

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**BLAINE SCHOOL DISTRICT**



**And**

**SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL 925**



**September 1, 2025 – August 31, 2027**

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## **PREAMBLE**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of September, 2025, 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 - Notification**

The District shall notify the Union and the union chapter president of all new hires within five (5) working days of the new hire's first day of work, or as soon as practical, including name, home mailing address, job title, phone number, work email, work location, and hire date.

The Employer will provide a monthly list after monthly payroll is completed (between the 15<sup>th</sup> and last day of each month) with the most up to date information regarding the status of each bargaining unit employee with the following information:

1. Spreadsheet 1 Employee Data: Employee ID, First Name, Last Name, Date of Hire, Department, Job Title, Work Location, Current FTE value, Pay Rate, Home Address, Personal Phone, Cell Phone, Work Email, Employment Status (Active, On Leave, Layoff/Furlough, Separated), Date of Status Change
2. Spreadsheet 2 Dues Remittance: Employee ID, First Name, Last Name, Pay Period Hours Worked, Pay Period Gross Pay, Dues Deduction, COPE Deduction

**Section 3.2 Union Membership**

Union and the District understand that at the heart of our labor management relationship is the shared interest in providing the best services to the public. While we often agree, a strong and

vibrant Union provides a true partner in the labor management relationship when disagreement becomes necessary. Therefore, it is the expectation of both the Union and the District that the District and all agents and representatives of the District shall remain neutral on the issue of Union membership.

### **Section 3.3 – Union Membership Rescission**

Union members requesting to rescind membership and membership rights in their exclusive professional advocacy organization, shall make such request in writing to the Union, following the Union constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing such conditions have been met, the Union shall inform the District of such employee's non-member status consistent with the notification section of this Agreement, specifically Dues and COPE Deduction below.

### **Section 3.4 – Dues and COPE Deduction**

On September 1 of each contract year the Union shall provide a full and complete list of bargaining unit employees who are current members of Union to the District, and shall provide updates, additions, and/or other changes in membership status to the District as soon as practical, but on at least monthly basis thereafter.

**3.4.1** Upon notification of an employee's membership status in Union the District shall deduct union dues as identified by the Union.

**3.4.2** Upon notification of an employee's election to participate in the Union political program (COPE), the District shall deduct COPE contributions as identified by Union. Any deductions for political contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the employee on forms that comply with WAC 390-17-100, and be revocable by the employee at any time, as is stated within the content of the authorization card.

**3.4.3** Upon request for verification, payroll deduction authorization cards shall be submitted to the District from the Union showing the amounts to be deducted and the employee's signature. Consistent with WAC 390-17-100, each employer...who withholds or otherwise diverts political contributions shall have on file the individual's written authorization before withholding or diverting the individual's wages.

### **Section 3.5 – indemnify and Hold Harmless**

The Union agrees to indemnify and hold harmless from all claims, demands, suits or other forms of liability that shall arise against the District for, or on account, of any membership dues or COPE deduction made from the pay of a bargaining unit employee.

### **Section 3.6 – Non-Interference**

The District remains committed to its obligations under collective bargaining laws, including chapter RCW 41.56. These commitments include recognition that it would be an unfair labor

practice “to interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by this chapter” or “to control, dominate, or interfere with a bargaining representative.” RCW 41.56.140. The District agrees to reinforce with its administrators and supervisors the importance of these neutrality obligations.

### **Section 3.7 – Agency Fee Restoration Contingency**

In the event there is a change in law or holding by a court of competent jurisdiction that allow for the withholding of dues or an equivalent fee as a condition of employment, the Union and the District agree to immediately meet to renegotiate the details of collective accountability to Agency Shop language, with an emphasis on a commitment to reinstatement of prior commitments to the extent supported by overall statutory obligations.

### **Section 3.8 - 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.

### **Section 3.9 - Annual Employee Orientation**

Prior to the beginning of each school year, Union representatives shall be provided with thirty (30) minutes at each beginning of the year workgroup meeting for the purpose of orientating and updating members on relevant issues prior to the start of school (see Section 3.12 below).

### **Section 3.10 - Worksite Orientation**

Employees new to a work location shall be given a basic worksite orientation within five (5) work days by the immediate supervisor or designee. A designated union building representative may be present.

### **Section 3.11 - Union Orientation**

The Human Resources Department shall notify the designated union representative(s) of the new employee’s name and start date within five (5) working days of the job offer or hiring notification.

Designated leaders and staff representatives shall have 30 minutes to meet on the job and on the clock with newly hired employees. Bargaining unit employees assigned to the union shall be released with pay inclusive of travel time if necessary for meeting with the new employee. The Union shall endeavor to schedule discussions in the most efficient way possible.

### **Section 3.12 - Annual Professional Development & Training/In-service**

For each workgroup, a meeting or in-service shall be scheduled in preparation for the upcoming school year. Such meeting may be at District mandatory welcome back meeting prior to the first day of school.

**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 person 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.

**Section 4.4 Personal Protective Equipment:** The District shall provide personal protective equipment to employees as necessary when required using the Department of Health, L&I and WISHA guidance. Additional requests for PPE should be sent to the employees supervisor for review.

**Section 4.5 Release Day:** In recognition that certain specialized associates working in mentally and physically challenging environments, specialized associates working 1 on 1 in self-contained and/or life skills classroom environments shall be granted a release day each contract year for the purpose of relief. The release day will be used in collaboration with the campus administrator in such a way that a substitute will be placed in the work setting and the specialized associate will spend the work day on campus. The activities of the day developed in collaboration with the administrator and will be aimed at supporting the employees needs in the work environment and improving the program. The District and the Union, in concert with affected employees, will collaborate on additional measures to provide additional support to employees working in mentally and physically challenging environments.

**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**

An employee must receive supervisor approval prior to working beyond their scheduled hours. It is understood that no employee will be subject to discipline for working beyond their scheduled time if not working such time would directly impact staff or student safety. 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 5.2.1 - Time Representation**

Employees shall be compensated to the nearest time increment of fifteen (15) minutes, rounded up to the next fifteen (15) minute increment.

## **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.

## **Section 5.8 - Guaranteed Contracted Time**

The District will provide ten month employees a minimum one hundred-eighty two (182) days of work and twelve month employees two hundred sixty (260) days of work at their regular hours and rate. It is understood that there may be exceptions to the minimum number of contracted days. In such cases, the District shall consult with the Union.

## **Section 5.9 - Minimum Hours & Position Schedules**

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

**Minimum Daily Schedule:** It is mutually desired (non-binding but will be attempted with specific emphasis on new positions) that no daily contracted work schedule shall be for less than a three and one-half (3.5) hour minimum.

**Substitute Assignment:** Substitutes shall be assigned a net minimum of two (2) continuous hours of work.

**Section 5.10 Bus Route Orientation:** Bus drivers may drive their route on paid time in their bus at the beginning of each year or when they change routes during the contract year in order to insure they are familiar with the road conditions and route times.

## **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. Students may assist operations staff with recycling, composting, or food share programs in a limited helper capacity focused predominantly on the educational aspect of such programs.

### **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**

#### **6.8.1 - Extra Work Pay**

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

#### **6.8.2 - Extra Work Assignment**

All extra work shall be assigned by seniority except in the case of an emergency. The District may offer the extra time to the most senior employee who will not incur overtime. In an instance in which this provision has not been followed, and in non-emergency cases, the most senior employee who should have been offered the extra time shall be paid. The District shall attempt to contact employees in seniority order. After one attempt to contact an employee and offer extra work, the District shall move to the next employee in seniority order. The District may develop a voluntary list each year of those employees who would want to volunteer for extra hours assignments. An employee may add/remove their name from the list at any time. An employee will be removed from the list after declining extra work five (5) consecutively times in a given school year.

### **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, 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. In cases of emergency when no preplanning is possible and when a bargaining unit employee(s) is not available, immediate supervisors in maintenance, food nutrition services, custodial, grounds, and transportation may do limited work in order to respond to the emergent circumstance. 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 - 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 6.14 - 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 6.15 - 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.

### **Section 6.16 - Inclement Weather/Emergency Closure/Waiver Days**

When an individual school/worksites or District is closed for an emergency, 10 month employees shall not report to work unless otherwise directed and 12 month employees will report to work unless otherwise directed.

If the period of emergency closure is to be made up on an alternate date, see Section 5.8 - Guarantee of Contracted Time. If such alternate date occurs at a time that prevents the

employee from being available because of prior plans that cannot be changed, the employee may request the use of appropriate paid leave or unpaid leave.

If a waiver day is approved, employees who would have normally worked shall be provided opportunity to make-up contracted time, use appropriate paid leave, or have the time deducted from their contract, at the option of the employee.

If employees are required to work beyond their scheduled work hours, employees will be compensated at the appropriate rate or will receive compensatory time, providing the District determines that compensatory time is appropriate in this circumstance. If compensatory time is permitted it is the employees' choice whether to receive pay or compensatory time.

When schools or other work sites are closed or work schedules are altered, due to emergencies, employees shall be notified through the notification process approved by the building/district decision-making procedure. When an employee has not received notification of closure or delayed start more than one (1) hour prior to the employee's schedule time to report to work, and the employee reports to work, they will receive a minimum of two (2) hours of pay, or pay for actual time worked if authorized to work more than two (2) hours.

#### **Section 6.17 - Health Room Associates**

The District shall contract a minimum of two (2) daily hours of specialized associate or Licensed Practical Nurse (LPN) time in the health rooms in each school (BPS, BES, BMS, & BHS) for the purpose of assisting for the data entry in Skyward and other health room support.

#### **Section 6.18 - Public Disclosure**

Employer agrees to notify SEIU Local 925 and the affected employee(s) when it receives a request for records or information containing personal information of, or pertaining to, bargaining unit members unless there is an available exemption that would protect the personal information from disclosure. Employer will provide such notice as soon as possible upon receiving the request, but in no event less than 14 calendar days before the intended release date.

Notice will include:

- A copy of the request;
- A general description of the responsive records;
- The actual date the employer intends to produce the records unless it is served with a signed court order preventing disclosure.

Personal information includes any of the following, but is not limited to: residential address, residential telephone numbers, personal wireless telephone numbers, GPS or similar location coordinates, personal electronic mail addresses, social security numbers, driver's license numbers, dates of birth, work phone number, work email, work location, names of family

members (including dependents and domestic partners), seniority date, union membership status.

**Section 6.19 - Clarify Contracted Time**

Every effort shall be made to avoid deduction of contracted time on early release or late start days. The time is expected to be worked, appropriate leave time to be used, or the time shall be deducted from the employees pay. The District may offer professional development opportunities or offer additional work to make-up the time.

**Section 6.20 - Ladder-Up**

Previously scheduled temporary vacancies (at least twenty-four hours (24hrs)) that occur may be filled by another qualified employee within the department and work location that allows that employee to timesheet additional time and gain additional experience in another related position, provided the vacated position can be filled. Ladder-up opportunities may be allowed in other departments with supervisor approval and in consideration of building/program needs. *(example: Night Custodian ladders up to cover a Lead Custodian vacancy or a Food Service Assistant ladders-up to cover for a Food Service Cook or other Food Service Assistant with greater hours or position responsibility.)*

**Section 6.21 - Prior SEIU (Retired) Employees and Substitute Pay**

Previous bargaining unit employees who have retired and work at least twenty (20) consecutive days in the same position (classification) shall be considered to be regular employees (specific to continuation in that position) and are reinstated as such at the applicable wage level placement (considering prior years of experience).

Previous bargaining unit employees who have formally retired from the system and return as substitutes shall be paid at the base rate (year 1) on the wage schedule after they work ten (10) days (non-consecutive) in a given school year and in the classification/department from which they previously worked. Once they have qualified for base rate pay they shall be further qualified in successive years, provided they work at least ten (10) days in the previous school year.

**ARTICLE 7**

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

**Section 7.1 - Sick Leave**

**7.1.1 - Accrual**

**Regular Employees:** A regular employee is entitled to and will be credited twelve (12) days of sick leave per year at the beginning of each contract year, prorated based upon their position full time equivalency (FTE).

**Substitute Employees:** Substitute employees shall accrue one (1) hour of sick leave for every forty (40) hours they work during a contract year.

**7.1.2 Sick Leave Purpose, Definition of Family, and Minimum Use:**

**7.1.2.1 Purpose:** In addition to use for emergencies (7.2.5 Emergency Leave), an employee may use accrued sick leave for the following purposes:

- 1) Mental/Physical Illness, Injury, or Health Condition for themselves or family member,
- 2) Treatment of Mental/Physical Illness, Injury, or Health Condition for themselves or family member,
- 3) Preventative Medical Care for themselves or family member,
- 4) Employer is closed by order of a public official for any health-related reason (*except in situations in which the school day is rescheduled*),
- 5) Employee's child's school or place of care is closed by order of a public official for any health-related reason,
- 6) Absences that qualify for leave under the Washington State Domestic Violence Leave Act

**7.1.2.2 Definition of Family Member:** The definition of 'Family Member' shall include Parent, Child, Spouse, Registered Domestic Partner, Sibling, Grandchild, Grandparent. Child and Parent shall include biological, adopted/adoptive, foster, de facto, step, in loco parentis, and legal guardian.

**7.1.2.3 Sick Leave Usage Minimum:** Employees shall use sick leave in time increments consistent with the Employers payroll time tracking system, but in no case in increments beyond one (1) hour. *ie: If an employer's payroll system tracks time in 15 minute increments, the employer shall allow such employees to use paid sick leave in 15 minute increments.*

**7.1.3 - Sick Leave Accrual and Carryover Maximum:** Employees shall be allowed to accrue and carryover from year to year up to their annually contracted amount of days up to a maximum of 260 days at a maximum of eight (8) hours per day. Employees who have modified contracts that reduce their sick leave accrual maximum and need to reduce their current sick leave balance will be allowed to donate and/or cash-out up to the legal maximum by the following January consistent with WAC 392-136-075.

**7.1.4 - 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. An employee calling in sick beyond

their sick leave balance may be subject to progressive discipline consistent with the other provisions of this Agreement.

**7.1.5 – 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.

**Washington State Paid Family and Medical Leave.** Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee’s other leave entitlements unless the employee elects otherwise, unless the statute prohibits otherwise.

**7.1.6 - 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.

**7.1.7 Termination of Employment and Reinstatement**

Upon termination of employment, sick leave benefits cease, unless the employee transitions from regular employment status to substitute status. If an employee transitions from regular employment status to substitute status, their sick leave bank is maintained. If an employee separates from employment and is rehired by the Employer, the Employer shall reinstate the employee’s previously accrued, unused paid sick leave, provided the bank of sick leave was not cashed-out at the time of separation.

**7.1.8 - 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.

**7.1.9 - 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 by the

Washington State Legislature. Any such conversion of sick leave upon retirement or death shall be subject to the terms and limitations of applicable law.

**7.1.10 - Sick Leave Sharing**

Employees may donate sick leave to a fellow employee consistent with Chapter 392-136A WAC. Employees will inform the Human Resources Department whether information related to their sick leave sharing request to remain confidential.

**7.1.11 Sick Leave – zero balance counseling:** The District may meet and counsel a bargaining unit employee who exhausts their sick leave balance prior to considering progressive discipline.

**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. Three (3) additional days will be granted by the Superintendent when travel is beyond 200 miles. If an employee traveling beyond 200 miles requires more than six days, then the employee may utilize emergency, other paid leave, or leave without pay, upon approval by the Superintendent or designee.

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:

**7.4.1 - Emergency Leave**

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 7.4.2 - Extra Days**

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 7.1.5.

**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	Memorial Day	Thanksgiving Day
New Year’s Day	Juneteenth (6/19)	Day After Thanksgiving Day
Martin Luther King Day	Independence Day	Christmas Eve Day
President’s Day	Labor Day	Christmas Day
Friday of Spring Break	Veteran’s Day	

**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 three (3) 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 their 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 five (5) school days after school starts or five (5) school days before school gets out. Request to be submitted at least five (5) days in advance whenever possible. Employees with personal days remaining at the end of the contract year may carry over one personal day to a maximum of 4 days, and will have the remaining personal days up to the limit of 3 cashed out in their final pay warrant of the contract year at the rate of \$16 per hour.

**Section 8.3 - School Term Holidays**

If a holiday falls on a Saturday or Sunday, it will be observed and granted on the previous or following work day. School term employees shall be granted those holidays as listed in Section 8.1 that fall within their working period pro-rated as to the average of the employee’s contracted hours at the time of the holiday.

### **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.

#### **9.2.1 - Variable Time**

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

**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 - Application of Seniority**

### **11.2.1 - Seniority Order**

Where applicable, seniority shall be applied in the following order:

1. By Classification – Classifications are those specific job titles under each Department
2. By Department – Associates, Cafeteria, Office Personnel, Operations, Transportation
3. By District

### **11.2.2 - Non-Lead Positions**

For non-lead positions, seniority shall prevail subject to the ability of the employee to meet the minimum requirements of the job and to perform the duties as required for the position.

***Example:** A Custodial position is open. Custodians in seniority order shall be the first considered until exhausted, and then anyone in the Operations Department until exhausted, then anyone in the bargaining unit until exhausted, then outside applicants may be considered.*

### **11.2.3 - Lead Positions**

For promotions to lead positions an employee's seniority shall prevail as defined herein, except that the District may hire any candidate who is substantially more qualified than a senior applicant (see section 12.5 Passed Over).

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.

#### **Section 11.2.3.1 - Interview Teams**

Interview teams shall include a union representative designated by 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 district website and sent via district email from the human resources department. 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.

**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).

**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.

**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 12.3 - 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 Appendix 3) 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**

If significant and profound circumstances exist that a senior applicant for an open position is not qualified or cannot within a trial service period (see Section 12.11 Trial Period) become qualified, that applicant may be passed over for a qualified less senior employee. 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 - Minimum Qualifications**

An employee may demonstrate minimum qualifications by providing documented training, skills testing, and/or relevant experience in the knowledge, skills and abilities (KSA's) for the position or similar like positions. The required KSA's for a position shall be listed in the appropriate job description and referenced in the job posting.

**Section 12.7 - Involuntary Transfer**

The need for involuntary transfer may be brought forward by the District or the Union. The transfer will be for Just Cause; or the District and the Union will meet to mutually agree that involuntary transfer is appropriate. In the event that an involuntary transfer involves a second employee, the district shall first ask for volunteers for reassignment, if no qualified volunteers come forward, then the least senior qualified employee in the affected position will be reassigned, unless the District and the Union agree otherwise. Affected employees shall be afforded at least five (5) work days notice and shall remain on the same shift. An employee may request an explanation from the District in writing setting forth the reasons for the transfer. The District shall discuss and confer with an employee and the Union where there are changes in job responsibility. The Union reserves the right to negotiate the wages when there is a change in position currently covered by this Agreement or job duties of an employee.

**Section 12.8 - 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 12.9 - 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 12.10 - 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.

**12.10.1 - Form**

Copy of such form from employee to the District, shall appear as an addendum to this Agreement (see Appendix 4).

**Section 12.11 - 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 12.12 - 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 12.13 - Transfers**

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

**12.13.1**

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

**12.13.2**

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.

**2025/2026**

- Wage Study Comparability and Other Adjustments made in advance of any across the board increases:
  1. All associate (recess associate and instruction paraeducators) positions will be adjusted by two and one tenth of one percent (2.1%) to all cells on the wage schedule,
  2. Custodian and Lead custodian rates will be adjusted to the swing shift rates regardless of time of day hours are worked.
  
- **Wage Scale Increases:** Effective September 1, 2025 and upon completion of the wage comparability enhancements, the wage schedule shall be improved by three and one-half (3.5%) percent, inclusive of the implicit price deflator (IPD).

**2026/2027**

- **Wage Scale Increase:** Effective September 1, 2026 the wage schedule shall be improved by the IPD plus one and a half (1.5%) percent.

**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.

**Section 13.4 - 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 13.5 - Activity Trips:** All bus drivers shall be compensated for all hours missed from their regular driving time due to activity trips.

**Section 13.6 - Training Period:** The training period for all bus drivers shall extend until the driver has obtained a permanent school bus driver's certificate.

**Section 13.7 - Application of Wage Scale:** The wage scale shall apply to all employees regardless of the number of hours worked per day.

**Section 13.8 - 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 13.9 – 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, 15 years of service, 18 years of service, 21 years of service, twenty-four years of service. Effective September 1, 2023 a longevity step shall be included on the wage and salary schedule at beginning year 30 which will be two (2.0%) percent higher than the previous step.

**Section 13.10 Driver Trainer:** An authorized bargaining unit employee assigned to train bus drivers under the direction of the Lead Driver Trainer, shall be paid two dollars (\$2.00) per hour above their regular rate of pay while performing training related work.

**Section 13.11 Lead Driver Training:** An authorized bargaining unit employee assigned to train bus drivers as a Lead Driver Trainer shall be paid a responsibility stipend of three thousand dollars (\$3,000) per contract year in addition to being paid two dollars (\$2.00) per hour above their regular rate of pay while performing training related work.

For the purpose of these sections, authorized shall mean School Bus Driver Instructor authorized by the Office of Superintendent of Public Instruction.

**Section 13.12 - Certification Pay:** The District will provide compensation for Union or State issued licenses or certifications so long as the license or certification is valid throughout the full year and that the type of work performed is specific to the job classification and duties. Effective September 1 of each school year, license fees will be paid according to the following schedule:

<b>Allowance Type</b>	<b>Annual</b>	<b>Monthly</b>	<b>Max#</b>
<b>Level 1</b>			
Electrician License (ELO1)( <i>Journeyman Level</i> )	\$1,200.00	\$100.00	1
Plumbing License ( <i>Journeyman Level</i> )	\$1,200.00	\$100.00	1
Refrigeration Operator	\$1,200.00	\$100.00	1
Paraeducator Advanced Certification	\$1,200.00	\$100.00	All Instructional Para's
<b>Level 2</b>			
Pesticide Applicator	\$960.00	\$80.00	3
Welding License	\$960.00	\$80.00	1
Playground Inspector	\$960.00	\$80.00	2
Building Operators Certificate	\$960.00	\$80.00	6
Paraeducator Specialty Certification - ELL	\$960.00	\$80.00	In Field*
Paraeducator Specialty Certification - Sped	\$960.00	\$80.00	In Field*
<b>Level 3</b>			
CDL ( <i>non-bus drivers</i> )	\$480.00	\$40.00	4
Forklift Certification	\$480.00	\$40.00	3
Additional ASE certs	\$480.00	\$40.00	2
Pesticide Certified	\$480.00	\$40.00	3
Emissions Testing	\$480.00	\$40.00	1

Electrician License ( <i>Specialty</i> )	\$480.00	\$40.00	2
Office Personnel PSP (NAEOP) - Basic	\$480.00	\$40.00	In Field*

*\*In Field: These specialty certifications are for those working in that program only.*

**Section 13.12.1 Diesel ASE and Additional ASE Certifications:** Mechanics achieving Diesel ASE (S2 – 55) certification or successfully completing the two year diesel mechanic degree shall be granted the job title of Journeyman Mechanic (*see wage schedule*). Mechanics achieving certification in additional ASE certifications beyond the Diesel ASE certification shall be granted an additional Type 3 stipend per ASE certification achieved. *Note: there shall be a limit of two additional ASE certifications allowed for each mechanic.*

**Section 13.12.2 Paraeducator Certifications:** Associates achieving a specialty certification in ELL or Special Education who are assigned to work in the program appropriate to the specialty shall receive the Level 2 specialty certification pay, if their proof of certification signed off by their principal/director must be submitted by September 1 of the new school year. The annual amount of the allowance will be equally divided over the 12 month period.

Instructional associates achieving the advanced paraeducator certification shall receive the Level 1 specialty certification pay if their proof of certification signed off by their principal/director must be submitted by September 1 of the new school year. The annual amount of the allowance will be equally divided over the 12 month period.

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

**Section 14.1 Health Benefits for Covered Employees**

**14.1.1 School Employees Benefits Board (SEBB) Eligibility:** Employees shall be deemed eligible for medical and non-medical benefits if they are expected to work a minimum of six hundred thirty hours (630) per year or the State mandated minimum for SEBB benefits, whichever is less.

Employees who are not expected to work enough hours in order to be initially eligible, but who work at least the number of hours to be eligible during the contract year, shall become eligible to enroll for benefits in the current contract year upon reaching the eligibility threshold of hours and deemed eligible for the remaining contract year. This provision shall include substitute employees.

**14.1.2 Premium Payments:** The District shall remit insurance premium payments toward premiums of School Employees Benefits Board medical and non-medical plans for all employees deemed eligible to the Health Care Authority.

**14.1.3 SEBB Enrollment:** Enrollment for medical and non-medical plans shall be determined by the SEBB, but will generally be in the fall for January 1 plan implementation. The District shall notify employees the dates open enrollment will commence and conclude at least three (3) months in advance and will provide reminder notices each month thereafter.

**14.1.4 Health Benefit VEBA Mitigation Fund:** The District shall contribute an amount of money per bargaining unit employee, per the table below, for the purpose of contributing to each employee’s VEBA account. At the beginning of each contract year, in January 2020, the Union shall provide the District with an allocation plan for the fund to commence the following January.

Plan Year	September 1, 2025	September 1, 2026
District Contribution Rate (not including carve-out)	\$165	\$170

**Section 14.2 VEBA**

The District has adopted the VEBA health Reimbursement Plan (Plan). The District agrees to contribute to the Plan on behalf of all employees defined as eligible to participate in the Plan. Each eligible employee must submit a completed and signed Membership Enrollment Form to become a Plan participant and be eligible for benefits under the Plan. The following selected contribution(s) shall be made during the term of this agreement, and the Union shall notify and re-authorize such agreement with the District annually consistent with Internal Revenue Service regulation.

**14.2.1 Sick Leave Contributions – Retirement or Separation from Service:** Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this agreement. Such cash out will be deposited in the employees VEBA account.

**14.2.2 Sick Leave Contributions – Annual Sick Leave Cash-out:** Eligibility for contribution of annual sick leave cash-out is limited to those employees who are eligible for sick leave cash-out as determined by State law. Such cash out will not be deposited to the employees VEBA account.

**14.2.3 Vacation Leave Cash-Out-** Eligibility for vacation cash-out is limited to those employees who have vacation contracts. At retirement vacation cash out will be paid to the employee and not deposited into VEBA.

**Section 14.3 K12 Health Care Reform**

Should, during the term of this agreement, the State or Federal government(s) modify, change or mandate changes to employee health care that would negate the additional funding the District and the Union have negotiated for health benefits or mandate other changes, the District and the Union shall meet as soon as is practical and negotiate the use of those funds for other interests or needs within the bargaining unit or bargain other necessary changes prior to the required implementation date.

**Section 14.4 Long Term Care Trust Act:** Effective September 1, 2021, the District will increase the salary schedule by 0.58%, which represents the amount required to fund the employee portion of the Long Term Services and Support Trust (*understood to be 0.58% of each employees gross pay*).

**Section 14.5 District directed Testing/Screening/Quarantine:** Should the District require a vaccinated employee (*or non-vaccinated employee with verified medical/religious rationale*) to be tested, screened, or quarantined in response to a public health concern (*example COVID-19 pandemic*), such time spent shall be considered paid administrative leave or such employee may work remotely if applicable. A non-vaccinated employee without verified medical/religious rationale may use unpaid leave.

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

**Section 15.1 - Leave of Absence**

Any employee may be granted an unpaid 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 15.1.1 - Military Leave**

This applied to an employee’s military obligation.

**Section 15.1.2 - 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 15.1.3 - Medical Leave**

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

**Section 15.1.4 - Education Leave**

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

**Section 15.1.5 - Union Leave**

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

**Section 15.2 - 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 15.3 - Approval**

All leaves of unpaid absence must be approved by the Superintendent. 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 will give objective consideration to requests for unpaid leave in response to a “unique once in a lifetime opportunity” or otherwise rare for an employee, provided that the operations of the District will not be substantively disrupted.

The District and the Union acknowledge a current practice of allowing up to five (5) unpaid days, plus personal leave, in response to a once in a lifetime or otherwise rare opportunity,

with consideration given to additional circumstances/activities that involve special events pertaining to the immediate family.

**Section 15.4 - 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.

**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.

**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:

**16.2.1 - Denial of Claim**

If an employee applies for Industrial Insurance Compensation and the claim is then or later denied, the employee may use other applicable forms of leave.

**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:

**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.

**17.2.1 - Benefits**

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

**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.

**Section 20.6 Extra Trips Using Other than School Buses**

The following subsections shall determine how extra driving runs may be assigned to alternate drivers and/or non-school district personnel (Charters):

**20.6.1 Charter Buses**

It is agreed the District may use charter bus services for trips to State sports tournaments, graduation trips (not District funded), and the annual Moscow, Idaho trip. Cheerleaders (*other than state competition within the conference boundary*), band, and booster club, etc, shall take a school bus or other District vehicle with a District bus driver.

Any requests for additional charter bus services will be determined on an individual basis through discussion and mutual agreement between SEIU925 and the District.

**20.6.2 Regular Driver Exceptions**

Regularly scheduled league and non-league athletic programs calendared up to State tournaments, educational trips and student development trips will take a District bus with a District bus driver with the following exceptions:

Trips with fourteen (14) or less occupants, including drivers, may utilize up to two (2) District vehicles for a trip. Trips with over fourteen (14) occupants shall take a District vehicle(s) at the discretion of the District, provided that District bus drivers shall be utilized.

**Section 20.7 Alternate Driver Classification (non-Bus Driver):**

When transportation of nine (9) or less students is needed (I.E. McKinney Vento, Individualized transportation) an alternate vehicle may be used to cover the route. The driver of the motor

pool vehicle need not retain a CDL, however, CDL drivers will be offered the route first at their regular pay rate if their route times allow it per transportation rules. If the route is unfilled, then an alternate driver will drive the route.

An alternate driver does not need to have a CDL.

The pay scale for an alternate driver shall be eighty-five (85%) percent of the pay rates for regular bus drivers.

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

**Section 21.1 Discipline & Discharge for Just Cause:** Employees may be disciplined if there is established Just Cause. In such cases the District shall follow the principles of Progressive Discipline as described below.

- a) Verbal warning (documented)
- b) Letter of reprimand
- c) Suspension without pay
- d) Termination

**Section 21.2 Gross Misconduct:** Consistent with Just Cause and in circumstances where misconduct involves behavior of such seriousness, in terms of its nature or its effect on the District, that normal progressive discipline is not appropriate, the District may render discipline including suspension without pay or termination of employment. Just cause for immediate suspension or discharge shall include, but not be limited to, the following:

- 1. Drunkenness and or drinking on the job,
- 2. Illegal possession, use, or being under the influence of illegal drugs on the job,
- 3. Gross immoral conduct.
- 4. Physical or emotional abuse to others.
- 5. Theft or willful damage of property.

**Section 21.3 Discharge/Warning:** Any discharge or warning shall be subject to the grievance procedure contained herein.

**Section 21.4 - Written Warnings**

One (1) copy to the employee, one (1) copy to the Union, and one (1) copy to be maintained in the employee's file. Warnings will be removed from the employee's personnel file after a year, consistent with Section 6.14 Letter on File.

**Section 21.5 - Specific Cause**

Any employee who has been discharged 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:

**22.1.1 - Continuous Years**

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

**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**

**22.2.1 Union Notice:** When the District becomes aware that a RIF or reduction of hours may be necessary, it will notify the Union in a timely manner. Within 10 calendar days of notification, appropriate representatives from the Union and District will meet

to review the issues and process. The Union and District will work together to review all possible alternatives. In the event that no alternative can be agreed to, the District will notify each member of the affected classification in writing and ask for volunteers.

**22.2.2 Notice to Employee:** If the District determines that a RIF or reduction in hours within this bargaining unit is necessary for the following school year all affected employees will receive a notice prior to June 10<sup>th</sup>. If the District determines that a RIF or reduction in hours within this bargaining unit is necessary after the start of the school year, all affected employees will receive a notice at least twenty (20) working days prior to the RIF/reduction.

**22.2.3 - Exercise Seniority:** The employee shall exercise seniority within his/her current position.

**22.2.4 - Lesser Position/Current Department:** If no position exists then the employee shall exercise seniority in any lesser position in his/her current department.

**22.2.5 - 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**  
**NO STRIKE - NO LOCKOUT**

**Section 24.1 No Lock-out:** The Employer shall not lock-out employees during the term of this Agreement.

**Section 24.2 No Strike:** 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 striking, walkout, slowdown, boycott, or any other interference with the operations of the Employer.

**ARTICLE 25**  
**STAFF DEVELOPMENT**

**Section 25.1 - SEIU/District Staff Development Philosophy**

The District and the SEIU affirm their commitment to an ongoing system of staff development and training that will provide opportunity for the development of the potential occupational and professional knowledge, skills, and abilities of each employee.

**Section 25.2 - In-Service Trainings**

In-service as required by the district, state, or federal requirements, will be scheduled during working hours with substitutes provided as needed. If held after work hours, employees shall be compensated at their regular rates of pay and including overtime pay, if applicable. In addition to the base 180 day contracted time work year for less than full year employees (see 5.8 Guaranteed Contracted Time), the District shall offer a minimum of eight (8) hours of paid professional development, which shall be time-sheeted upon completion.

Beginning the 2019/2020 contract year, the District shall focus this professional development need for paraeducators, and other applicable workgroups, on student management and behavior issues, in addition to State mandated professional development requirements.

**Section 25.3 - SEIU Staff Development Fund**

The district shall allocate an appropriate amount of funds each contract year to support the staff development needs of SEIU members in addition to district, state, and federal requirements.

Beginning with the 2017/2018 contract year the district shall allocate at least five thousand dollars (\$5,000) for additional SEIU member staff development to be available for employees, upon request, who wish to enhance their knowledge, skills and abilities in their current position, or position in the district they aspire to promote to, or wish training in areas which conform with district adopted goals.

**Section 25.4 - SEIU Staff Development Committee**

The Staff Development Committee, made up of Labor Management participants from the union and the district, shall discuss the appropriate use and allocation (not distribution) of the SEIU Staff Development Fund and establish the procedure for applying for funds and standards to be used in allocating the fund, including state conference requests.

**Section 25.5 - Annual State Conference**

The District will pay the registration fee, travel lodging and per diem expenses for five employees attending their classification or department related annual state conference. The maximum amount the District will fund is one thousand five hundred (\$1,500) dollars per employee for a total of seven thousand five hundred (\$7,500) dollars each year.

**Section 25.6 - 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 25.7 Professional Organization Stipends:** Bargaining unit employees who join, become actively involved members, and pay membership fees to one (1) accepted professional organization shall have their membership fee paid by the district. A list of acknowledged professional organizations is below. Additional professional organizations may be added through the labor management process.

**Acknowledged professional organizations:** Washington Association of Maintenance and Operations (WAMOA), Washington Association Pupil Transportation (WAPT), School Nutrition Association (SNA), Washington School Nutrition Association (WSNA), School Nurse Organization of Washington (SNOW), National Association of School Nurses (NASN), North West Drivers Training Association (NWDTA), National Association of Educational Office Professionals (NAEOP).

**Section 25.8 Paraeducator Professional Development:** The District shall provide and require the training hours for employees meeting the Washington State definition of instructional paraeducator to achieve the fundamental course of study requirements and the general certification requirements. Additionally, once instructional paraeducators complete the general certification, they may continue to use their professional development time for the specialty certifications and the advanced certification as long as the State is providing funding for professional development time for paraeducator certifications. The District and the Union will meet and discuss the implementation of an annual professional development and training plan through the labor management process.

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

### **Section 26.1 - Term of Agreement**

This Agreement will be in effect from September 1, 2025 through August 31, 2027.

### **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:

### **State, Federal, and ACA Implementation of Health Care**

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.

### **Section 26.4 - Substitute Pay Wage Study**

Beginning September 1, 2019 through December 1, 2019 the District and the Union shall complete a wage study for substitute employees. The study will be completed following wage

negotiations in all Whatcom County school districts (not including Blaine SD), but not later than December 1, 2019 regardless of whether or not all Whatcom County school districts have completed wage negotiation. The substitute pay rate will be adjusted to the Whatcom County average effective January 1, 2020.

3/25/2026

SIGNED THIS \_\_\_\_ day \_\_\_\_\_, 2026.

FOR THE UNION: 3/25/2026

DocuSigned by:  
*Brandon D. Tippy*  
09E0E2751AED461...

Brandon D Tippy, Internal Organizer

Signed by:  
*[Signature]*  
C1030CED984F43F...

Shane Levetsovitis, Chapter President

Signed by:  
*Allison Miller*  
63DD7E54E6EC4E2...

Allison Miller, Chapter VP Conflict Resolution

Signed by:  
*Heather Musto*  
69D4A98F43C44C0...

Heather Musto, Chapter VP Communications

FOR THE EMPLOYER: 3/25/2026

Signed by:  
*[Signature]*  
4B06CC447EBA4DD...

Dan Chaplik, Superintendent

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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.

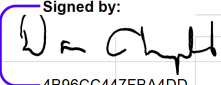
The pre-termination hearing need not definitively resolve the propriety of the discharge. It should be an initial check against mistaken decisions-essentially, a determination of whether there are reasonable grounds to believe that the charges against the employee are true and support the proposed action.


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.

**APPENDIX #8**

**SALARY SCHEDULE A**

SEIU/BSD 2025-26 Salary Schedule											
DESCRIPTION	POS CODE	0 to 2 YEARS	3 to 5 YEARS	6 to 8 YEARS	9 to 11 YEARS	12 to 14 YEARS	15 to 17 YEARS	18 to 20 YEARS	21 to 23 YEARS	24 + YEARS	30 + YEARS
<b>ASSOCIATES</b>											
STUDENT SUPERVISION	1	\$24.93	\$25.42	\$25.90	\$27.03	\$27.44	\$27.81	\$28.20	\$28.66	\$29.08	\$29.67
SPECIALIZED ASSOCIATE	4	\$28.06	\$28.46	\$28.90	\$29.33	\$29.86	\$30.43	\$30.92	\$31.37	\$31.82	\$32.45
CAMPUS SUPERVISOR	4	\$28.06	\$28.46	\$28.90	\$29.33	\$29.86	\$30.43	\$30.92	\$31.37	\$31.82	\$32.45
<b>PROFESSIONAL/TECHNICAL</b>											
STUDENT DATA/COORDINATOR	5	\$38.77	\$39.28	\$39.76	\$40.23	\$40.73	\$41.22	\$41.86	\$42.48	\$43.12	\$43.99
SOCIAL SERVICES/REG NURSE	6	\$46.11	\$46.76	\$47.45	\$48.16	\$49.08	\$50.00	\$50.75	\$51.50	\$52.27	\$53.31
DRUG & ALCOHOL COUNSELOR	7	\$49.70	\$50.10	\$50.49	\$51.00	\$51.48	\$51.96	\$52.71	\$53.52	\$54.32	\$55.40
SPEECH LANG PATH ASSISTANT	8	\$36.64	\$37.19	\$37.74	\$38.32	\$39.01	\$39.76	\$40.38	\$40.97	\$41.57	\$42.40
LICENSED PRACTICAL NURSE (LPN)	8	\$36.64	\$37.19	\$37.74	\$38.32	\$39.01	\$39.76	\$40.38	\$40.97	\$41.57	\$42.40
<b>CAFETERIA PERSONNEL</b>											
ASSISTANT COOK	23	\$25.73	\$26.09	\$26.46	\$26.89	\$27.37	\$27.91	\$28.32	\$28.74	\$29.18	\$29.77
SATELLITE LEAD ASSISTANT COOK	24	\$26.24	\$26.63	\$26.99	\$27.43	\$27.91	\$28.47	\$28.90	\$29.32	\$29.77	\$30.36
ASST CENTRAL COOK	25	\$28.65	\$29.06	\$29.48	\$29.92	\$30.47	\$31.06	\$31.56	\$32.02	\$32.50	\$33.15
LEAD CENTRAL COOK	26	\$29.51	\$29.92	\$30.36	\$30.81	\$31.39	\$32.00	\$32.50	\$32.99	\$33.47	\$34.14
<b>SECRETARIAL / CLERICAL PERSONNEL</b>											
BUILDING SECRETARIES	11	\$29.85	\$30.30	\$30.74	\$31.80	\$32.11	\$32.42	\$32.91	\$33.42	\$33.92	\$34.60
CLERK TYPIST		\$23.47	\$23.83	\$24.18	\$24.54	\$24.98	\$25.46	\$25.84	\$26.24	\$26.63	\$27.16
<b>OPERATIONS / MAINTENANCE / GROUNDS PERSONNEL</b>											
GROUNDS/ MAINTENANCE	12	\$33.17	\$33.89	\$34.61	\$35.32	\$35.60	\$35.87	\$36.41	\$36.96	\$37.51	\$38.25
MAINTENANCE TECHNICIAN	13	\$37.38	\$38.04	\$38.70	\$39.53	\$39.80	\$40.09	\$40.70	\$41.32	\$41.91	\$42.75
LEAD GROUNDS	14	\$37.71	\$38.54	\$39.31	\$40.18	\$40.53	\$40.81	\$41.40	\$42.04	\$42.67	\$43.53
LEAD MAINTENANCE	15	\$41.47	\$42.19	\$42.94	\$43.77	\$44.12	\$44.46	\$45.15	\$45.81	\$46.52	\$47.45
<b>CUSTODIAL PERSONNEL</b>											
CUSTODIAN	16	\$29.52	\$29.99	\$30.53	\$31.23	\$31.60	\$31.96	\$32.45	\$32.92	\$33.41	\$34.07
LEAD CUSTODIAN	17	\$35.65	\$36.17	\$36.71	\$37.28	\$37.93	\$38.68	\$39.26	\$39.81	\$40.41	\$41.21
<b>TRANSPORTATION PERSONNEL</b>											
DISPATCHER	9	\$33.60	\$34.11	\$34.64	\$35.26	\$35.78	\$36.32	\$36.87	\$37.42	\$37.97	\$38.73
BUS DRIVER	20	\$32.21	\$32.70	\$33.19	\$33.69	\$34.31	\$34.95	\$35.49	\$36.01	\$36.56	\$37.28
MECHANIC	21	\$40.93	\$41.57	\$42.21	\$42.78	\$43.58	\$44.44	\$45.12	\$45.77	\$46.45	\$47.38
ASST MECHANIC (Non-Certified)	22	\$31.01	\$31.47	\$31.94	\$32.39	\$33.02	\$33.64	\$34.14	\$34.65	\$35.17	\$35.87

Signed by:  
  
 For Blaine School District: 4B96CC447FBA4DD...  
 Dan Chaplik  
 Blaine School District Superintendent  
 Date: 3/25/2026

DocuSigned by:  
  
 For SEIU Local 925: 09E0E2751AED401...  
 Brandon Tippy  
 SEIU925 Organizer Representative  
 Date: 3/25/2026

## APPENDIX #9

### Letter of Agreement between the Service Employees International Union, Local 925 and the Blaine School District Keep Washington Working

The Blaine School District (District or Employer) and Service Employees International Union, Local #925, (Union), agree to the following memorandum of understanding regarding potential immigration issues.

Whereas, the provisions contained within this agreement shall in no way prohibit the District from honoring and complying with a duly authorized warrant and in no way shall obligate the District or any of its agents to violate any State or Federal statutes.

Now, therefore, the parties agree to the following:

**Section 1. Inquiries and Notification:** The District will comply with the law and its policies, procedures and practices when requesting documentation regarding an employee's immigration status.

The Employer will promptly notify the Union if the District is contacted by the Department of Homeland Security (DHS); Immigration and Customs Enforcement (ICE); the Department of Justice (DOJ), pertaining to an immigration issue, provided such notification does not violate federal or state law.

**Section 2 Work Disruption during Immigration Proceedings.** If an employee is unable to attend work because of an immigration issue, the employee may reach out to Human Resources to review potential leave options. Employees will be allowed to utilize accrued leave, or employees may request unpaid leave to attend immigration matters.

**Section 3: Procedure:** The District will comply with its policies and procedures, including Policy 4300, when an outside agency attempts to contact an employee regarding an immigration issue on school grounds.

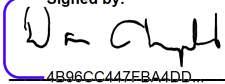
**Section 4 Immigration Information:** The Employer shall inform its employees of District policy and appropriate protocols to respond to Immigration Enforcement should they request entrance to the school facilities or grounds.

**Section 5. Changes in Immigration Law.** The Union and the District appreciate and understand the current conditions of immigration enforcement may change working conditions for

members and members' families. The Union and the District will, at the request of either party, negotiate over issues related to changes in compliance with the Immigration Reform and Control Act and any other current or future legislation, government rules, regulations, or policies related to the employment of noncitizens.

This Agreement shall be effective upon signature by both parties and included as a side letter agreement attached to the Collective Bargaining Agreement between the parties. The Parties agree to review this Agreement when the CBA is open. At that time, the Parties will determine whether this Agreement should be continued, or sunset.

**For District:**

Signed by:  
  
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\_\_\_\_\_  
Dan Chaplik, Superintendent

3/25/2026  
Date: \_\_\_\_\_

**For Union:**

DocuSigned by:  
*Brandon D. Tippy*  
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Brandon Tippy, Internal Organizer

3/25/2026  
Date: \_\_\_\_\_

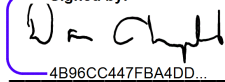
**APPENDIX #10**

**Letter of Agreement  
between the  
Service Employees International Union, Local 925  
and the  
Blaine School District**

**Multi-Lingual Responsibility Premium**

Upon ratification and approval of this Agreement by both parties, the District and Union will meet, discuss and agree to the responsibilities of associates working in the multilingual program and determine if an associate's responsibilities exceed what would normally be expected of a paraeducator. The District and Union will negotiate additional compensation (e.g. extra hours or premium rate, etc.) for any responsibilities performed by an associate beyond those normally expected of a paraeducator in the program retroactive to September 1, 2025.

**For District:**


  
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Dan Chaplik, Superintendent

3/25/2026

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

**For Union:**

  
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Brandon Tippy, Internal Organizer

3/25/2026

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