

MEMORANDUM OF UNDERSTANDING
Between the
Issaquah School District
And
Issaquah Association of Educational Office Personnel
(Public School Employees of Washington/SEIU Local 1948)
And
Issaquah Paraprofessionals
(Service Employees International Union, Local 925)

The following *Memorandum of Understanding* is made and entered into between the Issaquah School District (DISTRICT) and the Issaquah Paraprofessionals (SEIU) and the Issaquah Association of Educational Office Personnel (PSE) concerning the grievances filed October 4, 2018.

WHEREAS, the mutually agreed to *Collective Bargaining Agreement* between the DISTRICT and SEIU reads as follows:

Section 17.4 Pass-Through and Cost of Living Adjustments (COLA's):

For the duration of the contract the rates on the wage schedule shall be increased by the annual COLA or pass-through identified by the State of Washington through legislation or initiative.

Section 17.6.3 Wage Increases; Equity; 2018-2019 (September 1 – August

31): Each Step on the wage schedule, except for the wage for new employees through their Probationary Period, receives a COLA plus four percent (4%) increase.

WHEREAS, the mutually agreed to *Collective Bargaining Agreement* between the DISTRICT and PSE reads as follows:

Section 17.2.1.

Salaries contained in Schedule A shall be for the entire term of this Agreement, further, the District shall pass-through cost-of-living adjustments for the periods 2017-2018, 2018-2019, 2019-2020 and 2020-2021 to all bargaining unit members. Effective September 1, 2017, employees shall receive a five-percent (5%) increase above COLA for 2017-2018. Effective September 1, 2018, employees shall receive a two and one-half-percent (2.5%) increase above COLA for 2018-2019. Effective September 1, 2019, employees shall receive a two and one-half percent (2.50%) increase above COLA. Effective September 1, 2020, employees shall receive a three percent (3.00%) increase above COLA. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date or as negotiated at the time of agreement.

WHEREAS, the DISTRICT asserts the State of Washington did not identify through legislation or initiative any COLA or pass-through for the 2018-19 contract year. The District states the COLA referenced in the agreement that has been previously provided by the State and subject to the requirements of RCW 28A.400.206 are no longer allocated to the District under the new structure of EHB 2242 (2017) and ESSB 6362 (2018).

WHEREAS, Furthermore the Office of Superintendent Public Instruction (OSPI) has confirmed that in fiscal year 2018-2019 the RCW 28A.400.205 lacked a required certification that a COLA was spent on salaries and benefits as COLA was not specifically allocated.

WHEREAS, PSE and SEIU assert that the legislature provided in RCW 41.56.800.(1)(a), that the COLA is the prior year's annual average Consumer Price Index (CPI) for the city of Seattle, which was 3.1 %.

WHEREAS, the DISTRICT increased staffing of positions covered by PSE and SEIU in fiscal year 2018-2019 and District enrollment is below projection which results in a decline in budgeted revenue for school year 2018-2019.

WHEREAS, 28A.400.205(2) reads in relevant part that beginning with the 2019-2020 school year the *“inflationary adjustment index’ means, for any school year, the implicit price deflator for that fiscal year, using the official current base, compiled by the bureau of economic analysis, United States department of commerce.”*

WHEREAS, the Implicit Price Deflator (IPD) for school year 2018-2019 was 1.9%.

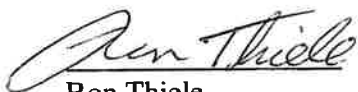
In resolution of these matters, the Parties agree to the following terms:

1. Article 17.4 Pass through and Cost of Living Adjustments (COLA's) Annual Salary Inflationary Increase: of the CBA between the DISTRICT and SEIU will be revised to read that “For the duration of the contract the rates on the wage schedule shall be increased by an annual salary inflationary increase as required by RCW 28A.400.205.
2. Section 17.6.4 Wage Increases; Equity; 2019-2020 (September 1 – August 31): Each Step on the wage schedule except for the wage for new employees through their Probationary Period, receives an ~~COLA~~ annual salary inflationary increase as required by RCW 28A.400.205 plus three percent (3%) four and two tenths percent (4.2%) increase.
3. Section 17.6.5 Wage Increases; Equity; 2020-2021 (September 1 – August 31): Each Step on the wage schedule, except for the wage for new employees through their Probationary Period, receives an ~~COLA~~ annual salary inflationary increase as required by RCW 28A.400.205 plus three percent (3%) increase.

4. Article 17.2.1 of the CBA between the District and PSE will be revised to read that “Salaries contained in Schedule A shall be for the entire term of this Agreement, further, the District shall increase by an annual salary inflationary increase as required by RCW 28A.400.205 for the periods of 2017-2018, 2018-2019, 2019-2020 and 2020-2021 to all bargaining unit members. Effective September 1, 2017, employees shall receive a five-percent (5%) increase above COLA for 2017-2018. Effective September 1, 2018, employees shall receive a two and one-half-percent (2.5%) increase above ~~COLA~~ IPD for 2018-2019. Effective September 1, 2019, employees shall receive a ~~two and one half percent (2.50%)~~ three and seven tenths percent (3.7%) increase above IPD. Effective September 1, 2020, employees shall receive a three percent (3.00%) increase above IPD. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date or as negotiated at the time of agreement.”
5. The District will provide employees holding positions covered by SEIU and PSE *Collective Bargaining Agreement(s)* an inflationary increase of one and nine tenths percent (1.9%) retroactive to September 1, 2018 payable no later than April 30, 2019.
6. The parties to this agreement agree that it shall not be precedent setting and that it shall not be used in any future arbitration as evidence against either party unless it is the subject matter of the dispute. This agreement shall be enforceable through the respective provisions of each parties’ grievance process contained in their respective collective bargaining agreements.
7. The Union and the Grievant agree that this is a full and final settlement of the above-referenced grievances, and that it shall not be pursued to arbitration; and that there shall be no further claim arising from this grievance under the *Collective Bargaining Agreement(s)*. The Unions will withdraw the pending grievances with prejudice.

NOW, THEREFORE, As to


For the District



Ron Thiele
Superintendent

Dated: 2/1/2019

For the Public School Employees of Washington/SEIU Local 1948


Emily Freet
PSE President

Dated 1-29-2019

For the Service Employees International Union, Local 925


Kala Cormier


Dated 1-29-2019


Jennifer Leavitt

Dated 1-29-19


Kim/Loucks

Dated 1/29/2019


Kim Siemons

Dated 1/29/19