

MEMORANDUM OF UNDERSTANDING
between
SOUTH KITSAP SCHOOL DISTRICT NO. 402
and
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN SOUTH KITSAP SCHOOL DISTRICT NO. 402 AND THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925 (SEIU).

The District and Union agree to amend seniority sections 5.8 – 5.8.3.2 of the current Collective Bargaining Agreement to reflect the following:

Section 5.8 Seniority

Section 5.8.1 Definition and Accrual of Seniority The seniority of an employee will be established and begin to accrue as of the date on which they have begun to work for the District in a permanent or regular position. For positions which multiple employees are hired on the same date and from the same job posting, seniority is established by calculating the total score used in the interview process from highest to lowest, with the highest being the most senior. This includes the interview score, plus any test scores that were used to hire the employee. The determined seniority date will be used when considering promotions and vacation scheduling. Seniority will prevail within the job classification(s) for reductions-in-force, in accordance with Section 5.9 of this Agreement.

Section 5.8.1.1 Employees will be eligible for placement in any of the seniority classifications, if they have been employed in a regular position in that classification (retreat rights). Seniority is determined by the total number of days worked within that classification. When an employee changes to a job in a different seniority classification (i.e. Custodian to Maintenance Helper I), that employee will retain their seniority earned in the previous classification (retreat right seniority); however, seniority is not accumulative from one seniority classification to another.

District records up to August 31, 1998 were based on a perpetual calendar; from that date forward, the employee's actual workdays, subject to the provisions of Section 5.8.1.2 below, shall be utilized to calculate seniority days worked.

Section 5.8.1.2 Loss of Seniority The seniority rights of an employee will be lost upon resignation, discharge or retirement. Seniority will not accrue while an employee is on a leave of absence and/or has exhausted all leave balances, resulting in being in a leave without pay status.

Section 5.8.1.3 Seniority List Publication The District will provide the Union, and all of its employees, with the Employees' Seniority List, by job classification, by January 10 annually. The list will be based on seniority through August 31 of the prior calendar year.

Section 5.8.2 The Seniority Classifications will be as Follows:

Assistant Head Custodian
Bus Driver
Cook/Baker
Courier
Custodian
Dispatcher
Dispatcher/Router
Driver Trainer
FNS Courier
Head Cook/Head Baker
Head Custodian
Helper/Server
Information Technology Support Specialist
Journeyman
Journeyman Mechanic
Laundryperson
Lead Information Technology Support Specialist
Lead Journeyman
Lead Journeyman Mechanic
Maintenance Helper I
Maintenance Helper II
Mechanic Assistant
Mechanic Helper I
Shift Lead Custodian
Warehouseperson
Warehouseperson Helper I

Section 5.8.3 Tie Breaker Procedures Prior to the annual publication of the Employee Seniority List, pursuant to Section 5.8.2 above, the District will review the list to determine if any ties exist. If ties exist, a meeting will be called by the District for the purpose of breaking the tie(s). Those present at the meeting will include one (1) District representative, one (1) Union representative and those employees involved in the tie(s). Employees involved in a seniority tie have the right to appoint a proxy person to attend the tie-breaker meeting, if they are unable to attend. However, if neither the employee nor their appointed proxy is present, then the Union representative will act as the proxy for the purpose of completing the tie-breaker meeting. The following procedures will be utilized to break the tie(s):

Section 5.8.3.1 (Tie Breaker Step 1) The names of the employee(s) involved in the tie(s) will be placed into a container. The Union representative will draw the names out of the container one at a time, the first drawn will be the most senior and the last drawn will be the least senior.

Section 5.8.3.2 This seniority assignment will be maintained for as long as the same tie exists. In the future should an additional employee, for whatever reason, also join that tie group, those employees will participate in the annual draw for that year.

This Memorandum of Understanding will take effect upon the adoption date below and will sunset at the close of the Collective Bargaining Agreement period, August 31, 2020, at which time the language will be placed in the newly bargained Collective Bargaining Agreement.

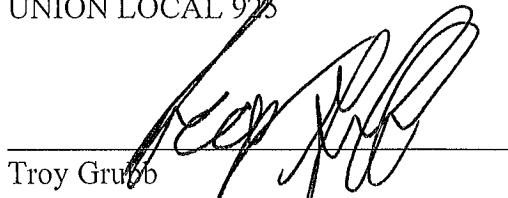
SOUTH KITSAP SCHOOL DISTRICT
NO. 402



Jerry Holsten
Executive Director – HR

4/19/19
Date

SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 928



Troy Grubb
SEIU Chapter President

4/19/19
Date