

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**BLAINE SCHOOL DISTRICT**



**And**

**SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL 925**



**September 1, 2013 – August 31, 2017**

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CLASSIFIED WAGES SCHEDULE (2013/2014)**Error! Bookmark not defined.**

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## **PREAMBLE**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of September, 2013, by and between the **BLAINE SCHOOL DISTRICT #503** of Blaine, Washington (hereinafter designated as the **District or Employer**) and the **SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925** of Seattle Washington,(hereinafter designated as the **UNION or SEIU**). The parties agree as follows;

### **ARTICLE 1**

#### **UNION RECOGNITION AND COVERAGE OF AGREEMENT**

##### **Section 1.1 - Recognition**

The Service Employees' International Union, Local 925 is recognized by the Employer as the exclusive bargaining agency for all employees described in Section 1.2 and agrees to deal with the Union with respect to wages, hours, working conditions and of grievances adjustment for those employees working within the classifications covered under this Agreement.

##### **Section 1.2 - Bargaining Unit**

The bargaining unit to which this Agreement is applicable, is for all employees performing work in the departments of Maintenance, Custodial, Food Service, Transportation, Secretarial and Para-educators.

### **ARTICLE 2**

#### **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

##### **Section 2.1 - Negotiations**

It is agreed and understood that matters appropriate for negotiation between the District and the Union are wages, hours, working conditions, and adjustment of grievances.

##### **Section 2.2 - New Assignments**

It is agreed that if during the life of the Agreement new kinds of work assignments evolve which generally are to be performed by the departments covered under the Agreement for which there is no classification in the Agreement the parties shall meet and discuss as to job titles and rate of pay.

##### **Section 2.3 - Good Relationships**

Good employer-employee relationships are maintained through discussions in regard to mutual concerns pertaining to working conditions and methods of operations, and both parties mutually agree to discuss said concerns.

##### **Section 2.4 - Rights of Employees**

The District agrees to comply with all Federal, State and Local laws and/or Ordinances relating to the legal rights of employees. The legal rights of employees afforded under said law and shall not be violated or amended by the District.

### **Section 2.5 - Personnel Policies**

The District agrees that a copy of all personnel policies adopted by the Board and not a part of this Agreement shall be provided to the Union prior to the final adoption by the School Board or a reasonable period thereafter.

### **Section 2.6 - Drug Free Work Place**

The Drug Free Workplace Act of 1988 prohibits the unlawful manufacture, distribution, dispensing, possession or use of controlled substances in the workplace.

The District, in cooperation with the Union, will establish a drug-free awareness program that informs employees about the dangers of workplace drug abuse, the District's intent to maintain a drug free workplace; the availability of drug counseling, rehabilitation, and employee assistance programs.

## **ARTICLE 3** **UNION SECURITY**

### **Section 3.1 - New Employees**

The Blaine School District agrees that all new employees must become and remain members of the Union not later than ten (10) days after the completion of the probationary period as a condition of continued employment. In lieu of the above requirements, an employee shall have the option of not becoming a member of the Union providing that said employee pays a service and negotiating fee to the Union equal to the normal monthly dues.

**Section 3.2 - Religious Exemption** If an employee does not wish to join the Union or pay any service charges for reasons based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member, a second alternative shall prevail. Such employee must pay an amount of money equivalent to regular Union dues and to a non-religious charitable organization mutually agreed upon by the employee affected and the representative of the Union. The employee shall furnish written proof that this has been done. If the employee and the representative do not reach agreement on the above matter, the matter shall be referred to the Public Employment Relations Commission whose decision shall be final and binding.

### **Section 3.3 - Maintenance of Membership**

All employees who are members of the Union shall remain members of the Union, as a condition of continued employment.

### **Section 3.4 - Notification of New Hires**

On an annual basis, the Union office shall be advised of all SEIU925 bargaining unit members employed by the District, their date of hire, classification, work location, rates of pay, hours worked, and their home mailing address. Each month thereafter changes in status, including new hires, shall be forwarded to the Union.

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.

**Section 3.5 - Temporary/Casual Employees**

The District may hire temporary and casual employees at a rate as determined by the District. Current SEIU employees will have first rights to said employment provided it does not put them into overtime.

**ARTICLE 4**  
**EMPLOYMENT CONDITIONS**

**Section 4.1 - Acquiring Seniority**

All newly hired employees of the bargaining unit shall acquire seniority after a sixty (60) working day probationary period, and his/her District seniority shall be established as of the date on which he/she was hired by the District (hereinafter probationary period referred to as "date of hire". During the sixty (60) working days his/her retention as an employee shall be entirely within the discretion of the District.

**Section 4.2 - Husband/Wife Supervisor**

Board policy states that no husband/wife shall work under the direct supervision of their spouse.

**Section 4.3 - Required Medical Exam**

Wherein X-rays or physical examinations are required by the Employer, they shall be paid for by the Employer. The Employer shall allow the employee to fulfill above requirements on the District's time at no loss of pay.

**ARTICLE 5**  
**HOURS OF WORK**

**Section 5.1 - Work Week**

Eight (8) hours a day forty (40) hours per week, Monday through Friday constitutes a work week.

**Section 5.2 - Overtime**

Time and one-half will be paid for all time worked in excess of eight (8) hours in any one day and for all time worked on Saturday. Sunday pay will be paid at double time. Comp time shall be allowed at time and one half in accordance with state law.

**Section 5.3 - Extra Driving**

Whenever possible, extra driving for school activities shall be performed by regular drivers. This provision shall exclude any vehicle of ten (10) or less passengers used for activity trips.

**Section 5.4 - Special Runs**

Drivers for special runs shall be notified twenty-four (24) hours in advance whenever possible.

Extra runs that are less than two (2) hours and start or end within one half (1/2) hour of your regular route will be paid as a continuation of your regular route.

**Section 5.5 - Call Back**

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

**Section 5.6 - Lunch Break**

All employees will be allowed not less than one-half hour for lunch.

**Section 5.7 - Rest Periods**

All employees shall receive a fifteen (15) minute paid rest period within each continuous four (4) hours of work. Said rest period shall be as close as possible to the middle of the four (4) hour work period. No employee shall work more than three (3) hours without a rest period.

**ARTICLE 6**  
**WORKING CONDITIONS**

**Section 6.1 - Non-Discrimination**

Neither the District nor the Union shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, religion, age, or marital status. No employee shall be discriminated against for Union membership and/or Union activities.

**Section 6.2 - Existing Level**

No part of this Agreement shall be construed to lower any existing level of compensation, benefits, or favorable working conditions.

**Section 6.3 - Employer's Funds**

No employee entrusted with the Employer's funds shall be responsible for loss due to robbery, fire, or any circumstances beyond his/her control.

**Section 6.4 - Continuous Shift**

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

**Section 6.5 - Change Requests**

Employees are to submit in writing if change of place of employment or job is desired.

**Section 6.6 - Students-Bargaining Unit Work**

No student shall be allowed to perform work that normally and/or traditionally is, has been, or would be performed by a member of the SEIU bargaining unit. This shall not apply to educational programs, including apprentice level assistance through the Family and Consumer Science Education program, with the context of said assignment to be mutually reviewed/approved upon the request of the bargaining unit.

**Section 6.7 - Individual Contract**

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

**Section 6.8 - Extra Work**

All extra work will be paid through the District pay office, the same as their salary.

**Section 6.9 - Distribution of Work**

When the amount of work becomes excessive, the District shall direct itself to the problem (i.e.; overtime, additional personnel, reduction of duties, etc.). Whenever an employee is absent for extended periods of time, or a position once vacant is not filled, the workload will be distributed equally among existing personnel.

**Section 6.10 - Higher Classification**

Any employee replacing or assuming the duties within a higher classification shall receive the higher rate of pay effective the first (1<sup>st</sup>) day. Under no circumstances shall an employee receive less than their normal rate of pay.

**Section 6.11 - Bus Cleaning**

All drivers shall be responsible for the cleaning of any and all buses they drive. (see Section 24.1, Classifications and Rates of Pay)

**Section 6.12 - Bargaining Unit Work/No Subcontracting**

No administrative representative, supervisor, (except the maintenance and transportation Supervisors), teacher, or other persons not a part of the bargaining unit covered by this Agreement, shall take the place of or substitute for SEIU bargaining unit personnel, thus depriving an SEIU bargaining unit member of a job. This shall also apply to any possible overtime. There shall be no subcontracting of bargaining unit work during the term of this agreement, defined as any period of wage and benefit agreement, except by mutual agreement between the Union and the District. This provision is specific to continuous employment, as it is understood that project work (work of a temporary nature) that bargaining unit members do not have the ability to complete on a timely basis is an acceptable exception.

**Section 6.13 - Expense Reimbursement Required Training**

Any employee required by the District to attend seminars, workshops or other special training shall be reimbursed for expenses incurred as approved by the District in advance. Employees so authorized shall receive reimbursement expenses in accordance with the District policy. No employee will lose time due to employer required training. If required training is less hours than his/her normal work day, the employee shall not lose compensation and may be required to return to work. Copies of the current District policy will be provided to the SEIU Chapter President.

**Section 6.14 - Job Descriptions**

The District will provide all employees with a copy of a current general job description and will review these job descriptions with the employee at least annually. Both parties recognize however,

that because of the smallness of the District it is necessary to modify these jobs and job descriptions from time to time. An employee may request the employer to review his/her job description if the employee believes it no longer reflects the work being performed. The District shall furnish copies of job descriptions to the Union on all job classifications in the bargaining unit.

**Section 6.15 - Letter on File**

All letters of a derogatory nature, will be removed and expire in each employee's personnel file after one (1) year, except those items that are mandated to remain by State law. It shall be the employee's responsibility to notify the District personnel office of such expiration. The District retains the right to include reference to issue of a job performance nature in the employee's annual evaluation.

**Section 6.16 – Evaluation**

The official evaluation form shall be) the Performance Appraisal for Classified Employees form in Appendix #3. A conference with the employee and supervisor regarding the evaluation will be held by June 30 each year with twelve-month employees and all others by June 10.

**ARTICLE 7**

**SICK LEAVE, BEREAVEMENT LEAVE AND JURY DUTY**

**Section 7.1 - Sick Leave**

Each regular employee shall be entitled to one (1) days sick leave for each month's work.

**Section 7.1.1 - Accrual**

Each regular employee shall be entitled to one (1) day sick leave for each month worked. Those employees employed on less than a full time basis shall earn sick leave on the basis of one (1) day per month worked, pro-rated as to all hours worked.

**Section 7.1.2 - Absence Beyond Accumulation**

For absence due to illness beyond the accumulative sick leave, the deduction per day will be based on the length of the individual's work day.

**Section 7.1.3 - Maximum Accumulation**

The allowable maximum sick leave accumulation shall be no more than one hundred and eighty (180) days.

**Section 7.1.4 – Family Medical Leave**

Employees of the District shall be allowed the use of sick leave for the care of a family member in accordance with the state and federal family leave acts.

**Section 7.1.5 - Physician's Verification**

A doctor's certificate may be required to verify an illness whenever an employee is absent for more than five (5) consecutive days.

**Section 7.1.6 - Annual conversion of Accumulated Sick Leave**

Each January any employee who, at the end of the immediately previous calendar year, shall have accumulated in excess of sixty (60) days of unused sick leave may elect to convert unused

sick leave earned the previous year in excess of sixty (60) days to monetary compensation at the current rate set forth by Washington State Legislature of the employee's full-time daily rate of compensation at the time of termination from employment for each full day of eligible sick leave. Any such election shall be made by written notice to the Superintendent during the month of January. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of applicable law.

#### **Section 7.1.7 - Conversion of Sick Leave Upon Retirement or Death**

Any employee who hereafter shall retire or who shall die while employed by the District may elect (personally or by his/her personal representative, as is appropriate) to convert accumulated, unused sick leave days to monetary compensation at the rate set forth by Washington State Legislature of the employee's full time daily rate of compensation at the current set forth by the Washington State Legislature time of termination from employment for each full day of eligible sick leave. Any such conversion of sick leave upon retirement or death shall be subject to the terms and limitations of applicable law.

#### **Section 7.1.8 - Sick Leave Sharing**

Employees may donate sick leave to a fellow employee who is suffering or has a relative or household member suffering from an extraordinary or severe illness, (as defined by WAC 392-126-095), injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his/her employment. Prior to consideration for approval, the employee shall provide written documentation from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary and expected duration of the condition. Any such donation of sick leave shall be subject to the terms and limitations of the law. Such leave shall be calculated on a day donated and day received basis that is without consideration of the rate of pay of the donor or the recipient.

#### **Section 7.2 - Bereavement Leave**

Three (3) days, non-cumulative, shall be allowed for each death in the immediate family. The term immediate family as used herein shall be Father, Mother, Sister, Brother, Son, Daughter, Wife or Husband, Grandparent, and in-laws related to the above. Two (2) additional days will be granted by the Superintendent when travel is beyond 200 miles, then sick leave will be used.

Foster and/or step relationships may be considered equivalent to blood relatives at the sole discretion of the school Superintendent.

In the event that an employee suffers a loss through death of a person outside the immediate family, up to three (3) days paid leave per bereavement may be granted at the sole discretion of the Superintendent.

#### **Section 7.3 - Jury Duty**

No employee shall suffer loss of compensation for jury duty and/or service as a legally subpoenaed witness.

**Section 7.4 - Emergency Leave**

Two (2) non-accumulative full days per contract year shall be granted for emergency purposes. Emergency leave shall be limited to the following areas:

**Section 7.4.1 - Immediate Family**

Illness in the immediate family. Immediate family shall be limited to children, beyond the age of eighteen (18), husband, wife, mother, father, father-in-law, mother-in-law, brother, sister, or any member of the immediate household.

**Section 7.4.2 - Emergency Leave**

Other matters that have been suddenly precipitated where pre-planning is not possible or where pre-planning could not relieve the necessity of the employee’s absence. Employees requesting consideration for an absence under this paragraph shall submit a detailed explanation to the Superintendent of Schools within five (5) days after return to duty. The Superintendent shall be the sole authority for approving or disapproving the emergency leave application under this paragraph. All matters pertaining to emergency leave shall be held in strict confidence.

**Section 7.4.3 - Extra Days**

Up to three (3) additional days (deducted from sick leave) may be granted at the sole discretion of the Superintendent.

**Section 7.5 - Paternity Leave**

Paternity leave may be taken under the Family Medical Leave Act listed in 7.1.4.

**ARTICLE 8  
HOLIDAYS**

**Section 8.1 - Holidays**

All regular employees will be granted the following holidays without loss of pay:

- |                        |                            |
|------------------------|----------------------------|
| New Year’s Eve Day     | Veteran’s Day              |
| New Year’s Day         | Thanksgiving Day           |
| Martin Luther King Day | Day after Thanksgiving Day |
| President’s Day        | Christmas Eve Day          |
| Spring Break           | Christmas Day              |
| Memorial Day           |                            |
| Independence Day       |                            |
| Labor Day              |                            |

**Section 8.1.1 - Time Off**

Time off begins at the close of the working day preceding the holiday and up to the starting time of the working day following the holiday.

**Section 8.2 - Personal Days**

All employees of the District shall be allowed two (2) personal days to conduct personal business. These days would be used whenever the employee determines an appropriate time, but the District would not hire substitutes unless an employee is in a critical position where his/her absence would need to be filled, (i.e. critical care student, bus driver, etc.). Said personal days to be paid by employer. Personal days not to be used one (1) week after school starts or one (1) week before school gets out. Request to be submitted at least five (5) days in advance whenever possible.

**Section 8.2.1 - Accumulative**

One personal leave day may be carried over from one year into the next for a total accumulation of three (3) personal leave days in any one contract year.

**Section 8.3 - School Term Holidays**

If a holiday falls on a Saturday or Sunday and is not observed on the work day previous or the following day, the employee shall be granted an additional day of paid vacation. School term employees shall be granted those holidays that fall within their working period pro-rated as to hours worked in the pay period of the previous month.

**Section 8.4 - School Term Employment Extended**

A school term employee whose employment is extended during the summer months shall also be entitled to holiday pay for those holidays that fall within their extended working period.

**ARTICLE 9**  
**VACATIONS**

**Section 9.1 – Vacations**

The following schedule shall prevail:

**One (1) to Five (5) Years of Service**

Twelve (12) working days vacation;

**Sixth Year and Beyond**

Add one (1) additional day per year to a maximum of twenty-five (25) days.

School term nine (9) month employees or employees working less than full time shall be granted vacation pay pro-rated as to all regular hours worked per the schedule shown below;

**Five (5) Years Service**

Ten (10) working days vacation

**Six (6) Years and Beyond**

Add one (1) additional day per year to a maximum of twenty (20) days.

**Section 9.2 - Vacation Scheduling**

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

All full time employees may be allowed to schedule up to one (1) week vacation during the school year at the sole discretion of the Superintendent. Scheduling of this vacation will only occur when it is in the District's best interest not to have the employee on vacation during the summer months or during the school vacation period.

**Section 9.2.1 - Variable Time**

Vacation schedules may vary from the established time if mutually agreeable to the employee and the supervisor.

**Section 9.2.2 - Vacation Accrual/Usage**

All vacation time can be accrued up to 240 hours.

**ARTICLE 10**  
**REPRESENTATIVES AND STEWARDS**

**Section 10.1 - Union Representatives**

It is agreed that the Union shall have the right to establish Stewards to represent the bargaining unit membership and the Union shall inform the District of the appropriate Steward for each job classification.

**Section 10.2 - Union Representatives/Stewards**

The Union Representatives/Stewards shall be allowed to leave their places of work after checking out with their immediate supervisor to be present with and represent any member at the member's request during discussions between the member and supervisor or any other representatives of the District.

**Section 10.3 - Union Activities**

The Union Representative/Steward shall represent the Union in meetings with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate possible grievance complaints or general conditions of employees on District time when the nature of the problem makes it necessary.

**Section 10.4 - Work Site Visitation**

The Union Representative from the Local Union staff shall be permitted to visit employees on the premises of the District to conduct business of the Union, provided he/she does not unduly interrupt the work of the employees.

**ARTICLE 11**  
**SENIORITY**

**Section 11.1 - Seniority**

District seniority shall be defined as the employee's last beginning date of continuous employment, exclusive of time initially substituted in the position and paid off of a substitute timesheet. School term employees shall be deemed as full time employees for the purposes of seniority. Employees hired on the same date will determine the senior employee by having the supervisor draw names out of a hat. In addition to the supervisor, the employees and a union representative should be present.

**Section 11.2 - Seniority Passover**

Seniority for all non-lead promotions shall be applied as follows:

1. By Classification - Associates, Cafeteria, Secretarial/Clerical, Operations, Transportation
2. By Department – Departments are those specific units under each classification
3. By District, after two (2) years of employment.

For promotions to Lead positions and for persons employed for less than two (2) years an employee's seniority shall prevail as defined herein, except that the District may hire any candidate who is substantially more qualified than the senior applicant.

In addition, the District retains the option, following the interview process, to present to the Union for consideration the rationale that the employee with overall "District" seniority, regardless of classification, is the most qualified applicant for the position. A decision to assign said applicant must be mutually agreed upon by the District and the Union.

**ARTICLE 12**  
**JOB VACANCIES AND BID PROCEDURES**

**Section 12.1 - Vacancies**

When vacancies or new positions occur, notice shall be posted on the official bulletin board of each school, bus garage, each school kitchen, middle school kitchen and a copy sent to the Union. In the event that an employee terminates his/her employment with less than fifteen (15) calendar days notice the time required for posting shall not exceed seven (7) calendar days.

In the event it becomes necessary to add (2 hours or less) time to a specialized associate position during the school year for a specific student need, the district is not required to post the added hours. If the position or added hours continues for a second year, the additional hours will then be posted.

**Section 12.1.1 - Filling Positions**

All vacant positions shall be filled by the District within twenty (20) working days from the date they were notified that a vacancy would exist. Substitutes will be used in the interim prior to the position being permanently filled. Unless the position falls within the parameters of 12.1.3 a substitute will be appointed during the interim period (20 days).

**Section 12.1.2 - Posting**

All job openings shall be posted in the locations listed in 12.1 for a period of seven (7) working days prior to being advertised to the general public. (external)

**Section 12.1.3 - Unfilled Vacated Positions**

In the event the District decides not to fill a vacated position, the District agrees to consult with the Union, the reasons for which the position will not be filled and further, and to discuss with the Union the reassignment and/or rescheduling of the workload distribution brought about by unfilled vacancy.

**Section 12.2 - Job Title/Description**

All postings shall contain a job title, description and the work location of the position in question.

**Section 12.2.1 – Minimum Hours**

No position shall be for less than a two (2) hour minimum.

**Section 12.3 - Subsequent Jobs**

Any subsequent jobs, which are opened by reason of promotion to the posted positions, may be filled by the employees passed over for the initial opening upon the filling of the initial job opening.

**Section 12.4 - Bid Procedure**

Any employee desiring to bid on a position so posted as outlined above shall submit a School District Job Bid Form (herein included as Attachment #2) to the District office and retain a copy for himself/herself requesting consideration for the position posted no later than ten (10) days from date of opening.

**Section 12.5 - Passed Over**

Any applicant who is passed over in seniority shall be given notice of such fact together with reason at least three (3) days prior to the date the position is to be permanently filled.

**Section 12.6 - First Consideration**

In the event of promotion, filling of vacancies or establishment of new classifications, employees of the District shall be given first consideration.

**Section 12.7 - Procedure for Employees on Leave**

Any employee on an authorized leave of absence or on sick leave who returns to work prior to the day the position is to be permanently filled and who has given written notification of an interest in that department shall be sent a copy of the posting prior to the position being permanently filled providing the employee notifies the District of any change of address.

**Section 12.8 - Posting Outside of School Term**

When any job posting is conducted outside of the school term all school term employees who have given written notification of an interest in that department shall be sent a copy of the posting prior to the position being permanently filled.

**Section 12.8.1 - Form**

Copy of such form from employee to the District, shall appear as an addendum to this Agreement.

**Section 12.9 - Trial Period**

The employee shall be given sixty (60) working day trial period. Failure of the employee to meet the job requirements shall be returned to his/her former position provided, however, that if a replacement has been employed in the former position, said replacement shall be terminated.

**Section 12.10 - Summer Positions**

Regular ten (10) month and/or part-time employees shall be given first option to fill all summer positions according to District wide seniority. Such posting shall be provided to all employees who have indicated an interest, via the summer notification form. (See appendix). A listing of the available summer positions, including rate of pay, shall be posted as soon as known.

**Section 12.11 - Transfers**

Should an involuntary transfer of position become necessary the following procedure shall apply:

**Section 12.11.1** Any position that might become available by reason of transfer shall first be posted as such asking for volunteers.

**Section 12.11.2** If there is no current classified employee interested in such transfer the district may involuntarily transfer. The least senior employee of the department who meets the minimum qualifications of that transfer position.

**ARTICLE 13**  
**WAGES**

**Section 13.1 - Wage Scale**

The wage scale shall be negotiated and attached and shall become part of this Agreement. Effective, September 1, 2013, 1.5% increase will be applied to each cell of the base pay rate of all SEIU Local 925 positions in the first year of the contract.

Effective September 1, 2014, all positions brought to 103% of the Whatcom County School Districts wage scales.

Effective September 1, 2014, a 1% increase will be applied to each cell of all positions after the hourly rate adjustments (103% of 2013—2014 Whatcom County average) are made to the applicable positions, including the Library Technical Associate position.

**Library Technical Associates**

Beginning on September 1, 2014, an hourly rate increase, computed at the midpoint between the 13/14 Library Technical Associate rate and the 13/14 Specialized Technical Associate rate will be applied to the Library Technical Associate position.

**Section 13.2 - Retroactive**

It is agreed that any changes in wages resulting from negotiations shall be retroactive to the anniversary date of this contract.

**Section 13.3 - Checks**

The District will provide pay vouchers in a secure and confidential manner to the employees as is reasonably expedient and efficient to the District. The pay vouchers shall list the amount of accrued vacation, sick leave, and other information as is practical.

**ARTICLE 14**  
**HEALTH AND WELFARE**

**Section 14.1 - Health & Welfare Insurance**

The District agrees to provide options for dental insurance, eye insurance, and a medical payment plan for the employee and family and long term disability insurance for the employee. The District will provide a contribution in the amount of state pass through as dictated by the legislature for each employee effective October 1<sup>st</sup> of each year and an additional \$25.00 per month per employee for Health and Welfare benefits, plus the retiree carve out. The District will pay 100% of the applicable premium for a 30K Employee Term Life/AD&D policy and Employee Assistance Plan (EAP).

The District agrees to continue with the enhancement of the SEIU insurance benefit pool by fifty-seven thousand, five hundred dollars (\$57,500) at the beginning of the 2013 contract year and will continue this enhancement annually. An additional 10% enhancement will be applied to the SEIU Local 925 benefit pool on September 1, 2014 (approximately \$5,750).

**Section 14.1.1**

All turn-out time for bus drivers shall be used in calculating all medical benefits.

**Section 14.1.2 - Less than Full Time**

All employees working less than full time shall receive a District contribution rate to be calculated on the full time equivalent basis (1440 hours) times the FTE each employee generates.

**ARTICLE 15**  
**LEAVE OF ABSENCE**

**Section 15.1 - Leave of Absence**

Any employee may be granted a leave of absence for the following reasons:

1. Military Duty Leave
2. Medical, Maternity and/or Serious illness Leave where sick leave is exhausted
3. Education Leave
4. Union Leave
5. Serious illness
6. Financial problems
7. Marital problems

8. Leave to appear as a witness or plaintiff or defendant in court
9. Leave for civic duty, or similar reasons.

### **Section 15.2 - Military Leave**

This applied to an employee's military obligation.

### **Section 15.3 - Maternity Leave**

An employee requesting maternity leave shall give written notice to the District at least two (2) weeks prior to the commencement of said leave. The written request for maternity leave shall include a statement as to the expected date of return of employment, and within thirty (30) days after childbirth, shall inform the employer of the specific date when employee shall return to work. Sick leave shall be granted under the section entitled Sick Leave, contained herein. In the event sick leave has been exhausted, then the employee shall be granted any accumulated vacation days.

### **Section 15.4 - Medical Leave**

With proper notification Medical Leave shall be granted in accordance with the State and Federal Family Medical Leave Acts.

### **Section 15.5 - Education Leave**

Which includes technical and vocational training or college or university education.

### **Section 15.6 – Union Leave**

The Union leave will be allowed as needed with the cost of any necessary substitute paid for by the Union.

### **Section 15.7 – Return to Work and Job Openings**

Any employee who is on an authorized leave of absence shall return to their previously held position if the duration of the leave is less than twelve (12) consecutive months or if their leave extends to twelve (12) months and up to twenty four (24) months be given first consideration for any job openings for which he/she is qualified prior to filling a position with someone who is not employed by the District.

### **Section 15.8 - Approval**

All leaves of absence must be approved by the Superintendent and leaves over ten (10) days will be submitted to the board for their approval. Employees are encouraged to take leaves in which they have flexibility in scheduling during non-student days as these leave requests are more likely to be denied than leaves necessitated by circumstances outside of the employee's control. In addition, the superintendent and the Board will give objective consideration to requests for unpaid leave in response to a "unique once in a lifetime opportunity" for an employee, provided that the operations of the District will not be substantively disrupted.

### **Section 15.9 Duration**

An employee may request a leave of absence up to twelve (12) consecutive months and may request an extension for up to an additional twelve (12) months (for a maximum of twenty four (24) months) for any qualified reason as noted in 15.1 - Leave of Absence.

**ARTICLE 16**  
**INDUSTRIAL INSURANCE COVERAGE**

**Section 16.1 - Industrial Insurance Compensation**

For a period of absence from work due to an injury or occupational disease resulting from an employee's employment with the School District, the employee shall file a claim for Industrial Insurance Compensation.

**Section 16.1.1 - Procedure**

The Employee shall send a letter in writing to the Superintendent of the School District, a letter to the Department of Labor and Industries, Industrial Insurance Division, and a letter to the Union informing of such on the job injury or related sickness.

**Section 16.1.2 - Pro-Rate Sick Leave**

The School District agrees to pro-rate an employee's sick leave so that both combined will equal the employee's regular salary. This shall begin as of the first day of absence from work.

**Section 16.2 - Election of Benefits**

The employee has the right to either elect to pro-rate his/her sick leave for full compensation, or he/she may elect to only receive Industrial Insurance Compensation (time loss). Such agreement must be in writing and sent to the Superintendent of the School District and a copy to the Union. Provided further:

**Section 16.2.1 - Denial of Claim**

If an employee applies for Industrial Insurance Compensation and the claim is then or later denied, sick leave or annual leave may be used for the absence of the employee.

**ARTICLE 17**  
**GENERAL PROVISIONS**

**Section 17.1 - Former Position**

Any employee who is on a medical leave of absence, industrial insurance accident, sick leave or has exhausted his/her sick leave shall be granted his/her former position when released for work from a doctor, provided he/she is able to perform his/her work. This Section will be limited to one (1) per year. Provided further:

**Section 17.1.1 - Intent**

An employee shall, to the best of their ability, submit a letter to the District not later than thirty (30) calendar days prior to the end of their scheduled leave of absence stating their intentions of whether to return to work for the school district.

**Section 17.2 - Temporary Employee**

Any employee who fills a position vacated for reasons set forth in Section 17.1 shall be hired as a temporary employee.

**Section 17.2.1 - Benefits**

A temporary employee shall be subject to all provisions of this contract and participate in all benefits.

**Section 17.2.2 - Temporary/Permanent**

A temporary employee shall have their seniority calculated from their first date of hire consistent with Section 11.1 Seniority. Should the position the temporary employee is filling become vacant due to the employee on leave informing the District they will not be returning, the temporary employee shall complete the original term of the leave in the position and the position will then be posted as a vacant position consistent with **Article 12, Job Vacancies and Bid Procedures**. A temporary employee may bid on an open position consistent with **Article 12, Job Vacancies and Bid Procedures**. If the temporary employee is not awarded an open position within sixty (60) calendar days following the end date of their temporary assignment they shall lose their seniority.

**Section 17.3 - Time Period**

If an employee is off for more than one (1) year for reasons set forth in Section 17.1, such employee shall be given consideration on a job opening for which he/she is qualified provided, however, that if the leave is due to an industrial accident or illness, this leave time period shall be extended to eighteen (18) months.

**Section 17.4 - Extended Leave/Seniority**

Any employee who leaves the employment of the District for a period of three (3) years or more (excluding termination) may be considered a new hire by the District, if such employee returns to the District, excluding military leave.

**Section 17.5 - No Loss of Benefits**

Any employee who is off work due to any reasons set forth in Section 17.1 - General Provisions, shall not suffer any loss of benefits. This section shall have a one (1) year limitation.

**ARTICLE 18**  
**GRIEVANCE PROCEDURE**

**Section 18.1 - STEP ONE**

For contract interpretation and enforcement, members should contact their Steward and the SEIU Local 925 office for advice and assistance. <http://www.seiu925.org/member-resource-center/>

The aggrieved party shall have ten (10) working days from the date the party was aware that a grievance existed to file a grievance. Within ten (10) working days, the SEIU 925 member and the Steward or other Representative of SEIU 925 shall discuss the unresolved grievance with the immediate supervisor and any supervisor who is involved in the dispute.

**Section 18.2 - STEP TWO**

If there is no satisfactory agreement reached at **Step One** of the grievance procedure within ten (10) working days the grievance shall be reduced in writing and given to the Representative of the Union

who shall meet with the Superintendent within twenty (20) working days from receipt of the written grievance.

**Section 18.3 - STEP THREE**

If no mutual resolve is reached at **Step Two** of the grievance procedure the grievance shall be submitted to the School Board. The School Board shall act within twenty (20) working days of the grievance.

**Section 18.4 - STEP FOUR**

If the matter is not settled at Step Three, the Union, within fifteen (15) working days from receipt of the Board's response may inform the District of the Union's intent to arbitrate the dispute. When a timely request has been made for arbitration, the parties shall request the Public Employment Relations Commission (PERC) to assign a certified arbitrator pursuant to RCW 41.56. The arbitrator will be without power or authority to make any decision, which requires the commission of an act prohibited by law and shall have no power to add or modify any terms of the agreement. The arbitrator's decision shall be final and binding on all parties. Each party shall bear one half (1/2) of the fee of the arbitrator and any other expenses jointly incurred by mutual agreement incident to the arbitration hearing. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of the witnesses called by the other party.

**Section 18.5 - Extension**

The failure of either party to comply with the time limitation provisions the moving party may exercise the next step of the grievance procedure provided further: that the limitations may be extended by written mutual agreement of both parties and that Section 18.3 applies to Section 18.1 and 18.2 of the grievance procedure.

**ARTICLE 19**  
**SAVINGS CLAUSE**

Any clause in this contract that is in conflict with any Federal or State laws now in existence or any laws that may hereafter be passed by the regularly constituted authorities such clause or clauses shall be amended to conform with such laws.

**ARTICLE 20**  
**EXTRA DRIVING RUNS**

**RULES AND PROCEDURES FOR EXTRA BUS RUNS**

**Section 20.1 – Drivers Who Are Working in Another Department**

All drivers who are currently working in another department shall complete their shift within that department before taking extra bus runs unless an emergency exists, except for state tournaments, early release, conferences and trips that are eight (8) hours or more in duration with pre-approval of both supervisors. The Transportation Supervisor has the discretion to assign duties within the transportation classification/transportation department.

**Section 20.2 - Rotation List** A rotation list according to seniority of all approved bus drivers shall be placed in plain sight located at the transportation garage.

**Section 20.3 - Procedure**

- A. The seniority rotation list shall start at the beginning of the school year with the most senior driver being placed at the top of the list and next senior driver being placed second on the list, etc.
- B. When an extra driving run becomes available it shall be assigned to the driver at the top of the seniority rotation list. After completion of that trip the driver's name shall be placed at the bottom of the seniority list. The next driver at the top of the list shall then be assigned the next extra bus run and after the completion of the trip be moved to the bottom of the list, etc., down the list.
- C. When it is a driver's turn (according to the order of the seniority rotation list) to take an extra driving run and he/she fails to drive that run, their name shall automatically be placed at the bottom of the seniority rotation list.

**EXCEPTIONS –**

Under the following circumstances a driver shall not be placed at the bottom of the list when he/she fails to take an extra bus run:

- A. Extreme illness of the driver.
- B. Extreme illness/death in the immediate family of the driver.
- C. For safety reasons the driver feels he/she is not qualified to take an extra run (such a decision must be confirmed by the supervisor of transportation).

**Section 20.4 - Responsibility**

All bus drivers while on extra runs shall remain with the bus except during break and meal periods. All bus drivers shall be responsible for the reasonable safety and security of the bus driven.

**Section 20.5 - Overnight/Special Runs**

All overnight runs and runs requiring special expertise (i.e., Mt. Baker ski runs, Moscow, etc) shall be approved by the supervisor of transportation.

**ARTICLE 21**  
**DISCIPLINE AND DISCHARGE**

**Section 21.1 - Discipline**

The District shall have the right to discipline an employee for just cause only.

**Section 21.2 - Discharge/Warning**

Any discharge or warning shall be subject to the grievance procedure contained herein.

**Section 21.3 - Just Cause**

The following reasons shall be just cause for immediate discharge:

Drunkenness  
Drinking on the job  
Gross immoral conduct  
Theft

Willful damage to school property  
Possession of narcotics  
Gross Insubordination

#### **Section 21.4 - Written Warnings**

All other just cause reasons for discharge shall require at least one (1) verbal warning, one (1) informal written warning and two (2) formal warnings in writing. Such warnings shall be filed in triplicate. One (1) copy to the employee, one (1) copy to the Union, and one (1) copy to be maintained in the employee's file. All warnings shall have a statute of limitation of two (2) years.

#### **Section 21.5 - Specific Cause**

Any employee who has been discharged ~~for just cause~~ shall be given a written statement of the specific cause of discharge at the time of discharge or within a reasonable time thereafter. Prior to dismissal, a pre-determination (Loudermill) meeting will be scheduled to give an employee an opportunity to make his/her case before the final decision is made. The employee has the right to have a union representative present at the pre-determination meeting.

#### **Section 21.6 - Notice**

Termination of employment shall require not less than fifteen (15) calendar days notice. Notice will not be required, however, in any dismissal outlined under Section 21.3 in which case the Union Representative will be notified immediately. Employees shall be given fifteen (15) calendar days notice before leaving. Failure of an employee to notify the District fifteen (15) calendar days prior to leaving shall result in the loss of any accrued benefits, including vacation and holiday pay not yet earned.

### **ARTICLE 22** **LAY OFF AND ELIMINATION OF POSITION**

#### **Section 22.1 - Reduction in Force**

In the event that the District must resort to reduction in force, the following guidelines will be observed in selecting the personnel to be released from employment:

##### **Section 22.1.1 - Continuous Years**

Seniority shall be defined as total continuous years of experience with the District.

##### **Section 22.1.2 - Determination**

Staff reduction shall be determined according to seniority with dismissals beginning with the employee with the least seniority within classification, then by department, last by District.

#### **Section 22.2 - Reduction in Force Procedure**

##### **Section 22.2.1 - Exercise Seniority**

The employee shall exercise seniority within his/her current position.

**Section 22.2.2 - Lesser Position/Current Department**

If no position exists then the employee shall exercise seniority in any lesser position in his/her current department.

**Section 22.2.3 - Lesser Position/Other Department**

If no position exists, then the employee shall exercise seniority in any lesser position in the District in which the employee has worked.

The above three (3) items must be followed in the normal sequence. No step may be passed over. No employee may exercise seniority rights where it would result in the employee's hours being increased by more than one (1) hour over and above the employee's current position, which is affected by a reduction or elimination.

**Section 22.3 - Rehire**

- A. Employees released to reduction in force shall remain in an employment pool for two (2) years following the date of release.
- B. Employees in the employment pool shall be recalled as positions become available according to seniority in Section 22.3 (A) of this Article.

**Section 22.4 - Bumping**

If any position to which an employee is permanently assigned and is abolished said employee shall exercise seniority. Bumping shall be confined to any position currently held or less position according to Section 22.2 of this Article.

**Section 22.5 - Retain Sick Leave/Seniority**

Employees released from District employment for reasons of reduction in force or job elimination shall retain but not accrue their sick leave and seniority rights for a period of two (2) years.

**ARTICLE 23**  
**MANAGEMENT RIGHTS**

**Section 23.1**

It is agreed that the customary and usual, rights, powers, functions and authority of management are vested in management officials of the District. Included in these rights, in accordance with applicable laws in regulations, is the right to direct the work force, the right to hire, evaluate, promote, retain, transfer and assign employees in positions; the right to suspend, discharge, demote or take other disciplinary action against employees for just cause; and the right to release employees from duties because of lack of work or levy-loss or for any other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the number and kinds of personnel by which such operation is conducted.

**ARTICLE 24**  
**CLASSIFICATIONS AND RATES OF PAY**

**Section 24.1 - Warm Up/Cleaning**

All bus drivers shall be paid .5 hours per shift for warm up and cleaning of buses. Not to exceed one (1) hour per day. It is the intent of this language that bus drivers will be on site and directly engaged in bus warm up and/or bus cleaning responsibilities for the full duration of the paid time.

**Section 24.2 - Activity Trips**

All bus drivers shall be compensated for all hours missed from their regular driving time due to activity trips.

**Section 24.3 - Training Period**

The training period for all bus drivers shall extend until the driver has obtained a permanent school bus driver's certificate.

**Section 24.4 - Application of Wage Scale**

The wage scale shall apply to all employees regardless of the number of hours worked per day.

**Section 24.5 - Shift Premium**

A shift premium of forty cents (\$0.40) per hour shall be paid for all hours worked on the swing shift and the shift premium of fifty cents (\$0.50) per hour for all hours worked on the graveyard shift. Swing shift is identified as any shift in which the majority of the scheduled hours worked fall between the hours of 4:30 p.m., and 12:30 a.m. Graveyard shift is identified as any shift in which the majority of the scheduled hours fall between 12:30 a.m., and 8:30 a.m.

**Section 24.6 - Longevity**

Service years, with the Blaine School District, will be based upon a cut-off of November 30 in any given year, in order to calculate incremental adjustments for longevity purposes. Service year increases are applied after 3 years of service, 6 years of service, 9 years of service, 12 years of service and 15 years of service.

**ARTICLE 25**  
**NO STRIKE - NO LOCKOUT**

**Section 25.1**

The District and the Union agree that public interest requires efficient and uninterrupted performance of the educational process and for this reason it is the intent of the parties to settle disputes by the grievance procedure provided for herein. It is therefore agreed that during the term of this Agreement; (1) the Employer shall not lock out its employees; and (2) neither the employees nor their agents or other representatives shall directly or indirectly authorize, assist, or encourage or participate in any way in any strike including any sympathy picketing, walkout, slowdown, boycott, or any other interference with the operations of the Employer.

**ARTICLE 26**  
**LENGTH OF AGREEMENT**

Section 26.1 Term of Agreement.

This Agreement will be in effect from September 1, 2013 through August 31, 2017.

Section 26.2

Wage rates and longevity recognition payments on the wage schedule shall be increased by the annual COLA or pass-through identified by the State of Washington through legislation or initiative for the duration of the contract. Health and Welfare shall be in accordance with Article 14, Health and Welfare.

Section 26.3 Reopening.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing, provided that:

Wages and benefits (including VEBA) will be open to be bargained for the 2015/2016 and 2016/2017 contract years at the end of the 2014/2015 contract year.

State, Federal, and ACA Implementation of Health Care

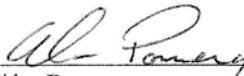
The parties recognize that the Affordable Care Act could offer opportunities for many employees to buy health insurance coverage for themselves and their dependents that is more affordable and/or more robust in terms of premiums, coverage, or both than what the District can offer.

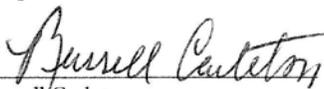
The parties agree to reopen the medical portion of the Health and Welfare for each year of the Agreement for implementation of state, federal, and ACA related changes to the medical benefits. The reopener will not result in a reduction of the health insurance allocation covered in this Agreement.

Signed this 3<sup>rd</sup> day of October, 2013

For the Union

  
Dornie MacKenzie, Field Director  
SEIU Local 925

  
Alan Pomeroy  
Chapter President

  
Russell Carleton  
Chapter VP, Political Activities

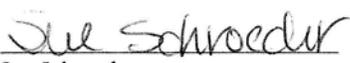
  
Kim Ingham  
Chapter VP, Conflict Resolution

  
Sabrina Hendricks  
Chapter Secretary Treasurer

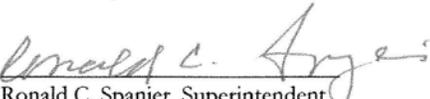
  
Robin Gray

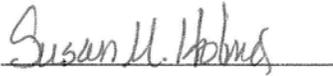
  
Samantha Litke

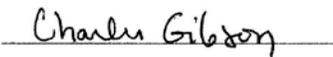
  
Cindi McDonald

  
Sue Schroeder

For the Employer

  
Ronald C. Spanjer, Superintendent  
Blaine School District

  
Susan M. Hobbs

  
Charles Gibson

  
Michael H. Dodd

\_\_\_\_\_

2013-2014 Blaine School District / SEIU Salary Schedule								
DESCRIPTION	POS CODE	1 YEAR	2 YEARS	3 to 5 YEARS	6 to 8 YEARS	9 to 11 YEARS	12 to 14 YEARS	15 YEARS
<b>ASSOCIATES</b>								
PLAYGROUND ASSOCIATE	1	\$13.47	\$13.47	\$13.66	\$13.86	\$14.07	\$14.34	\$14.61
TEACHER ASSOCIATE	2	\$13.80	\$13.80	\$14.01	\$14.22	\$14.42	\$14.70	\$14.97
TECHNICAL ASSOCIATE	3	\$14.51	\$14.51	\$14.74	\$14.95	\$15.16	\$15.46	\$15.75
SPECIALIZED ASSOCIATE	4	\$16.17	\$16.17	\$16.41	\$16.66	\$16.90	\$17.21	\$17.54
<b>CAMPUS SUPERVISOR</b>								
CAMPUS SUPERVISOR	5	\$16.17	\$16.17	\$16.41	\$16.66	\$16.90	\$17.21	\$17.54
<b>SOCIAL SERVICES/REG NURSE</b>								
SOCIAL SERVICES/REG NURSE	6	\$27.67	\$27.67	\$28.07	\$28.49	\$28.91	\$29.47	\$30.01
SPEECH LANGUAGE PATHOLOGIST ASSISTANT	11	\$22.00	\$22.00	\$22.33	\$22.66	\$22.99	\$23.43	\$23.87
DRUG & ALCOHOL COUNSELOR	7	\$26.34	\$26.34	\$26.74	\$27.13	\$27.53	\$28.05	\$28.57
<b>CAFETERIA PERSONNEL</b>								
ASSISTANT COOK	8	\$15.44	\$15.44	\$15.66	\$15.89	\$16.13	\$16.43	\$16.75
COOK	9	\$17.18	\$17.18	\$17.45	\$17.70	\$17.97	\$18.30	\$18.65
<b>SECRETARIAL / CLERICAL PERSONNEL</b>								
BUILDING SECRETARIES	10	\$17.92	\$17.92	\$18.19	\$18.46	\$18.73	\$19.09	\$19.45
CLERK TYPIST	Former 11	\$14.09	\$14.09	\$14.30	\$14.51	\$14.72	\$15.00	\$15.29
<b>OPERATIONS / MAINTENANCE / GROUNDS PERSONNEL</b>								
GROUNDS/MAINTENANCE	12	\$18.72	\$18.72	\$19.00	\$19.29	\$19.58	\$19.93	\$20.31
MAINTENANCE TECHNICIAN	13	\$21.10	\$21.10	\$21.43	\$21.74	\$22.06	\$22.48	\$22.90
LEAD GROUNDS	14	\$21.28	\$21.28	\$21.61	\$21.92	\$22.25	\$22.68	\$23.10
LEAD MAINTENANCE	15	\$23.41	\$23.41	\$23.78	\$24.12	\$24.46	\$24.93	\$25.41
<b>CUSTODIAL PERSONNEL</b>								
FIRST NINETY (90) DAYS	16	\$14.23						
FOUR (4) TO TWELVE (12 MO)	17	\$16.31						
SECOND YEAR	18		\$17.38	\$17.63	\$17.89	\$18.16	\$18.50	\$18.85
LEAD CUSTODIAN/MAINT	19	\$21.04	\$21.04	\$21.36	\$21.68	\$22.00	\$22.41	\$22.84
\$0.40 CUSTODIAL SHIFT PREMIUM	23	\$16.71	\$17.78	\$18.03	\$18.29	\$18.55	\$18.90	\$19.25
\$0.40 LD CUST SHIFT PREMIUM	24	\$21.44	\$21.44	\$21.76	\$22.08	\$22.40	\$22.81	\$23.24
<b>TRANSPORTATION PERSONNEL</b>								
BUS DRIVER	20	\$19.18	\$19.18	\$19.48	\$19.76	\$20.05	\$20.43	\$20.82
MECHANIC	21	\$23.41	\$23.41	\$23.76	\$24.12	\$24.46	\$24.93	\$25.41
ASSISTANT MECHANIC	22	\$17.73	\$17.73	\$18.00	\$18.26	\$18.52	\$18.88	\$19.23

For SEIU925:

*Dornie MacKenzie*

Dornie MacKenzie  
SEIU925 Field Director

Date: 10/16/13

For Blaine School District:

*Ron Spanjer*  
Ron Spanjer  
Blaine School District Superintendent

Date: 10/21/2013

The 2013/14 Salary Schedule reflects a 1.5% overall increase to the 2012/13 Schedule.

**APPENDIX #1**

**AFFORDABLE CARE ACT COMMUNITY OUTREACH  
LETTER OF AGREEMENT**

The Union and the Employer will work jointly to assist families in enrolling in the Affordable Care Act Exchange or Medicaid Expansion.

The Union will work with the District to secure a venue where members of the Blaine School District and the Blaine community can come to get information and assistance in navigating the ACA.

APPENDIX #2

**BLAINE SCHOOL DISTRICT**

**Performance Appraisal for Classified Employees**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Associate       Custodian/Maintenance       Bus Driver  
 Food Service       Secretary/Clerk       Other

WE=Meets or Exceeds Standards    NI=Needs Improvement    U=Unsatisfactory

ME

\_\_\_\_\_ Job Knowledge/Job Performance:

\_\_\_\_\_ Quality of Work:

\_\_\_\_\_ Interpersonal Skills/Communication Skills (working with colleagues):

\_\_\_\_\_ Dependability:

\_\_\_\_\_ Adaptability:

\_\_\_\_\_ Professionalism (working with public, parents, students):

\_\_\_\_\_ General Comments/Professional Growth (Optional)

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

My signature above indicates that I have seen and possess a copy of this evaluation.

Note: Comments are required when needs improvement or unsatisfactory are marked. The employee has the right to attach comments within 10 days of receiving this evaluation.

Twelve-month employees-supervisor conference by June 30, other employees by June 10

C: Personnel file, employee, supervisor

**APPENDIX #3**

**BLAINE SCHOOL DISTRICT #503  
JOB OPENING BID FORM  
CLASSIFIED PERSONNEL**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: (    ) \_\_\_\_\_      DATE OF EMPLOYMENT: \_\_\_\_\_

**OPEN POSITION:** \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

COMMENTS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
The above bid form is formal notice to the Blaine School District that the bidding employee wishes to be considered for the listed job opening and any other openings that may occur as a result of the filling of the listed opening. The employee is not obligated to accept any position, but assurance is given that he/she will be given information and an opportunity to consider open positions.

Any employee desiring to bid on a position as outlined above, shall submit a letter in writing to the district office, the union office, and retain a copy for himself/herself requesting consideration for the position posted no later than seven (7) days from the date of posting.

**APPENDIX #4**

**BLAINE SCHOOL DISTRICT #503  
SUMMER JOB NOTIFICATION FORM  
CLASSIFIED PERSONNEL**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: (    ) \_\_\_\_\_ DATE OF EMPLOYMENT: \_\_\_\_\_

**OPEN POSITION:** \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above bid form is formal notice to the Blaine School District that the bidding employee wishes to be considered for the listed job opening and any other openings that may occur as a result of the filling of the listed opening. The employee is not obligated to accept any position, but assurance is given that he/she will be given information and an opportunity to consider open positions.

Any employee desiring to bid on a position so posted as outlined above, shall submit a letter in writing to the district office, the union office, and retain a copy of himself/herself requesting consideration for the position posted no later than seven (7) days from the date of posting.

## **APPENDIX #5**

### **WHAT IS THE “WEINGARTEN RIGHT”?**

The “Weingarten Right” requires that an employee be given the opportunity to have union representation at an employer’s investigatory interview pertaining to the discipline, discharge or suspension of that employee. This rule recognizes that the presence of an able union representative at an investigatory interview may assist the employer in obtaining facts and may help both sides save valuable time in getting to the bottom of the issue. This opportunity includes following principles:

1. The employee must request union representation.
2. Rescheduling a meeting to permit a union representative to be present may be appropriate, but the unavailability of a union representative may not unreasonable delay the investigation.
3. The right applies to situations where the employee reasonably believes the investigation will result in disciplinary action. This right does not pertain to “run-of-the-mill-shop-floor conversations” including but not limited to giving instructions, training or needed correction of work techniques.
4. The union representative’s role is to assist the employee, not to disrupt or obstruct the interview. The representative’s role may include clarifying facts or suggesting other employees with relevant knowledge.
5. If an employee requests union representation, the employer may decide to continue the investigation without interviewing the employee. The employer is not required to justify this decision.

These duties and responsibilities are printed here for the education of employees and supervisors, and not as a limitation on the rights of the parties in any particular case.

## APPENDIX #6

### WHAT DOES “JUST CAUSE” MEAN?

The concept of “just cause” requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators have articulated many definitions and explanations of “just cause” over the years, including, but not limited to the following test:

1. Did the employer give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee’s conduct?
2. Was the employer’s rule or managerial order reasonable related to the orderly, efficient, and sage operation of the business?
3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the employer’s investigation conducted fairly and objectively?
5. At the investigation, did the ‘judge’ obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the employer applied its rules, orders and penalties evenhandedly and without discrimination to all employees?
7. Was the degree of discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employee’s proven offense and (b) the record of the employee in his or her service with the employer?

## APPENDIX #7

### **WHAT IS THE “LOUDERMILL RIGHT”?**

The “Loudermill Right” is a constitutional right to fundamental fairness in proceedings relating to the discharge of public employees. The Loudermill Right requires that public employees who have a property interest in continued employment be afforded the following elements of due process prior to a termination decision.

1. A clear and actual notice of the reasons for termination in sufficient detail to enable the employee to present evidence relating to them.
2. Notice of the evidence supporting the allegations against the employee and the specific nature and factual basis for the charges.
3. A reasonable time and opportunity to present evidence in the employee’s own defense.
4. A formal or informal hearing before an impartial decision maker.

The pre-termination hearing need not definitively resolve the propriety of the discharge. It should be an initial check against mistaken decisions-essentially, a determination of whether there are reasonable grounds to believe that the charges against the employee are true and support the proposed action.

This information is provided for the education of employees and supervisors and is not a limitation on the rights of the parties in any particular case.