cause.
- 1.10.3 Reports of building inspections furnished to employees by the custodial manager shall provide space for employee comments or clarification of any item specified.

## **1.11 No Strike Pledge**

The Union and the District agree that the public interest requires the efficient and uninterrupted performance of all classified employees, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage or strike.

Notwithstanding the above paragraph, it shall not be a violation of this Agreement for an employee covered by this Agreement to refuse to cross a primary picket line established by a labor organization which holds a current labor agreement with the District and whose picket line has the approval of the King County Labor Council, AFL-CIO, provided:

- A. The purpose of the picketing is lawful and the picketing is conducted by a labor organization whose members are currently engaged in an economic strike;
- B. The picketing is not contrary to or in violation of any valid law;
- C. The picketing and/or refusal to cross said picket line does not endanger the health or safety of any individual;
- D. The District has been provided an opportunity to be heard before the full body of the Executive Board of the King County Labor Council;
- E. The District has been given written notice of the Council's sanction of said picketing.

## ARTICLE II

### CONDITIONS OF EMPLOYMENT

#### 2.1 Definition of Employees

- 2.1.1 **Employees:** For the purpose of this Agreement, "Employees" refers to all annual, daily and new custodians and grounds maintenance personnel.
- 2.1.2 **Annual Employee:** A person employed for a specific number of hours per day for twelve (12) months.
- 2.1.3 **Daily Employee:** A person employed for a specific number of hours for less than twelve (12) months.
- 2.1.4 **New Employees:** Employees who have yet to satisfactorily complete their probationary period as cited in Section 2.3.
- 2.1.5 **Substitutes:** Persons hired as a temporary replacement to cover emergency situations or employee absences. Substitutes may not be hired in lieu of or to avoid the hiring of employees.

#### 2.2 Substitutes

- 2.2.1 Substitutes as defined in Clause 2.1.5 shall be covered by this Agreement. This shall include only those substitutes employed by the District who have worked for thirty (30) days within the current school year or thirty (30) days in the immediately preceding school year, and who continue to be available for work as substitutes. Substitutes may not combine days from two different school years to accumulate the thirty (30) days required for representation and need not work a "new" thirty (30)-day period once representation is established for that year.
- 2.2.2 The minimum substitute pay rate shall be bargained and shown in Supplemental Appendix A. Any increases shall apply to all substitutes. Funding will be the responsibility of the District.
- 2.2.3 All provisions of this Agreement shall apply to substitutes **EXCEPT** Sections 2.5, 2.7, 2.8, 3.1, 3.2, 4.1, 4.2, Article V, Section 6.1, and Article VIII beyond Step Two.
- 2.2.4 Substitute employees who will continue to be employed in such capacity will receive a notification of continued employment in June indicating continued employment for the next school year.
- 2.2.5 If a substitute has worked at least sixty (60) consecutive days in the position for which he/she subsequently is selected for regular,

continuing employment (not days in various positions), he/she will be required to serve a thirty (30)-day probationary period (excluding June, July, and August).

- 2.2.6 Substitutes shall be evaluated at least once annually.
- 2.2.7 Selection of candidates for regular positions shall be determined with consideration being given to length of work experience with the Renton School District, previous work experience, training, recommendations, and evaluations. Special consideration will be given to employees covered by this bargaining unit who are qualified for open positions and who complete timely application for open positions within the bargaining unit.
- 2.2.8 Substitutes may not be hired in lieu of or to avoid the hiring of regular full-time employees or to avoid the assigning of work in a higher classification within the building to regular full-time employees, except by agreement of the affected employees. Notwithstanding this section, substitutes may be assigned work on Saturdays at their regular rate, or applicable overtime rate, only after regular employees have been offered the extra or over-time work.

### **2.3 Union Security**

- 2.3.1 It is recognized that proper negotiations and administration of negotiated agreements entail expense which is appropriately shared by all members of the bargaining unit. To this end, each employee within the bargaining unit will be required, as a condition of employment, to join the Union and execute an authorization for continuous deduction or direct payment of a regular initiation fee and regular monthly dues uniformly required of members or shall pay equivalent amounts to the Union as agency fees. This obligation shall commence thirty (30) calendar days following the employee's date of hire or thirty (30) calendar days following the effective date of this Agreement, whichever is later.

Employees with a bona fide religious objection to the foregoing, which is based on bona fide religious tenets or teachings of a church or religious body of which said employee is a member, may satisfy this obligation by paying equivalent amounts to a mutually agreeable non-religious charity as specified in RCW 41.56. In the event an employee does not give written authorization for the deduction of dues or equivalent amounts to be paid to a non-religious charity as noted above from his/her salary, the services of said employee shall be discontinued.

- 2.3.2 No employee will be terminated by the District for non-payment of the regular initiation fee and/or the regular monthly dues unless the Union has first notified the employee by letter that the employee is delinquent in payments and specifying the current amount of such delinquency warning him/her that unless such fees and/or dues are

tendered within ten (10) calendar days from the date the fees and/or dues are due, he/she will be reported to the Office of the Superintendent for termination. The Union will furnish the Office of the Superintendent with a copy of the letter sent to the employee and notice that the employee has not complied with the request for payment. Such notices shall be sent to the employee and the District at the same time. The Union will also advise the District on or after the tenth (10th) day as to whether the employee has complied with the request for payment. The District shall terminate an employee immediately upon written notice from the Union that the employee has not complied with Clause 2.3.1 as required.

The Union agrees to indemnify and save the District harmless against any liability which may arise by reason of any action taken by the District to comply with the provisions of this section, including reimbursement for any legal fees or expenses incurred in connection therewith. The District agrees to notify the Union in writing of any claim, demand, suit or other form of action made against it regarding compliance with this section.

- 2.3.3 New employees will be subject to Union Security provisions after thirty (30) days of employment.

## **2.4 Probationary Period (New Employees)**

- 2.4.1 A probationary period for all new employees of ninety (90) working days will be required. For custodial employees only, July and August will be excluded from the probationary period.
- 2.4.2 New employees during their probationary period may be terminated or may be demoted and/or involuntarily transferred in lieu of termination without right to review under the grievance provisions of this Agreement.
- 2.4.3 New employees shall be entitled to all other provisions of this Agreement.
- 2.4.4 A new employee who elects a lateral transfer during his or her probationary period will undergo a full new probationary period upon transfer.

## **2.5 Work Week**

- 2.5.1 A work week shall normally consist of five (5) consecutive eight (8) hour days to be completed in an eight and a half (8 1/2) hour period at one (1) work location on a Monday through Friday basis, **EXCEPT** under the following circumstances:

- A. Employees assigned to the Stadium.

- B. Emergency situations.
- C. Employees assigned to a maximum of four (4) locations on a Monday through Friday basis; such employees shall be assigned eight (8) hour days to be completed in an eight and one-half (8 1/2) hour period.
- D. The District may hire casual workers from time to time to clean the stadium following athletic events at a flat rate of forty dollars (\$40.00).

- 2.5.2 All full-time work shifts shall consist of eight and one half (8 1/2) hours, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as practicable **EXCEPT** second and third shift employees assigned to a building by themselves, or with a less than eight (8) hour employee, shall work an eight (8) hour shift including the lunch period.
- 2.5.3 Employees requested to work during their lunch period shall receive a half (1/2) hour at overtime rates.
- 2.5.4 Each employee shall receive a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practical.
- 2.5.5 At least five (5) working days advance notice shall be given an employee prior to the commencement of a special schedule or a shift change, **EXCEPT** in cases involving unexpected changes in circumstances that make it impossible to give such advance notice; e.g., weather, illness, leaves, tardiness, discharge, resignation, and special use of facilities.

**2.6 Overtime**

- 2.6.1
  - 2.6.1.1 Any time worked in excess of eight (8) hours per day shall be compensated at one and one-half (1 1/2) times the employee's base hourly rate.
  - 2.6.1.2 Hours worked in excess of forty (40) hours per week up to forty-eight (48) hours shall be compensated at one and one-half (1 1/2) times the employee's base hourly rate.
  - 2.6.1.3 All hours in excess of forty-eight (48) hours per week shall be compensated at two (2) times the employee's base hourly rate.
- 2.6.2 All hours worked on Saturday shall be compensated at one and one-half (1 1/2) times the employee's base hourly rate **EXCEPT** employees regularly scheduled to work Saturdays at the Stadium and substitutes scheduled to work Saturdays pursuant to 2.2.8

above.

- 2.6.3 All hours worked on Sunday shall be compensated at two (2) times the employee's base hourly rate.
- 2.6.4 In the event overtime is not an extension either at the beginning or end of a normal shift, the minimum pay shall be two (2) hours at the rate of time and one-half. A break of less than one-half (1/2) hour will be considered consecutive time to be compensated at the overtime rate.
- 2.6.5 When possible, overtime shall be assigned on a voluntary basis, with the regularly scheduled employees of a school/building having first option to work in their facility on a rotating basis; regularly scheduled employees at other facilities who have indicated their willingness to perform overtime work shall have second option. Employees who wish to have the opportunity to perform overtime work shall sign up for available overtime work with the Custodian/Grounds Manager not later than October 1 of each year or, in the case of new hires, at the completion of their probationary period.
- 2.6.6 Employees on light duty status will be excluded from working overtime if the required work exceeds the employee's doctor-imposed duty restrictions.
- 2.6.7 All time paid for shall be recognized as time worked for the purposes of computing overtime.
- 2.6.8 The District shall not make sporadic or temporary changes to an employee's schedule to avoid the payment of overtime.

## **2.7 Call Back Service**

- 2.7.1 Authorized call back service for employees will be paid at the overtime rate for not less than two (2) hours for any assignment, **EXCEPT** scheduled events, i.e., dances or athletic events (not weather conditions call backs) will be paid at the overtime rate for not less than three (3) hours for any such assignment.
- 2.7.2 Overtime required of an employee immediately before or after regular hours will not be covered by provisions of this section.

## **2.8 Dual Job Classification**

- 2.8.1 An employee substituting temporarily for another employee and performing duties predominantly of a higher classification shall receive pay for the higher classification beginning with the first (1st) working day of the assignment, to include working a higher classification during the District's regularly scheduled, authorized K-12 summer school session. At a secondary school, if circumstances

necessitate the absence of both the day and night lead, the District will designate an acting lead. The acting lead shall receive pay for the lead classification beginning with the first (1st) working day of the assignment. In circumstances where the grounds lead is absent, the District may designate an acting lead. The acting lead will receive a lead stipend beginning with the first (1st) working day of the assignment.

2.8.2 Employees assigned on a continuing basis to work at jobs in two (2) or more classifications shall receive the higher rate of pay.

## **2.9 Special Equipment**

As determined by the District, employees will be supplied at District expense all necessary safety equipment, tools, and clothing (including safety shoes and knee boots for grounds department, safety shoes for custodians (floor crew) when applying solvents, and one pair of knee boots at each work location for custodians where they are required to clean drains on the roof, and appropriate rain gear and/or coveralls when requested for the work location). The District will assume responsibility for their maintenance and replacement. The District will provide a back support to any employee who requests it, provided the employee has his or her physician's approval to wear such a support and the physician has determined how many hours and under what conditions such support should be worn. The District further agrees to provide identification cards to all employees in the unit. Identification cards are to be surrendered at the time of termination or the employee must sign a certified statement that such card is lost in order to receive final pay check.

## **2.10 Non-Discrimination**

The District and the Union agree that employment, promotions, demotions, layoffs, etc., shall be made without regard to race, creed, color, sex, religious affiliation, or Union membership.

## **2.11 Affirmative Action**

The Union and the District recognize the requirements of the Civil Rights Act of 1964. The Affirmative Action Plan of the District is intended to achieve the equality in employment practices where it is lacking in compliance with the letter and spirit of the law.

## **2.12 Mileage**

2.12.1 Employees authorized to use their own transportation on District business shall be reimbursed at the IRS rate per mile or the District-approved rate, whichever is greater. This rate will be adjusted to match any District-wide rate increase that occurs during the term of this Contract.

2.12.2 Employees assigned to more than one facility per shift shall be compensated for mileage between the facilities when they use their

own personal vehicles at the IRS rate per mile or the District approved rate, whichever is greater. This rate will be adjusted to match any District-wide rate increase that occurs during the term of this Agreement.

2.12.3 Mileage reimbursement will be authorized for employees using their own personal vehicles to travel from their residence to work site on call back.

## **2.13 Vocational Training**

In the mutual interests of the District and employees, the District shall budget funds for training and skill improvement. Activities may be established for individuals, specific groups of individuals or for all employees covered by this Agreement. Such training or activity may be required or may be voluntary. Examples of such training are safety, basic cleaning techniques, District policy, department procedures, boiler classes, HVAC, computer, and basic supervision. Specific topics or subjects for voluntary training will be mutually agreed to by the District and the Union.

Voluntary or required training during the regularly scheduled work hours will be compensated at the employee's regular rate of pay. Required training during non-scheduled hours will be compensated at training rate (80 percent of regular rate of pay).

The District will budget \$1,250 for each year of the Agreement for such training activities. Custodians (including substitute custodians) may receive a maximum of \$300 reimbursement for tuition, books, materials, and licensing fees for training for a Grade III or Grade IV boiler license and courses required for boiler license renewal shall be reimbursed up to \$40.00. Interested custodians must indicate, in writing, their intent to participate to the Custodian/Grounds Manager. Approval will be granted on a first-come, first-serve bases. Following District receipt of a copy of the boiler license and receipt(s) for cost(s), the custodian will receive reimbursement. If money remains unspent from this reimbursement provision in any year, such money will be added to the \$1,250 budgeted each year for training activities.

## **2.14 Administrative Channels**

Traditional administrative channels may be used by employees who consider specifically assigned continuing tasks or duties to be outside their job description.

## **2.15 Political Action Committee**

Voluntary contributions to the Union's political action fund (COPE) may be included in the deduction for dues. The procedures and methods of transmittal shall be consistent with the procedures used for other employee groups.

## ARTICLE III

### CHANGE OF STATUS

#### 3.1 Seniority Rights

##### 3.1 Seniority Rights

Seniority shall govern in all layoffs, re-employment of employees covered by this Agreement.

Seniority shall govern in all lateral transfers of employees covered by this Agreement **EXCEPT** Custodian V and Central Lead.

Seniority shall govern in promotion and transfer to Custodian V, and Central Lead when merit and leadership capacity are determined to be comparable.

- 3.1.1 An employee's seniority shall be defined as an Employee's continuous length of service in the bargaining unit. Seniority shall begin from the employee's most recent day of compensated work within the bargaining unit.

Seniority shall govern in other promotions and lateral transfers **EXCEPT** in the case of an employee who has been suspended without pay for disciplinary reasons within eighteen (18) months or in the case of an employee who has two (2) warning notices in the employee personnel file at the time of application.

Seniority shall govern in promotion to Custodian III where the applicant meets the necessary qualifications as described in the Joint Memorandum of Understanding dated November 15, 2000.

- 3.1.2 In the event of promotion, the employee shall be given a trial of not more than ninety (90) working days in the higher classification; **EXCEPT** that employees who are promoted to a Level III shall be given a trial of not more than 120 working days in the higher classification. Days of the trial period will not be counted during the months of July and August, **EXCEPT** for employees at the Stadium, or Grounds. Prior to ninety (90) working days that senior employee may be returned to his/her former or a comparable position if he/she is not performing satisfactorily. The employee shall receive the higher rate of pay during the trial period. In circumstances where the District has allowed the use of the ninety (90) working day trial period to obtain a boiler license, the District will extend the trial period an additional thirty (30) days to allow an employee additional time to acquire a boiler license, if the employee is making satisfactory progress toward obtaining the boiler license. An employee who elects a lateral transfer during his or her trial period in the higher

classification will undergo an additional thirty (30) working day trial period upon transfer to the new location.

- 3.1.3 If the senior employee is passed over for promotion or returned to his/her former or a comparable position, he/she will receive, upon request, a written notification of the reasons for such actions.
- 3.1.4 In the event of a demotion due to building closure or other operational changes, seniority shall govern in determining retention of individual employees in position classifications. Least senior employees in affected position classifications will be temporarily demoted and will be paid the salary of the lower classification in which the demoted employee has sufficient seniority to be retained. Employees who have been demoted will be reassigned to the former classification as like positions are available. Seniority shall govern in these reassignments if two or more employees in the same classification have been demoted.
- 3.1.5 Layoffs will occur in direct reverse seniority.
- 3.1.6 Vacancies which are to be filled will be advertised as soon as possible but in no case later than within ten (10) days after they become vacant. Advertising will be in all work locations for a period of ten (10) working days. Vacancies will be filled as soon as possible, and, except in unusual circumstances, will be filled no later than twenty (20) working days after advertising closes.
- 3.1.7 For positions vacated due to an incomplete trial period, additional advertising is not required.
- 3.1.8 Employees may apply for a promotion during a trial period as cited in Clause 3.1.2.
- 3.1.9 For the purposes of this section, seniority shall be defined as length of service (excluding substitutes) within a department (grounds or custodial) covered by this Agreement. An employee who transfers from one department to another covered by this Agreement shall retain his/her seniority in the vacated department; however, he/she will not continue to accrue seniority in that department.
- 3.1.10 Positions which require a boiler license will be advertised and will be filled by a qualified applicant. If no applicant meets the boiler license requirement, the position will be readvertised and preferential selection will be given to the senior bargaining unit member who has applied. The exception to this provision is the Custodian V position for which a boiler license is a requirement for minimum qualification.
- 3.1.11 The seniority rights of an employee shall be lost for the following

reasons:

- A. Resignation;
- B. Discharge for justifiable cause;
- C. Retirement.

Seniority rights shall not be lost but shall not continue to accrue in the following circumstances resulting in absence from work:

- A. Military Leave (up to two [2] years);
- B. Layoff (up to two [2] years);
- C. Industrial injury (the second year; first year covered below);
- D. Change in general job classification within the bargaining unit, as herein provided;
- E. All authorized leaves except as noted below.

Seniority rights shall continue to accrue in the following circumstances resulting in absence from work:

- A. Industrial injury (up to one year);
- B. Maternity leave (for period of disability);
- C. Authorized, paid absence (including, but not limited to, sick leave, emergency leave, vacations, and holidays).

## **3.2 Termination and Disciplinary Action**

- 3.2.1 The District agrees to give each employee who has been on the payroll more than ninety (90) days at least two (2) weeks notice of intended layoff, and each employee shall give the District at least two (2) weeks notice of his/her intention to quit. Failure of the employee to give such notice shall not constitute a breach of contract by the Union.
- 3.2.2 No employee may be disciplined, suspended, or discharged except for just cause. No employee shall be disciplined, suspended or discharged unless a written warning notice shall previously have been given to such employee of a complaint against him/her concerning his/her work or conduct within fifteen (15) working days of the date the alleged violation arose; and if such written warning notice is not given to the employee and sent to the Union within fifteen (15) working days of the date the alleged violation, arose the warning notice shall be null and void. **EXCEPTIONS** to the prior warning notice provisions in this section are noted in Clause 3.2.4 below.
- 3.2.3 Warning notices will be considered collectively, not individually. Any employee receiving three (3) written warning notices within an eighteen (18) month period shall be subject to disciplinary action or discharge, providing just cause exists. Warning notices shall be removed from personnel files eighteen (18) months from date of notice at the request of the employee.

- 3.2.4 No such prior warning notices shall be necessary if the cause for discharge or suspension is theft, intoxication related to employment, drinking on the job, use of illegal drugs, moral turpitude, sleeping on the job, or for reckless or unauthorized use of District vehicles or equipment, **PROVIDED** discharge or suspension is commenced within fifteen (15) working days of the date the alleged violation arose. The employee and the Union will receive written notification of the discharge or suspension. An employee shall be entitled to receive a written statement of the reasons for discipline and shall receive a hearing upon request.
- 3.2.5 The District shall give consideration to due process and progressive discipline in its discipline of employees covered by this Agreement. Although each personal situation merits individual investigation of the facts and circumstances, every effort will be made by the District to establish and maintain consistency and uniformity in discipline of employees.
- 3.2.6 Applicable portions of Rules 4008R (Drug and Alcohol Testing Program) are incorporated into this Contract.

## **ARTICLE IV**

### **VACATIONS AND HOLIDAYS**

#### **4.1 Holidays**

- 4.1.1 All employees will be paid their full prorated day's pay for each of the following holidays if the holiday falls during the employee's period of employment: Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, the day before or after Christmas, Christmas Day, the day before or after New Year's Day, New Year's Day, the legally designated day for President's Day, the legally designated day for Martin Luther King Jr.'s Birthday, the Monday or the Friday of Spring Vacation, Memorial Day, the day after or before Independence Day, and Independence Day.
- 4.1.2 If a holiday falls on the weekend, the holiday will be designated and granted on the Friday preceding, or the Monday following said holiday.
- 4.1.3 The selection of the Monday or the Friday of Spring Vacation is dependent upon the adopted Renton School District calendar; **HOWEVER**, preference will be given to Friday for all employees. The selection of the day before or the day after Christmas and New Year's shall be left to the District. The District shall select the same designated holidays for all employees on Independence Day unless the holiday is on Wednesday. In such instance, the District shall

select the day before or after as needed. All other holidays are as designated.

4.1.4 If the employee fails to work the day before a holiday or the day after because of illness or bereavement leave, he/she must show reasonable proof of such illness or bereavement leave, or receive a full deduction for the day(s) missed and the holiday.

4.1.5 Every employee who shall work on such holidays shall be paid for the hours worked on such holiday at two (2) times the rate applying for regular work day in addition to the above holiday pay, **PROVIDED** employees whose shift normally begins before midnight of the holiday shall complete the shift at regular pay.

4.1.6 If a holiday falls within an employee's vacation period the employee shall receive an extra day of paid vacation or be given an extra day off at the employee's discretion.

## 4.2 Vacations

4.2.1 Each annual employee will receive paid vacation based as follows:

4.2.1.1 Ten (10) days annual vacation up to and including the fourth full year of employment computed at the rate of .83 vacation days per month for the first four (4) years worked.

4.2.1.2 Fifteen (15) days annual vacation beginning with the employee's fourth anniversary date of employment computed at the rate of 1.25 vacation days per month worked.

4.2.1.3 Twenty (20) days annual vacation beginning with the employee's ninth anniversary date of employment computed at the rate of 1.66 vacation days per month worked.

4.2.1.4 Twenty-one (21) days annual vacation beginning with the employee's sixteenth (16th) anniversary date of employment.

4.2.1.5 Twenty-two (22) days annual vacation beginning with the employee's twentieth (20<sup>th</sup>) anniversary date of employment.

4.2.1.6 Twenty-three (23) days annual vacation beginning with the employee's twenty-fifth (25<sup>th</sup>) anniversary date of employment.

4.2.2 The anniversary date for changes from one vacation rate above the next will be the employee's hiring date as an annual employee.

4.2.3 Each daily or part-time employee hired for one hundred eighty (180) calendar days or more will receive a prorated percentage of a vacation authorized annual employees.

4.2.4 Pro-ration of vacation for part-time employees is based on assigned

hours per day. Assigned hours per day will be rounded to the nearest whole hour, with assignments of one-half (1/2) hours rounded up. Overtime will not be included in the vacation accrual calculations.

#### 4.2.5 Vacation Scheduling

- 4.2.5.1 Under normal circumstances, Custodian vacations shall be taken at the end of the school year and before the beginning of the new school year or during other periods of time when school is not in session or at other times the District determines adequate coverage can be provided in the work place. Some limitations will be placed on scheduling vacations during the week immediately preceding the opening of school and following the closing of school and during the Winter Break. Vacation requests should be submitted as early as possible in the spring in order to facilitate the establishment of the District-wide vacation schedule plan. The District will approve requests as early as possible, given the restraints of accommodating all the various needs and interests involved. An employee's first or second choice for his/her total earned vacation requested for use during summer or spring break will be approved except in cases of emergency. Vacation time requested for other times will be subject to mutual agreement by the District and the employee.
- 4.2.5.2 Custodians who have seven (7) or more years of service with the District and earn fifteen (15) or more vacation days per year shall be able to schedule one (1) period of no more than five (5) days for vacation when school is in session, **PROVIDED** that at least four (4) weeks' advance notice is given by the employee to the District, unless waived by the District. The District retains the right to limit vacations such that no more than two (2) employees District-wide are absent on such vacation at the same time, and that no more than one (1) employee at any work location is absent on such vacation at any given time. In the event of multiple requests which conflict with the above provisions, vacation requests will be honored in order of employee seniority.
- 4.2.6 Any employee leaving the employ of the District, who has completed the probation period, will receive vacation on a prorated basis, not to exceed 240 hours, of the actual months of service. The employee will be allowed to use any vacation in excess of 240 hours by extending his/her date of termination.
- 4.2.7 Upon death of an employee in active service, prorated vacation pay, not to exceed 240 hours, will be made, upon request, to the estate of the deceased employee.
- 4.2.8 An employee who quits without giving two (2) weeks notice as required in Clause 3.2.1, will forfeit all vacation benefits.
- 4.2.9 An employee who has exhausted other applicable leave may request

that earned vacation be allowed to cover absence beyond leave balance. Requests will be considered on an individual basis. It is understood that vacation is not to be used intermittently to cover normal illness or absence due to regular appointments.

- 4.2.10 Under normal circumstances, vacation should not accumulate beyond the employee's annual allotment. In the case of serious illness or other unusual circumstance, the employee may request special consideration.

## **ARTICLE V**

### **LEAVES**

#### **5.1 Sick Leave**

- 5.1.1 All annual employees shall receive sick leave at the rate of one (1) day per month worked. Daily employees will receive a prorated sick leave. Sick leave may be used by the employee to care for (a) a child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition.
- 5.1.2 All employees will accumulate sick leave. Days used for emergency-hardship leave will be deducted from the employee's sick leave days accumulation.
- 5.1.3 Sick leave compensation is granted under the conditions of current employment.
- 5.1.4 For each day's absence beyond accumulated sick leave days a deduction of the full day's salary shall be made.
- 5.1.5 A doctor's certificate may be required for absence lasting for more than five (5) days.
- 5.1.6 A school district Attendance Incentive Program will be provided eligible employees in the following manner:
- A. In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four days for every one day's monetary

compensation. **PROVIDED**, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one day per month.

- B. At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate may, upon request, elect to receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four full days accrued leave for illness or injury. Alternatively, an eligible employee may request non-monetary remuneration at the same rate in the form of post-retirement medical benefits as provided by VEBA III or other qualifying program offered by the District.
- C. Should the legislature revoke any benefits granted under this section, no affected employee shall be entitled thereafter to receive such benefits as a matter of contractual right.

## 5.2 Leave Sharing

- 5.2.1 Employees of the Renton School District may participate in the Renton School District Leave Sharing Program. Under the provisions of this program, the District shall receive and process requests noted herein.
- 5.2.2 An employee who donates leave must be in a position in which sick and/or vacation leave can be used and accrued.
  - 5.2.2.1 An employee who has an accrued sick leave balance of more than sixty (60) days may request a transfer of a specified amount of sick leave to another employee. In no event may such an employee request a transfer of more than six (6) days of sick leave during the twelve (12) month period of September 1 through August 31, or request a transfer that would result in his or her sick leave account going below four hundred eighty hours (480).
  - 5.2.2.2 An employee who accrues vacation leave and who has an accrued vacation leave balance of more than ten (10) days may instead, if he or she prefers, request a transfer of a specified amount of vacation leave to another employee. In no event may such an employee request a transfer that would result in his or her vacation leave account going below ten (10) days.
- 5.2.3 Employees volunteering to participate in this program will fill out a "Request to Transfer Sick/Vacation Leave" form and submit it to the District Business Office. Days shall be converted to hours.
- 5.2.4 An employee who receives leave must be in a position in which sick and/or vacation leave can be used and accrued. An employee shall be entitled to receive leave under this section if the employee suffers

from, or has a relative or household member suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to go on leave without pay status, or terminate employment. Such employee, or his or her legal representative, must submit, prior to approval or disapproval, documentation from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

- 5.2.5 An employee needing leave days shall submit a "Request to Receive Sick/Vacation Leave from Co-Workers" form to the District Business Office. In the event the employee is unable to submit such written request, a designee may submit the request on behalf of the employee. Days shall be converted to hours.
- 5.2.6 An employee receiving such leave sharing transfer must have exhausted, or will shortly exhaust, his or her sick leave and/or vacation leave. The employee must have abided by District policies regarding the use of sick and/or vacation leave, and must not be eligible for time loss compensation under Chapter 51.32 RCW.
- 5.2.7 The amount of leave which an employee may receive shall be based on employee request and/or his or her personal physician's judgment; **HOWEVER**, an employee shall not receive a total of more than one contractual year's worth of leave or 260 days, whichever is fewer. An employee who requests to receive sick or vacation leave must have a signed leave on file with the Personnel Department for a time period not less than the amount of leave transfer requested.
- 5.2.8 While an employee is on leave, he or she shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued sick or vacation leave.
- 5.2.9 Transfer of leave shall not exceed the donating employee's requested amount.
- 5.2.10 All donated leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick or vacation leave.
- 5.2.11 The "Request to Transfer Sick/Vacation Leave" forms shall be accepted by the District in the order received. When the maximum number of leave days is reached, the remaining forms shall be returned to the employees.
- 5.2.12 The value of the leave transferred shall be based upon the leave value of the person receiving the leave.
- 5.2.13 Any leave transferred which remains unused on August 31 of each

year shall be returned at its original value to the employee or employees who donated the unused leave.

### **5.3 Bereavement Leave**

- 5.3.1 Each employee shall be allowed up to five (5) days leave with pay for each occasion for absence caused by death of a member of that employee's immediate family.
- 5.3.2 Immediate family is defined as parent or stepparent of the employee or spouse, spouse, brother, sister, children, brother-in-law, or sister-in-law.
- 5.3.3 Each employee shall be allowed up to two (2) days leave with pay for each occasion for absence caused by the death of a grand-parent(s) or grandchild(ren) of the employee or spouse or daughter-in-law or son-in-law.
- 5.3.4 This bereavement leave is not deducted from the sick leave and is non-accumulative.

### **5.4 Emergency-Hardship Leave**

- 5.4.1 Three (3) days emergency leave per year, non-cumulative year to year, will be available upon request for each employee without loss of pay (deductible from annual sick leave). Upon written request to the Office of the Superintendent, employees may be granted additional Emergency leave days with pay.  
  
Additional days will be granted: (1) if the situation is as defined in this Section; (2) if the employee has sufficient sick leave balance to cover the requested days; and (3) if such request is timely and follows the regularly established absence reporting procedures.
- 5.4.2 The reason(s) for usage must be emergency-hardship situations, either suddenly precipitated or of such a nature that pre-planning or rescheduling is not possible, or where pre-planning or rescheduling could not relieve the necessity for the absence.
- 5.4.3 Emergency-hardship leave may not be taken the day before or the day after a holiday, or in any combination for the purposes of extending vacations. A special review will be made by the Personnel Department of any written requests for emergency-hardship leave on the days noted above. If the facts presented in the written request meet the criteria and standards for emergency-hardship leave, Personnel will approve the leave.
- 5.4.4 This leave may be used for any personal reasons of an emergency-hardship nature, including illness or injury in the family except as provided in Clause 5.1.1, funeral of friends and legal or personal affairs which cannot be scheduled outside the normal

working day.

5.4.5 Emergency-hardship leave for purposes of illness in the immediate family, legal affairs, business affairs and/or funerals not covered by bereavement leave should be cleared through the department supervisor and then reported on the usual absentee report.

5.4.6 Emergency-hardship leave for other or unusual circumstances should be reported on the usual absentee report for final payroll approval by the Personnel Department.

## 5.5 General Leave

5.5.1 Upon recommendation of the Superintendent, leave of absence may be granted to any employee for such things as: (a) illness; (b) family emergency; (c) maternity; (d) education; (e) or other purposes deemed appropriate by the Superintendent.

5.5.2 The leave of absence of any employee on leave for reasons other than military service will terminate at the end of the school year in which no service has been rendered.

5.5.3 **EXCEPT** for military service, there shall be no other employment while on leave without prior approval of the Superintendent.

5.5.4 The District is obligated to state in writing the terms of the leave of absence.

5.5.5 The District agrees to re-employ the employee upon written request to a position occupied prior to the absence or to a position substantially equal in duty and compensation.

All staff reduction policies and reassignment provisions applied for the period of the leave will be equally applicable to the employee while on leave.

The employee will contact the Personnel Office, in writing, not later than two (2) weeks prior to the time they propose to return to work and will indicate their ability to return to work.

5.5.6 Employee benefits earned prior to a leave of absence will be reinstated and/or maintained upon re-employment. Employees will not earn seniority while on leave, **EXCEPT** as provided in Clause 3.1.11, but shall retain all seniority earned prior to the commencement of the leave of absence.

## 5.6 Legal and Military Service Leave

5.6.1 Subject to the approval of the Superintendent or his designated representative, absence will be approved when the interest of the District is served, for jury duty, or subpoena and military reserve commitments.

5.6.2 An employee who is away from his/her duties because of jury duty shall be paid for such time lost at his/her normal rate of pay. The District will be reimbursed by the employee the amount of jury duty fees paid less any mileage and/or jury duty related expenses paid. The employee shall furnish the Superintendent or designee with a written statement from the Court or a personal notarized letter showing the days of jury duty and the amount of jury duty fee he/she received.

An employee who is excused from jury duty less than four (4) hours after his/her jury reporting time shall notify his/her immediate supervisor. He/she may be required to report to work if there are at least four (4) hours remaining in his/her regularly scheduled work day; **PROVIDED**, the employee shall have at least twelve (12) hours off duty between the completion of the scheduled day's assignment and reporting back to jury duty.

In the event the employee must change clothes before reporting to work, the employee and the supervisor shall agree on a reasonable reporting time.

5.6.3 An employee will be granted subpoena leave as may be required by the subpoena, and shall be paid his/her regular salary less any compensation received for his/her services, excluding transportation and per diem expenses in all cases including when the District subpoenas the employee. Payment will not be made when the employee, the Union or fellow employee is the plaintiff or defendant in such action and such action is against the District.

This exception shall not apply when the employee is named a plaintiff or defendant while in the performance of his/her duties.

The Superintendent or designee may extend the definition and intent of the subpoena leave policy on an individual basis, in consultation with the Union President.

5.6.4 Any employee who is a member of the Washington National Guard or of any organized reserve or armed forces unit of the United States shall be entitled to and shall be granted military leave of absence from his or her employment for a period not exceeding fifteen (15) days during each fiscal year.

5.6.5 Military leave shall be granted in order that the person may take part in active training duty when required to do so by the military service if

such duty cannot be taken during non-contract days.

- 5.6.6 When military leave is granted, the employee shall receive his or her regular pay from the District.

## **5.7 Personal Convenience Leave**

- 5.7.1 At the beginning of each school year each employee will be credited with two (2) days non-accumulative leave, which may be used for the employee's personal convenience. Employees may use this leave for a purpose they believe to be sufficient to warrant their absence from their assigned responsibilities.

- 5.7.2 A personal convenience leave day may be used at the discretion of the employee except the day or days requested may not be used to extend vacation periods or holidays during the employee's work year or the week preceding opening and following closing of school and the winter break. In addition, employees are urged to not use this leave for days in which their presence on the job, rather than a substitute, is especially critical to the successful functioning of their office, department or program. Requests for special consideration for usage of days noted herein will be considered if they are received by the Office of the Superintendent at least five (5) days prior to the day being requested. The Office of the Superintendent will consider determining whether the day in question will be granted. The general criteria for such exception will be whether supporting reasons indicate a serious need worthy of granting release from contractual responsibilities.

- 5.7.3 An employee planning to use a personal convenience leave day or days will normally notify his/her supervisor at least two (2) days in advance. The first day shall be paid less the flat rate of \$88.00 which shall be automatically deducted from the employee's salary and a full daily salary deduct when a second day is used.

## **5.8 Adoption Leave**

Upon request, an employee will be granted two (2) days leave for adoption. Such leave will be deducted from the employee's sick leave/emergency leave balance or may be authorized and granted without pay, if the employee requests.

## **5.9 Union Business Leave**

In order to accomplish the purposes of RCW 41.56, up to a maximum of ten (10) days of leave of absence with pay shall be provided annually to employees elected or appointed to office in Local 925. Employees shall be released from regular assigned duties under the following provisions:

- A. That such release time, for not less than one-half day, is requested in writing to the Superintendent by the employee and the Union, with a copy to the employee's immediate supervisor.

- B. That the Union reimburse the District for the normal cost of a substitute for the absent employee within thirty (30) days after billing.
- C. That the written request will be made by the employee and the Union at least three (3) days prior to the requested leave to give maximum advance notification to the District when released time is needed.

## 5.10. Family Leave

5.10.1. An eligible employee, whether male or female, may request up to twelve (12) work weeks of family leave during any twelve (12) month period. An eligible employee is anyone who was employed by the District for at least 1,250 hours of service during the previous 52 weeks, excluding authorized leave or periods of time in which persons do not report to work but have a continuing employment relationship and do not collect unemployment benefits. The District will inform the employee of eligibility upon receipt of a request for a family leave.

5.10.2. The family leave may be taken:

- A. because of the birth of a child and to care for a newborn child;  
**OR**
- B. because of the placement of a child with the employee for adoption or foster care; **OR**
- C. to care for a child or a spouse or parent who has a serious health condition; **OR**
- D. because of the employee's own serious health condition.

If both parents of the child are employed by the District, they together are entitled to a total of twelve (12) weeks of family leave, and leave may be granted to only one parent at a time.

5.10.3. Family leave taken to care for a newborn or newly-adopted child must be completed within twelve (12) months after the birth or adoption. Family leave taken to care for a terminally ill child may be taken only once for any given child. The District may require confirmation by a health care provider of the employee's need for family leave.

5.10.4. "Child" is defined as a biological, adopted, or foster child, a stepchild, a legal ward who is under 18 years of age or incapable of self care due to a mental or physical disability. A "serious health condition" is one caused by injury, illness, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

5.10.5. The family leave shall be without pay for all or part of the leave. The District may require the employee, or the employee may opt, to substitute and use his/her total accumulation of paid sick and/or vacation leave to which he or she is otherwise entitled before using family leave in accordance with District Policy and Procedure #5312. Health benefits provided under any group health plan will be continued for the duration of the leave at the level and under conditions coverage would have been provided if the employee had continued in employment during the leave. **HOWEVER**, if the employee fails to return from the leave, the employee must reimburse the District for all premiums paid during the leave, unless the reason the employee does not return is due to:

A. The continuation, recurrence, or onset of a serious health condition which would entitle the employee to leave under this Section 5.10; the District may require medical certification within thirty (30) days;

**OR**

B. Other circumstances beyond the employee's control, such as transfer of a spouse to a job location more than seventy-five (75) miles away, another relative other than immediate family member has a serious health condition and the employee is needed to provide care, or the employee is laid off while on leave.

5.10.6. This family leave is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth.

5.10.7. An employee who plans to take family leave must provide the District with a written request at least thirty (30) days in advance. If the family leave is not foreseeable, the employee must notify the District no later than the fifth (5th) day of absence that a family leave is needed and must provide a written request for a family leave at that time.

5.10.8. Upon returning from family leave, the employee is entitled to be returned to the same position he or she previously held or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

## ARTICLE VI

### HEALTH AND WELFARE

#### **6.1 Health and Welfare Benefits**

6.1.1 Effective September 1, 2005, the District agrees to provide a maximum state-funded allocation per 1.0 FTE employee for insurance benefits which amount includes the Health Care Authority (HCA) retiree subsidy of \$48.42 for a net amount of \$629.07 per employee per month.

Effective, September 1, 2006, the District agrees to provide the maximum state-funded allocation per 1.0 FTE employee for insurance benefits which includes the Health Care Authority (HCA) retiree subsidy of \$55.73 for a net amount of \$679.39 per employee per month, unless amended otherwise by the Legislature.

Effective September 1, 2007, the District agrees to provide the maximum state-funded allocation per employee for insurance benefits based on 1.0 FTE, which amount includes the Health Care Authority (HCA) retiree subsidy amount up to a maximum of eight percent (8%) of the total state-funded allocation. In the event the HCA retiree subsidy exceeds eight percent (8%) of the allocated amount, the parties shall meet to negotiate the payment of any amount of the retiree subsidy in excess of eight percent (8%).

6.1.2 The mutually agreed upon insurance programs for basic benefits are:

- A. Metropolitan Life Washington Dental Service Family Dental Plan 1, including orthodontia;
- B. Standard \$40,000 Term Life and Accidental Death Plan
- C. Standard \$10,000 Long Term Disability
- D. Family Medical Insurance (Blue Cross Select Plan, Group Health Cooperative of Puget Sound, or Regence of Wash.)

6.1.3 These benefit monies must first be applied toward the following required District programs:

- A. Family Dental Plan
- B. \$40,000 Term Life and Accidental Death Plan
- C. \$10,000 Term Life and Long Term Disability Plan

6.1.4 The remaining monies, after application to the above, may be applied, at the employee's option, to one of the following voluntary District medical programs until the maximum District benefit monies are exhausted:

- A. Blue Cross Select Plan
- B. Group Health Cooperative of Puget Sound Plan

6.1.5 The mutually agreed upon insurance program for optional benefits is: Washington National Short Term Disability Insurance

6.1.6 For purposes of calculating the insurance dollars available per month per employee and in response to the partial funding increase provided under the concept of 1440 benefits for less-than-full-time employees, all eligible employees participating in District-approved insurance plans will receive prorated benefits based upon their FTE status. To accomplish this, the District will multiply the amount granted in Article VI, Section 6.1, Clause 6.1.1 above by one and one-hundred fifty-two thousandths (1.152) rounded to the nearest cent. The result will be multiplied by the employee's FTE, not to exceed the amount granted in Article VI, Section 6.1, Clause 6.1.1 above.

- A. **1.000 FTE:** The required dental, life, and LTD program premiums will be deducted first and the remainder can be applied to the medical.
- B. **.570 FTE:** The required dental, life and LTD program premiums will be deducted first from this prorated amount and the remainder can be applied to the medical.
- C. **.001 FTE through .569 FTE:** This prorated amount may be used for one of the voluntary medical plans only.

6.1.7 The District and the Union recognize that the monthly provision may not be fully utilized due to some employees selecting less coverage than would be paid by the District. **THEREFORE**, the District will identify the unutilized portion and distribute such amount, if any, to employees whose coverage exceeds the District contribution (pooling). The unutilized portion shall be computed by the District based upon the payroll for October, with adjustments made for changes in employee participation in group insurance programs. The new maximum monthly provision will be implemented beginning with the November payroll and continuing through the October payroll, provided that in no case shall an employee receive more than the amount necessary to pay for District insurance programs selected by the employee. The District will provide contributions for optional benefit plans, in addition to basic benefits, only if:

- A. Each full-time employee included in the District's pooling

arrangement is offered basic benefits, including coverage for dependents, without a payroll deduction for premium charge(s);

- B. Each full-time employee included in the pooling arrangement, regardless of the number of dependents receiving basic coverage, receives the same additional District contribution for other coverage or optional benefits; and
- C. For part-time employees included in the pooling arrangement, participation in optional benefit plans shall be governed by the same eligibility criteria and/or proration of District contributions used for allocation for basic benefits.

Pursuant to RCW 28A.400.275, the parties agree to abide by State laws relating to school district employee benefits. The parties acknowledge that the above insurance agreement is for a term of one year.

6.1.8 Beginning with the 1989-90 school year, the District will make available to employees, at their option, an Internal Revenue Service Code Section 125 flexible benefits plan. The plan will be established, administered, and communicated to employees by the District without cost to the employees.

6.1.9 Should the State authorize and fund an amount other than the amount shown in Clause 6.1.1 above per employee per month during the life of this Agreement, the District will contribute the net amount allocated per employee per month, prorated on an FTE basis, to all eligible employees covered under this Agreement. The net amount is that amount which remains when any state-mandated holdback is subtracted from the state authorized and funded amount for insurance benefits. This Clause 6.1.9 shall not be subject to subsection 1 of RCW 41.56.123 or any similar legislation that may hereinafter be enacted. It shall be deemed that this Clause 6.1.9 terminates on August 31, 2002.

6.1.10 In the event of inability of an employee to work due to illness or accident and the exhaustion of paid sick leave, the District will make its monthly medical payments for a period of three (3) months of leave without pay and if the employee desires to continue the benefit of this Health and Welfare Plan, he/she may do so by making the required payments to the District.

In either event the employee must actually be incapacitated from work by such illness or accident and shall, in fact, not be working anywhere.

## 6.2 Retirement

- 6.2.1 All employees covered by this Agreement shall be members of the Public Employees Retirement System as required by law.
- 6.2.2 The bookkeeping cost of membership in this retirement system shall be borne by the District.

## 6.3 Industrial Insurance

### 6.3.1 General

- A. The District is a self-insured employer and pays all costs of industrial insurance, including compensation payments and medical costs in compliance with the terms of the Industrial Insurance Laws of the State of Washington. The basic concept is that an employee must be paid compensation when the time lost as a result of an on-the-job injury or illness will result in loss of income.
- B. A worker is entitled to workers' compensation if he/she has sought medical attention and is not cleared by a physician to return to work within three (3) calendar days following an on-the-job injury or illness. Under RCW 51.32.090, no compensation is paid for the first three (3) calendar days when a worker returns to work within fourteen (14) consecutive calendar days. When a worker returns on the fifteenth (15th) or subsequent consecutive calendar day following an on-the-job injury, the worker will be paid compensation for the first three (3) days following the on-the-job injury.
- C. In addition to the minimum compensation required by law, the District will pay the employee's regular wages on the day of the injury and the three (3) days following the injury. The District will continue to pay the injured employee full wages for sixty (60) days following the on-the-job injury by paying the employee the difference between the employee's regular salary and the amount of time loss compensation the employee is receiving under the Industrial Insurance Laws of the State of Washington.
- D. Sixty-one (61) days following the original injury the employee still receiving workers' compensation may elect to:
- (1) receive workers' compensation only in compliance with Industrial Insurance Laws of the State of Washington
- OR**
- (2) use any accumulated sick leave.

- E. The District reserves the right to assign an alternate work assignment in coordination with and on the approval of the individual's physician or a District selected physician in cases of partial or temporary disability.
- F. After sixty (60) days, the District reserves the right to require independent medical evaluations by physicians of the District's choice and at the District's expense for employees claiming on-the-job injury.

6.3.2.

**Absence Due to Injury:**

- A. Absence during the first three (3) days will not be charged against an employee's accumulated sick leave balance.
- B. Authorized absence for which the employee is being paid workers' compensation will not be charged against an employee's accumulated sick leave balance for up to sixty (60) days.
- C. Sixty-one (61) days following the original injury the employee may elect to use accumulated sick leave. Upon such election, the employee will be paid the difference between their regular salary and the workers' compensation being paid until such accumulated sick leave is exhausted.

After the exhaustion of accumulated sick leave, the employee will be eligible for workers' compensation under the provisions of the Industrial Insurance Laws of the State of Washington. Until the employee qualifies for a disability under the Industrial Insurance Laws of the State of Washington or for up to one (1) year following the date of the injury, whichever is first, the employee will remain eligible for District benefits with eligibility for insurance benefits being contingent upon insurance policy provisions.

- D. Absence from work for medical treatment only does not qualify for compensation under the Industrial Insurance Laws of the State of Washington. The District will pay employees their regular wages for absence due to medical treatment during the first sixty (60) days. Employees may use accumulated sick leave to cover absences for medical treatment after the first sixty (60) days following the day of the on-the-job injury. The District will pay all medical costs covered by the provisions of the law.

6.3.3

**Procedures**

- A. The employee shall promptly complete a Self-Insurer Accident Report claim form with the assistance of the supervisor of the work location where the injury occurred, in accordance with

District and State insurance procedures. One part of the form must be taken to the physician who treats the employee for the injury.

- B. The employee must notify Personnel of any absence beyond the day the injury occurred.
- C. The employee must have a physician's written authorization to return to work.
- D. The employee shall meet the requirements of the District and of the Industrial Insurance Laws of the State of Washington for receiving medical treatment and/or workers' compensation.
- E. The employee shall return to light or regular duty when authorized to do so by a physician in accordance with the Industrial Insurance Laws of the State of Washington and with the concurrence of the District. Upon the return to work, workers' compensation benefits for absence due to injury on-the-job shall cease. Medical treatment benefits may continue in accordance with the Industrial Insurance Laws of the State of Washington.

#### **6.4 Annuities**

The District shall, upon receipt of written authorization from an employee, and provided five (5) or more employees have previously made the same request, deduct from the employee's salary and make appropriate remittance for a tax-sheltered annuity chosen by the employee. If the number of employees participating in a TSA plan newly authorized pursuant to this provision at any time drops in number of employees to below five (5), the District may exercise the option to discontinue the deduction privilege.

### **ARTICLE VII**

#### **SALARIES**

#### **7.1 Full-Time Employees**

7.1.1 All employees shall be paid according to their proper classification step and conditions as set forth in Appendix "A". Should the State authorize and fund an amount for classified salaries higher than the amounts shown below, the District will improve the salary schedule to the percentage allocated in the State Appropriations Act.

- A. For 2005-2006, salaries shall be as shown in Appendix A-1 of this Agreement, reflecting a two percent (2%) increase inclusive of the 1.2% state pass-through.

- B. For 2006-2007, salaries for regular employees shall be increased by the amount authorized and funded by the Legislature. Substitute salaries shall be reviewed and negotiated separately. The parties shall re-open the salary schedule in 2006-2007 to discuss any increase beyond state pass-through.
- C. For 2007-2008, the parties agree to conduct a comparative salary survey and to use the survey results as a basis to reopen negotiations on salary, health and welfare benefits and one additional article each party may identify.

**7.2 Effect of Termination**

None of the provisions of Clause 7.1.1 shall be subject to subsection 1 of RCW 41.56.123, or to any similar legislation that may hereinafter be enacted. It shall be deemed that Clause 7.1.1 terminates on August 31, 2002.

**ARTICLE VIII**

**GRIEVANCE PROCEDURES**

**8.1 Scope**

The purpose of this Article is to provide for a mutually acceptable method for prompt and equitable settlement of grievances and disputes over:

The interpretation and application of this Agreement.

**8.2 Definition**

A grievance is an alleged violation or misapplication of a specific article or section of this Agreement.

**8.3 Procedure**

Either the Union or an employee may institute a grievance. An employee may institute a grievance on his/her own recognizance and may request the assistance of the Union. The proper procedure for pursuing adjudication of alleged grievances is as follows:

**8.3.1 STEP ONE:**

- 8.3.1.1 Within fifteen (15) working days of the time a grievance arises, the aggrieved either directly or with the assistance of a Union Representative, will commit the grievance to writing, sign it, and present it to the appropriate supervisor.

The written statement should include:

- (1) the nature of the grievance;
- (2) the section(s) that have allegedly been violated;
- (3) the recommended solution to the grievance on the appropriate District forms.

8.3.1.2 Within ten (10) working days after receipt of the written grievance, the immediate supervisor shall communicate his/her written response to the aggrieved and Union on the appropriate District forms.

8.3.1.3 The immediate supervisor and the aggrieved may mutually agree to submit the grievance to STEP TWO.

8.3.2 **STEP TWO:**

8.3.2.1 If the grievant is not satisfied with the resolution at **STEP ONE** he/she may, within five (5) working days after receipt of the written response in **STEP ONE**, submit the grievance to the Office of the Superintendent.

8.3.2.2 Within ten (10) working days after receipt of the grievance, the Superintendent shall communicate a written response to the aggrieved and Union.

8.3.2.3 Prior to invoking STEP THREE as set forth below, the parties shall mutually select a mediator to hear the grievance and provide mediation services in a good faith effort to resolve the grievance. The parties may select a mediator from the Public Employment Relations Commission roster or other mutually selected source.

8.3.3 **STEP THREE:**

8.3.3.1 If the grievance is not satisfactorily resolved at **STEP TWO**, the Union may, within ten (10) working days of the conclusion of mediation at STEP TWO, submit the grievance to the Public Employment Relations Commission (PERC) for arbitration, after receipt of the written response from **STEP TWO**.

8.3.3.1.1 The Arbitrator shall limit his/her decision strictly to disputes involving the application, interpretation or alleged violation of specific articles and/or sections of this Agreement.

8.3.3.1.2 There shall be no appeal from the Arbitrator's decision if within the scope of his/her authority. It shall be final and binding on the Union, the employee(s) involved, and the District.

8.3.3.1.3 The fees and expenses of the Arbitrator shall be shared equally by the District and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

8.3.3.1.4 The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the Arbitrator as delineated in **STEP THREE** Subparagraph 8.3.3.1.1 above.

8.3.4 **Time Limits**

8.3.4.1 Failure of the District or the grievant to comply with the time limits automatically moves the grievance to the next step, **PROVIDED** the grievance was initially submitted in a timely manner.

8.3.4.2 The Union and the District may mutually agree in writing to extend the time limits at any one of the steps.

**ARTICLE IX**

**MANAGEMENT RIGHTS**

**9.1 Recognition**

9.1.1 The Union recognizes the District's inherent and traditional right to manage its business, as has been its practice in the past.

9.1.2 The Union recognizes the right of the District to hire, suspend, transfer, promote, demote or discipline employees and to maintain the discipline and efficiency of its employees; the right (which shall be exercised as provided in the paragraph hereof relating to termination of employment) to layoff, terminate and otherwise relieve employees from duty because of lack of work for them to do, or for other reasons set forth in this Agreement; the right to establish and change work schedules and assignments and to eliminate, change or consolidate jobs; the right to direct the methods and processes of doing work and to introduce new improved work methods or equipment, and to assign work to outside contractors; the right to determine the starting time and quitting time and the number of hours to be worked; and the right to make and amend such reasonable rules and regulations as it may deem necessary for the conduct of its business, and to require their observance.

- 9.1.3 The exercise of the District's rights stated herein is an exclusive function of Management.
- 9.1.4 The exercise of the Management Rights herein does not modify the employee's right to appeal through the grievance procedure as set forth in the Agreement when, in the opinion of the Union, such exercise violates the letter and intent of the Agreement.

## **ARTICLE X**

### **CONDITIONS OF THE AGREEMENT**

#### **10.1 Severability**

- 10.1.1 In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

#### **10.2 Successors**

- 10.2.1 In the event the District shall, by merger, consolidation, sale of assets, lease, franchise or by any other means enter into an agreement with another school district which, in whole or in part, affects the existing appropriate collective bargaining unit, then such successor school district shall be bound by each and every provision of the Agreement.
- 10.2.2 The District shall have an affirmative duty to call this provision of the Agreement to the attention of any school district or individual with which it seeks to make such an agreement as outlined in Clause 10.2.1.

#### **10.3 Termination**

- 10.3.1 The term of this Agreement shall be September 1, 2005 through August 31, 2008.

This Agreement shall not be modified without the consent of both parties and shall remain in effect through August 31, 2008; **PROVIDED**, however, that this Agreement shall be reopened for negotiations for the second year regarding possible changes in Health and Welfare Benefits (Article VI). This Agreement shall be reopened as necessary to consider the impact of legislative action which may affect the terms and conditions herein. All Agreement modifications will be in conformance with State legislative action and the attending WAC's and if found not in conformance by SPI or other government regulatory agencies or a court of law the provisions in

question shall be deemed invalid and proper modifications and necessary adjustments shall be made to bring the District into conformance. Also, collective bargaining may be initiated at the request of either party to adjust, where necessary, Agreement language to reflect the adjustments that have been necessary to bring the District into compliance with the law.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

RENTON SCHOOL DISTRICT NO. 403

SERVICE EMPLOYEES  
INTERNATIONAL UNION,  
RENTON CHAPTER, LOCAL 925

\_\_\_\_\_  
President, Board of Directors

\_\_\_\_\_  
SEIU - Organizer/Representative

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
President  
SEIU - Renton Chapter  
Local 925

\_\_\_\_\_  
Chief Negotiator