

COLLECTIVE BARGAINING AGREEMENT

between

**BOARD OF DIRECTORS
BELLINGHAM SCHOOL DISTRICT 501**

and the

SERVICE EMPLOYEES' INTERNATIONAL UNION 925

September 1, 2013-August 31, 2017



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This Agreement is made and entered into by and between the BELLINGHAM SCHOOL DISTRICT NO. 501, Bellingham, Washington, hereinafter designated as the District, and the SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925, hereinafter designated as the Union. In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1 The District recognizes the Union as the exclusive bargaining representative of all employees in the bargaining unit described in Section 2 and the Union recognizes the responsibility of representing the interest of all such employees.

Section 1.2 The bargaining unit to which this Agreement is applicable is all personnel performing work within the Buildings/Grounds, Custodial, and Food Service Departments.

Section 1.2.1 Within these three departments, job classifications are as follows:

Custodial:

- Custodian

Food Service:

- Food Service Worker

Buildings/Grounds:

- Carpenter
- Electrician
- Painter
- Plumber
- Maintenance/Grounds

ARTICLE II

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATIONS

Section 2.1 The District agrees to deal with the Union with respect to policies, programs, and procedures relating to or affecting hours, wages, grievance procedures, and general working conditions of employees in the bargaining unit subject to this Agreement.

Section 2.2 It is further recognized that this Agreement shall not alter the responsibility of either to meet with the other party to advise, discuss, or consult regarding matters concerning working conditions not covered by this Agreement.

ARTICLE III

UNION MEMBERSHIP AND CHECKOFF

Section 3.1 Each employee subject to this Agreement who is or becomes a member of the Union in good standing shall, as a condition of employment, maintain membership in the Union in good standing during the period of the Agreement except as provided herein.

Section 3.2 Employees hired on or after the execution of this Agreement shall, as a condition of employment, become and remain members of the Union on the thirty-first (31st) day following the execution date of this Agreement or thirty-one (31) days after the date of hire, whichever comes later.

Section 3.3 Current employees, not members of the Union, who have not notified the Union during previous periods contractually provided for of intent not to be members of the Union, shall, within sixty (60) days of the effective date of this Agreement, become and remain members of the Union in good standing as a condition of employment.

Section 3.4 The District will notify the Union of all new hires within ten (10) working days of the hire date. At the time of hire, the District will inform the new hire of terms and conditions of this section. Upon receipt of an individually signed authorization card supplied by the Union to the employee, the District shall deduct from the pay of such employee the amount of dues as certified by the bargaining agent to be uniformly required as a condition of membership in the Union, and shall transmit the same to the Union each month.

Section 3.5 New employees to the District shall be given an SEIU New Member Packet at their new employee orientation with the District. It shall be the responsibility of SEIU to provide the District with new member packets.

Section 3.6 The provisions of this Article shall be enforced in accordance with RCW 41.56.122.

Section 3.7 Checkoff The District shall deduct Union dues, including political contributions, from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds to the Treasurer of the Union on a monthly basis.

Section 3.8 The Union hereby declares and provides that it shall indemnify and hold harmless the District, its officers, agents, or employees against any claim made or any suit instituted against the District or said persons, individually or severally, resulting from dues deductions. The Union shall have the right to designate an attorney who may assist in the defense of any suit brought against the District as a result of these provisions.

ARTICLE IV

PAYROLL DEDUCTION

Section 4.1 Payroll deduction from employees' pay for Union dues, political action contributions, tax sheltered annuities, United States Savings Bonds, and approved health insurance plans shall be allowed upon written request by the employee. Employees can also authorize direct deposit of their entire net paycheck into their savings or checking account in a bank, credit union, or other qualified financial institution by providing a cancelled deposit slip to the payroll department.

Section 4.2 Union Payments Payroll deduction authorization cards shall be submitted to the District from the Union showing the amounts to be deducted and the employee's signature.

ARTICLE V

UNION REPRESENTATION

Section 5.1 Union Representatives/Shop Stewards shall be allowed to leave their place 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 other representatives of the District. Provided further, that if the Union Representative/Shop Steward is not immediately available, or the Union Representative/Shop Steward's availability would affect his/her workload, said discussions between the employee and the District's designee should be postponed until the Union Representative/Shop Steward may be present.

Section 5.2 The Union Representatives/Shop Stewards shall represent the Union in meetings with officials of the District to discuss those matters covered by this Agreement. They may receive and investigate possible grievance complaints or general conditions of the employees when the nature of the problem makes it necessary.

Section 5.3 The Union Organizer Representative shall be permitted to visit employees on the premises of the District to conduct business of the Union, providing s/he does not unduly interrupt the work of the employees visited. Upon entering the premises of the District, the Organizer Representative shall announce his/her presence at the school office when possible unless the office is closed.

Section 5.4 Employees may attend monthly meetings of the Union as long as this time is made up at the end of the shift.

Section 5.5 The Union may utilize the District's e-mail and voice mail systems for communication, representation, and negotiation purposes according to the procedures established in District Policy #5260 (Staff Access to Networked Information Resources). Employees and non-employee Union agents have no expectation of privacy in their use of the District systems. All e-mails and attachments drafted, sent, or stored on the District system are District records and are subject to monitoring, review, and printing by District system administrators without limitation and without notice. The Union acknowledges that such conduct is not unlawful employer surveillance or interference, and it hereby waives any actual or potential claim that District monitoring, review, printing, or other access to Union communications on the District system constitutes an unfair labor practice under Chapter 41.56 or 41.59 RCW.

The Union shall indemnify and hold the District harmless from all claims, causes of action, or damages arising from the use of the District e-mail system by employees or non-employee Union agents for Union business.

ARTICLE VI

EMPLOYMENT CONDITIONS

Section 6.1 The District and the Union agree that there shall be no discrimination against any employee or applicant because of Union membership or activity, race, color, creed, national origin, religion, sex, age, marital status, or the presence of any sensory, mental, or physical handicap.

Section 6.2 Probationary Period Each new hire shall remain in a probationary status for a period of not more than ninety (90) working days following the date of hire to a regular position by the Board of Directors during which time the District has authority to terminate without showing just cause. Regular status shall be granted ninety (90) working days from the date of hire with all benefits and seniority retroactive to the date of hire.

Section 6.3 No temporary employee shall be employed by the District in excess of ninety (90) working days except for positions that need to be filled for employees on extended leave of absence.

ARTICLE VII

HOURS OF WORK (CUSTODIAL-MAINTENANCE)

Section 7.1 The Workday Eight (8) hours work within eight and one-half (8-1/2) hours or nine (9) consecutive hours constitutes a day's work for all day shift employees. Seven and one-half (7-1/2) hours within eight (8) hours shall be considered a day's work for all swing and graveyard shift employees.

Section 7.1.1 Rest Breaks Eight (8) hour employees are authorized two (2) rest breaks per shift of not more than fifteen (15) minutes each. The first break shall be scheduled as near to the end of the second (2nd) hour of the shift as the work schedule permits. The second break shall be scheduled at or near the end of the sixth (6th) hour of the shift. Four (4) hour or six (6) hour employees shall have one (1) rest break of not more than fifteen (15) minutes scheduled at or near the end of the second (2nd) hour of the shift.

Section 7.1.2 Lunch Period The lunch period for swing and graveyard shifts of more than four (4) hours shall be one-half (1/2) hour and scheduled at or near the end of the fourth (4th) hour of the shift.

Section 7.2 Workweek Eight (8) hours a day, forty (40) hours a week, Monday through Friday, constitutes a week's work.

Section 7.3 Swing and Graveyard Shifts.

Section 7.3.1 Swing Shift When at least half of the hours worked in a workday are worked after 4:00 p.m., said total hours shall be considered as swing shift.

Section 7.3.2 Graveyard Shift When at least half of the hours worked in a workday are worked after 10:00 p.m. said total hours shall be considered a graveyard shift. All custodians performing duties on the graveyard shift shall receive a fifteen (15) cent per hour premium for all graveyard shift hours worked. In the event maintenance employees are asked to perform graveyard shift duties for three (3) or more consecutive workdays, they shall receive the shift differential for all hours worked, retroactive to the first (1st) day of work.

Section 7.4 Hours of work and time off for lunch for all custodians shall be established by the Director of Buildings and Grounds or designee with recommendation from the building head custodian. Shift times, including lunch breaks, shall be workable within the building start/end times and program needs.

Section 7.5 Overtime at the rate of one and one-half (1-1/2) times the regular rate of pay shall be paid for all time worked beyond the regular weekday and/or regular workweek as defined under Sections 7.1 and 7.2 and certain holidays as provided in Article XIII, Section 13.1. Double time shall be paid for any

work performed on Sunday and certain holidays as provided in Article XIII, Section 13.1. Except in emergencies, part-time custodial personnel will not be required to work overtime on weekends.

Section 7.5.1 All overtime hours worked during any month's payroll report periods shall, when reported by the employee as required, be included in the next month's paycheck. An employee may request to have overtime hours paid in the current month's paycheck, if the hours were worked prior to the tenth calendar day of the month and a written request and time summary, approved by the department director, is submitted to payroll by the fifteenth calendar day of the month. Requests will be considered on a case by case basis and may be granted in circumstances where the employee would otherwise suffer an economic hardship, such as an inability to make a mortgage payment or taxes due. The parties understand that honoring this request is at the District's discretion and is only applicable in serious financial situations.

Section 7.6 No split shifts are permitted except as mutually agreed on by the Union, employee, and District for each job.

Section 7.7 When an employee is required to report for extra work, s/he shall receive no less than two (2) hours for each call and shall not be paid less hourly than is provided for in this Agreement for his/her classification as follows:

Section 7.7.1 If an employee is called back to work extra hours after the completion of his/her regular shift, a minimum of two (2) hours will be paid at the appropriate rate of pay.

Section 7.7.2 If an employee is called to work additional hours immediately preceding his/her regular working period or immediately following his/her regular working period, the employee will be paid for the actual additional hours worked at the regular rate or the overtime rate, whichever is applicable.

Section 7.8 All employees working more than four (4) hours shall receive an uninterrupted lunch period on the employee's time consistent with Section 7.1.

Section 7.9 No shift shall be scheduled for less than two (2) hours.

Section 7.9.1 When additional hours, up to a maximum of one (1) hour at any one time, become available within a building/worksite, the hours will be first made available to current employees within the building/worksite by seniority within a job classification. This provision applies only to employees who have less than eight (8) hour shifts.

Section 7.10 The employer will provide appropriate rain gear and one (1) set of coveralls at each school/worksite for use by employees.

Section 7.11 The employer will provide up to \$100 per year for each year of this Agreement for the purchase of safety shoes or other preapproved workplace footwear for the buildings and grounds department employees, as well as middle and elementary head custodians. The \$100.00 allowance may be rolled over for up to one additional year, for a total of up to \$200.00 per two year period.

ARTICLE VIII

HOURS OF WORK (FOOD SERVICE PERSONNEL)

Section 8.1 Hours of Work

Section 8.1.1 Eight (8) hours per day, forty (40) hours per week, Monday through Friday, constitutes a full week's work.

Section 8.1.2 Eight (8) hours within eight and one-half (8-1/2) hours or nine (9) hours constitutes a full workday.

Section 8.1.3 All time worked in excess of eight (8) hours per day or forty (40) hours per week and/or all work performed on Saturday shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay. Double-time (2X's) the regular rate of pay shall be paid for all time worked on Sundays and holidays.

Section 8.1.4 All overtime hours worked during any month's payroll period shall, when reported by the employee as required, be included in the paycheck for the employee for the payroll period that month.

Section 8.1.5 Split shifts are permitted when mutually agreed upon by the employee, principal, Food Service Director, and union representative.

Section 8.1.6 All employees called back for extra work shall receive no less than two (2) hours each call. If an employee is called to work additional hours immediately preceding or following his/her regular working period, the employee will be paid at the actual additional hours worked at the regular rate or the overtime rate, whichever is applicable.

Section 8.1.7 All employees working more than four (4) hours shall receive an uninterrupted lunch period on the employees' time consistent with Section 7.1.

Section 8.2 Any position in which hours have been increased by forty-five (45) minutes or more per day permanently for a period of forty-five (45) consecutive working days shall be posted for bid and filled as a regular position as specified under Article XII of the Agreement.

Section 8.3 If an employee works extra time of fifteen (15) minutes or more for forty-five (45) consecutive workdays in a school year, the regular shift hours, salary, and benefits will be adjusted prospectively to include that additional time and benefits will be recalculated retroactively to the first consecutive day.

Section 8.4 No food service positions shall be scheduled for less than one and one-half (1-1/2) hours per day.

ARTICLE IX

WORKING CONDITIONS (GENERAL)

Section 9.1 Substitute employees filling in for absent regular employees and/or temporary employees shall receive the first step of the regular wage for the classification worked.

Section 9.2 During the summer months, forty (40) hours per week shall prevail as the workweek with the same monthly pay. Permanent part-time employees shall be offered summer employment for which they are qualified prior to the hiring of additional help.

Section 9.2.1 Each employee shall be assigned to a definite and regular shift and workweek. An employee will be given at least five (5) working days' notice prior to any permanent change in his/her shift assigned hours that exceeds fifteen (15) minutes; provided, however, this notice may be waived by consent of the employee, or by the District during an emergency situation. An

employee will be given at least two (2) calendar weeks' notice prior to any increase or reduction in hours; exceptions to the two (2) week notice shall be handled on a case-by-case basis.

Section 9.3 When an employee does the work of another employee in case of an emergency, in addition to work performed on his/her own eight (8) hour shift, time spent in addition to his/her own eight (8) hour shift on the extra job shall be considered overtime and will be paid for at the overtime rate. Authorization for such overtime employment must be given as follows:

Section 9.3.1 Maintenance personnel by the Buildings and Grounds Director, or designee.

Section 9.3.2 Custodial personnel by the Buildings and Grounds Director, or, in his/her absence, by the Assistant Superintendent for Finance and Operations, or designee.

Section 9.3.3 Food service personnel by the Food Service Director or in his/her absence, the Assistant Superintendent for Finance and Operations.

Section 9.4 Any employee replacing or assuming the duties within a higher classification shall receive the higher rate of pay effective on and including the first day.

Section 9.5 Any employee who is granted an authorized leave of absence shall be given first consideration for a job opening at his/her previous classification or any position for which he/she is qualified.

Section 9.6 No administrative representative, supervisor, teacher, volunteer, or unpaid trainee shall take the place of work persons or substitute for work persons thus depriving a person of a job. This applies to regular part-time substitutes and overtime.

Section 9.7 The District will make a good faith effort to have a minimum of two (2) employees on a graveyard shift at each building location having scheduled graveyard shifts.

Section 9.8 Each employee shall be given a job description for his/her position.

Section 9.9 The buildings and grounds department, with the input of the head custodian, develops and maintains the work schedule for each position at each site. Each employee is provided a copy of his or her schedule, and subsequent changes thereto. Current schedules will be maintained online on the District's intranet.

Section 9.10 The District agrees to provide and maintain healthy and safe working conditions, and to initiate and maintain operating practices that will safeguard employee and safety, in an effort to eliminate the potential of an on-the-job injury/illness. The District will meet with a Safety Committee, which includes the Union-selected representatives from each department to discuss health and safety.

Section 9.10.1 Any employee who believes that a condition is unsafe or hazardous must notify his/her immediate supervisor, in writing, stating his/her concerns. The supervisor shall respond to such notification within five (5) workdays. If the employee determines that the supervisor's action or response does not correct the problem, the employee may forward the hazard report to the Safety Committee for action. Every employee has the right to make a report without fear of reprisal.

Section 9.10.2 Custodians and food service employees will not be required to perform asbestos abatement or response work. Maintenance employees will not be required to perform asbestos abatement work.

Section 9.10.3 Maintenance employees will perform emergency repairs in their trade(s) as assigned. If these repairs include performing small scale/short duration asbestos response work, state-certified maintenance employees will perform the response portion of the work.

Section 9.10.4 Small asbestos response work assigned to state-certified maintenance crew workers, in their trades, will be performed per AHERA and Labor and Industries requirements. While the work is being performed, no students or unauthorized staff will be present in the affected area. Time worked for asbestos removal will be paid at time and one-half the employee's regular hourly rate. It is not the intent of this language to have a series of known small asbestos removal jobs assigned sequentially, which, in essence, would create a large job.

Section 9.11 Employees of the SEIU Bargaining Unit may attend vocational classes at the Bellingham Technical College (not during regular working hours) on a space available basis, as approved by the President of Bellingham Technical College. Such courses shall be in the mutual interest of the District and the employee, as determined by the Director of Building and Grounds and the employee. Written copies of such decisions shall be forwarded to the Executive Director of Human Resources and the employee. Tuition of approved classes will be paid by the District. Non-tuition expenses and materials will be the responsibility of the employee.

Upon satisfactory completion of coursework leading to the certificate, four (4) years of appropriate work under the direction of a journeyman, and successful passage of the appropriate state or craft union sanctioned journeyman examination in those crafts (where such tests are available), an employee may be considered by the District to be qualified for journeyman position openings.

Section 9.12 Personnel Files The District shall, upon employee request, make his/her official personnel file available for inspection by the employee or his/her designated representative. The employee shall contact the executive director of human resources to establish a time to review said file.

The employee shall have the right to have placed in his/her official personnel file a rebuttal to any information contained therein, and a former employee shall have the right of rebuttal for a period not to exceed two (2) years.

Section 9.13 At least annually, employees employed to spray chemical substances shall receive a tissue test for toxicity of skin and fatty tissues; said examination to be at the District's expense for any amount not covered by the employee's medical insurance.

Section 9.14 Any employee authorized to use his/her vehicle during working hours shall be compensated at the IRS reimbursement rate.

Section 9.15 Employees whose job description and job duties require them to maintain a Commercial Driver's License (CDL) are subject to Department of Transportation (DOT) regulations and will be subject to controlled substances testing as outlined in Policy/Procedure #5259.

Section 9.15.1 For positions under this Agreement which require the employee to maintain a Commercial Driver's License (CDL), the District will cover in full the cost of the complete required CDL re-exam when required and when performed by the District-designated occupational medicine physician/clinic. Employees who choose to have this exam performed by another physician will not be eligible for reimbursement.

Costs associated with the acquisition of the CDL, including license fee, test fees, and initial CDL physical are at the employee's expense.

Section 9.16 Use of District facilities will be conducted in accordance with District Policy and Procedures and guidelines for facility use and rentals.

Section 9.17 It shall not be the responsibility of SEIU-represented employees to provide student supervision, unless mutual agreement is reached between the employee and building administrator for any proposed instance.

ARTICLE X

WORKING CONDITIONS (FOOD SERVICES)

Section 10.1 All vacancies or new positions not subject to the procedures as outlined above shall be subject to the normal bid procedures under Article XII herein of this Agreement.

Section 10.2 Food service employees shall receive consideration for successful completion of the Bellingham Technical College's food service training program or equivalent training from other institutions when applying for a position of cook/manager.

Food service employees may be provided an opportunity to attend and participate in selected workshops, conferences, and in-service classes when recommended by the Food Service Director and approved by the District. All associated costs will be reimbursed by the District consistent with Board policy.

ARTICLE XI

SENIORITY

Section 11.1 Seniority shall be defined as the employee's last beginning date of continuous employment in a permanent position within a department and/or classification as specified in Section 1.2 and 1.2.1. Seniority shall be the first consideration in all matters of job promoting, opening, layoff, and rehire, shift change, and vacation, providing the employee meets the minimum qualifications. Seniority shall be considered as follows:

First PriorityJob Classification
Second Priority.....Department
Third PriorityBargaining Unit

For food service employees, ten (10) months of contracted work shall equal one (1) year of seniority service; for custodial and maintenance/grounds employees, twelve (12) months of contracted work shall equal one (1) year of seniority service.

Section 11.2 Employees hired on the same date will draw lots to determine the senior employee.

Section 11.3 Employees who change departments or classifications will retain seniority in all previous departments or classifications where they have been a permanent employee.

ARTICLE XII

JOB VACANCIES AND BID PROCEDURE

Section 12.1 Job Posting and Job Bidding Positions other than "entry level" vacated for any reason within classifications covered under this agreement shall be posted in all working areas at least five (5) working days prior to being permanently filled. Job postings will be sent to all represented members of the Custodial and Maintenance/Grounds Departments and lead food service employees by e-mail and the posting will be available on the District website. Job postings shall include the job title, job location, shift hours and the projected start date of the open position.

Section 12.1.1 Entry level positions: Entry level positions will be considered to be:

1) Foodservice Assistant I of one and one-half (1-1/2) hours or less; and 2) custodial positions of four (4) hours or less.

Section 12.2 Bid Procedures Employees of the District shall be first considered for all job openings; however, promotions to lead person positions (high school head custodians and cook managers) shall not be made on the basis of seniority. (See MOU for changes in bid process)

Section 12.2.1 Bid Procedure - Bidding: Interested employees shall reply to the Human Resources Department by e-mail or in hard copy (Bid Form) and request consideration, indicating the job posting number on or before the posting deadline. Only those employees interested in the specific openings should apply. Only the posted position will be filled as a result of the posting. Openings resulting from filling the posted position will be posted as described above.

Section 12.2.2 Food Service Bid Exception: Applicants who were passed over for the initial opening may fill any subsequent jobs, which are open by reason of promotion to the posted job, without reposting.

Section 12.2.3 Food Service Transfer Request: A food service employee may request a non-promotional transfer to a posted job opening by submitting a Bid Form for an open position.

Section 12.3 Job Bidding - Seniority By-Pass: Any employee bidding on a posted position, who was passed over in seniority, shall be given written notice of such fact prior to the date the position is to be permanently filled. Upon request of a passed-over employee, one District representative shall meet with the employee within five (5) working days of the employee's receipt of the written notice to state the District's reason for the employee's seniority being passed over. Article V, Section 5.1, shall not be applicable to this Section.

Section 12.4 Job Bidding - Employee on Leave: Any employee on an authorized leave of absence or on sick leave who returns to work prior to the date the position is to be permanently filled, or within twenty (20) workdays of the projected start date, shall be notified of the vacancy and allowed to bid on the position, providing the employee notifies the District of any change in his/her current mailing address.

Section 12.5 Job Bidding - Summer Notification: When any job posting is conducted outside of the school term, all school-term employees in that department shall be notified, in writing, at their home address, of any vacancy prior to the position being permanently filled.

Section 12.6 Promotion - Trial Service Period: Any employee advanced in position shall be given a probationary period of not more than thirty (30) working days exclusive of vacation and leave time. If said employee cannot satisfactorily perform the duties of the position, he/she shall be returned to his/her former position, said judgment to be exercised fairly and in good faith. However, no determination shall be made until the employee has received on-the-job orientation in the new position administered by the District designee.

Section 12.7 Employment Termination - Short Notice: When an employee suddenly terminates his/her service or when it is necessary to remove an employee from a position without giving fifteen (15) days' notice, the job may be filled temporarily the first fifteen (15) days to allow time for posting.

Section 12.8 Additional Work - Right to Maximize Hours: Permanent part-time employees, when qualified, shall be given first consideration over a new hire for additional work.

Section 12.9 Temporary Leave Replacement

Section 12.9.1 Temporary Leave Replacement - Short Term Leave:

- A. Positions shall be filled by first asking department employees at the work location, first in promotional order, then by seniority, to fill the position, such that there is an opportunity for each employee to move into a position with more hours or pay (ladder-up).
- B. It shall be the expectation that temporary short-term vacancies shall be filled in this ladder-up fashion unless an employee presents a compelling reason to not ladder-up (child care issues, second job with scheduling conflicts, other scheduling conflicts, etc.)
- C. In the event that there is no one who elects to fulfill the needs of the leave within the building or department, respectively, the position will be filled by a substitute, and in the case of a Head Custodian, through the Head Custodian Substitute Pool (see Section 12.10 Head Custodian Substitute Pool).

Section 12.9.2 Temporary Leave Replacement - Long Term Leave:

- A. Head Custodians: The District shall utilize the Head Custodian Substitute Pool in order to fill long term temporary head custodian vacancies created due to long term leave (see Section 12.10 Head Custodian Substitute Pool).
- B. Non-Head Custodian Employees: Long term temporary positions shall be filled first by asking department employees at the work location, first in promotional order, then by seniority, to fill the position, such that there is an opportunity for each employee to move into a more desirable position (ladder-up). It shall be the expectation that temporary vacancies shall be filled in this ladder-up fashion unless an employee presents a compelling reason to not ladder-up (child care issues, second job with scheduling conflicts, other scheduling conflicts, etc.) The open position left after the opportunity to ladder-up at the worksite shall be posted as a temporary leave replacement position.

Section 12.9.3 Temporary Leave Replacement - Additional Vacancies Created: If an additional vacancy is created as a result of a permanent employee filling a temporary leave replacement

position, the departmental employees at a worksite shall be allowed the opportunity to ladder-up, per Article 12.9.2.B Temporary Leave Replacement; Non-Head Custodian Employees above, but the resulting open position shall be filled by a long term substitute.

Section 12.10 Head Custodian Substitute Pool - Purpose: The purpose of the pool is to provide an easily accessible roster of current employees who are trained and available to substitute for head custodian short- and long- term absences and to increase the training of current employees so they can competently substitute for head custodian positions and be more prepared for head custodial positions as they become open for bid.

Section 12.10.1 Head Custodian Substitute Pool - Structure and Application: The pool list shall be open in August for the upcoming school year. Current permanent custodial employees wishing consideration to be in the pool must submit their names to the Building and Grounds Director by August 15. The ten (10) most senior applicants shall be selected for the pool for that contract year (September 1 – August 31).

Section 12.10.2 Head Custodian Substitute Pool - Required Training: Employees in the pool shall be required to attend specific training which will be provided during the day. Substitutes will be provided to ensure attendance. Training will take place over two (2) to three (3) days.

Section 12.10.3 Head Custodian Substitute Pool - Assignments: Assignments for temporary leave replacement coverage will be made on a rotating seniority basis. Each new opportunity will be first offered to the next most senior person after the last person who had an assignment. Calls for short-term leave assignments shall only be made if the position cannot be filled from within the building.

ARTICLE XIII

HOLIDAYS

Section 13.1 Twelve (12) month employees will be granted the following holidays without loss of pay: Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, the last workday preceding Christmas, Christmas Day, the last workday preceding New Year's Day, New Year's Day, Martin Luther King Day, Presidents' Day, the Friday of the week of Spring Break, Memorial Day, and Independence Day.

Any time worked on all paid holidays will be paid at the rate of double (2X) time.

Time worked on other holidays will be paid at the rate of one and one-half (1-1/2) times the regular rate of pay.

Section 13.2 All employees working less than twelve (12) months shall receive twelve (12) paid holidays prorated as follows: Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, Presidents' Day, the Friday of Spring Break, and Memorial Day.

Section 13.3 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. If a holiday falls on a Saturday or Sunday and is not observed on the workday prior to or the following workday, the employee shall be granted one (1)

additional day of holiday pay unless it is mutually agreed to observe such holiday at another time. Should one of the named holidays appear during an employee's paid vacation, the employee will not be charged for a vacation day for the holiday.

ARTICLE XIV

VACATION

Section 14.1 Twelve- (12-) month employees shall be entitled to and accrue vacation time with pay according to the following schedule:

<u>Years of Service</u>	<u>Days * Accrued/Mo.</u>	<u>Annual Accrual</u>
1 - 5 years	1.08 days/mo.	13 days/yr.
6 - 10 years	1.25 days/mo.	15 days/yr.
11 - 15 years	1.58 days/mo.	19 days/yr.
16 - 20 years	1.83 days/mo.	22 days/yr.
21 - + years	2.00 days/mo.	24 days/yr.

* A day is defined as an employee's regular shift total hours.

Examples of vacation accruals are shown on Attachment 1.

Section 14.2 All employees covered under this Agreement working less than twelve (12) months per year shall be entitled to one (1) day paid vacation according to the following schedule:

<u>Years of Service</u>	<u>Earned Vacation Days</u>	<u>Annual Accrual</u>
1 - 5 years	1 for each 18.00 days worked	10 days per year
6 - 10 years	1 for each 16.36 days worked	11 days per year
11 - 15 years	1 for each 12.86 days worked	14 days per year
16 - 20 years	1 for each 11.25 days worked	16 days per year
21 - + years	1 for each 10.59 days worked	17 days per year

Unpaid vacation leave of up to five (5) days per year may be granted to Food Service personnel only on a case-by-case review.

Section 14.3 Upon his/her request, an employee may be granted additional vacation time without pay provided that the granting of the request will not be detrimental to the District's operation.

Section 14.4 The parties agree that for buildings with only two (2) custodians, no more than one (1) may be scheduled for vacation at the same time on student attendance days. To be eligible to take vacation, at least seven (7) calendar days' prior notice must be given to the Buildings and Grounds Director. Vacation requests made without the required notice may be granted on a case-by-case basis if operations are not negatively impacted. Failure to grant vacation requested without the required prior notification is not subject to the grievance procedure.

Section 14.4.1 Twelve (12) month maintenance/grounds employees will be allowed to schedule vacation as follows: Vacations shall be based on a "first-come, first-served" basis except when more than one person requests the same day/days off within one week of one another in which case vacation requests will be considered by seniority first. Resolution of vacation conflicts will be resolved in the best interest of the District by the Buildings and Grounds Director, if the parties cannot resolve the differences between themselves.

During the school year, vacations will be scheduled so that there is never less than one (1) person in any trade available at any one time except for grounds, where there should be no less than four (4). Therefore, the department will have at least one (1) journeyman from each trade and at least four (4) grounds persons available each workday.

Section 14.5 When an employee quits on his/her own accord or is terminated, he/she is entitled to prorated vacation benefits above.

Section 14.6 Vacation earned during a fiscal year must be taken in the fiscal year it is earned or by the August 31 immediately following the fiscal year in which the vacation was earned. Vacation days unused as of the designated August 31 date will be lost unless the District requests the carryover of a specified number of days or the employee requests, in writing, and the District approves, in writing, the carryover of a specified number of days. PROVIDED: Employees enrolled in the PERS I Retirement Plan shall be allowed to accumulate up to two hundred forty (240) hours of vacation time, provided such time is accumulated in the two (2) years immediately prior to retirement.

ARTICLE XV

AUTHORIZED LEAVE AND INDUSTRIAL INSURANCE

Section 15.1 Illness, Injury, and Emergency Leave Beginning each school year, employees covered under this Agreement shall be allocated up to twelve (12) days Illness, Injury, and Emergency leave per year. Unused Illness, Injury, and Emergency leave days shall accumulate subject to the terms and limitations of state statutes. Employees may utilize their accrued Illness, Injury, and Emergency leave to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision or eighteen (18) years or older and incapable of self-care because of a mental or physical disability; a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition. A grant of five (5) or more consecutive days must be verified by written statement from a physician.

Permanent part-time employees shall be allocated Illness, Injury, and Emergency leave on a prorated basis. The rate will be one (1) leave day per month worked. Eleven (11) days worked per month will constitute a full month.

Emergency leave shall be granted as defined in the following:

- A. The problem must have been suddenly precipitated or must be of such nature that preplanning could not relieve the necessity of the employee's absence.
- B. The problem must be one of major importance and not a mere convenience.
- C. It is not the intent of this provision to provide extension of vacations and/or holidays. If, however, due to problems outside the employee's control, an Emergency Leave day(s) is needed immediately preceding or following a vacation and/or holiday, then such leave shall be granted so long as Illness, Injury, and Emergency Leave days are available.

Applications requesting consideration for an absence under Emergency Leave shall be made on forms available in school offices and addressed to the Superintendent or designee. A completed application form for Emergency Leave shall be submitted within five (5) days after return to duty.

Section 15.1.1 Annual Conversion of Accumulated Illness, Injury, and Emergency 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 Illness, Injury, and Emergency Leave may elect to convert unused Illness, Injury, and Emergency Leave earned the previous year in excess of sixty (60) days to monetary compensation at the rate of twenty-five percent (25%) of the employee's current full-time daily rate of compensation for each full day of eligible leave. Any such election shall be made by written notice to the Superintendent or designee during the month of January. Any such annual conversion of accumulated Illness, Injury, and Emergency Leave shall be subject to the terms and limitations of state statutes.

Section 15.1.2 Conversion of Illness, Injury, and Emergency 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 appropriate) to convert accumulated unused Illness, Injury, and Emergency Leave days to monetary compensation at the rate of twenty-five percent (25%) of the employee's full-time daily rate of compensation at the time of termination from employment for each full day of eligible Illness, Injury, and Emergency Leave to a maximum of 180 days. Any such conversion of Illness, Injury, and Emergency Leave upon retirement or death shall be subject to the terms and limitations of state statutes.

Section 15.2 Pregnancy-related disability leaves will be granted for pregnancy. An employee requesting pregnancy-related disability leave shall give written notice to the District as far in advance as possible. Written request for pregnancy-related disability leave should include:

1. Anticipated date of birth
2. Estimated date leave is to begin
3. Estimated date of return from leave

The employee may continue to work until, in the judgment of the employee's physician, her work or her health is in any way impaired by her condition.

Illness, Injury, and Emergency Leave will be granted for the period of time the employee's physician verifies, in writing, the employee is disabled.

Section 15.3 Industrial Insurance For a period of absence from work due to injury or occupational disease resulting from an employee's employment with the District, the employee shall file the District's Accident Report form. Said report is available at the work site.

The District agrees to prorate an employee's Illness, Injury, and Emergency Leave to supplement industrial insurance compensation so that both combined will equal the employee's regular salary. This shall begin consistent with employee eligibility under state Labor & Industries' guidelines.

In the event of a period of absence due to injury or occupational disease resulting from an employee's employment with the District, the employee has the right to elect to either use their available Illness, Injury, and Emergency Leave or take unpaid leave for the period of absence. If the employee chooses to use unpaid leave for the period of absence, s/he will keep any Labor and Industries' time loss payment(s) they receive and no adjustments will be made to the employee's Illness, Injury, and Emergency Leave bank. If the employee chooses to use their available Illness, Injury, and Emergency Leave, the employee will keep any Labor and Industries' time loss payment(s) they receive. Since the employee cannot receive both the time loss payment(s) and paid sick leave for the same period, the District will deduct an amount equivalent to the Labor and Industries' payment(s) through payroll.

Any employee who qualifies under industrial insurance shall be granted up to eighteen (18) months leave without pay upon written notification to the District as justified for recovery from injury and/or illness causing said qualification.

Section 15.4 Extended Leaves On recommendation of the Superintendent, or designee, and by approval of the Board of Directors, an unpaid leave of absence may be granted to those employees with extended illnesses or injuries, or for other personal reasons, and who have exhausted all other accrued Illness, Injury, and Emergency Leave, annual vacation, and industrial insurance (where applicable). Request for such leave must be in writing to the Superintendent, or designee.

Section 15.4.1 Said extended leave shall not exceed one (1) year.

Section 15.4.2 An employee shall submit a letter to the District not later than one (1) month prior to their scheduled return from the leave of absence stating his/her intention of whether to return to the District.

Section 15.4.3 Any employee who is on such leave shall be returned to a similar job in the same classification held prior to the leave of absence when released for work by a doctor, provided s/he is able to perform the required duties of the position.

Section 15.4.4 An employee on such leave will retain accrued Illness, Injury, and Emergency Leave, vacation time, and seniority rights. Vacation credit, seniority and Illness, Injury, and Emergency Leave will not accrue while the employee is on leave.

Section 15.4.5 Any person who is hired to fill a position vacated by an employee on leave of absence shall be hired as a temporary employee and said employee shall be subject to all provisions of this contract and participate in all benefits. If the District is notified in writing that the regular employee shall not return to work for the District, and the District chooses to fill the position, the job opening will be posted for bid.

Section 15.5 Bereavement Leave All employees are entitled to Bereavement Leave with pay for death in the immediate family as follows:

Immediate family shall include: Spouse, children, mother, father, stepmother, stepfather, grandparents, grandchildren, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or persons living in the immediate household as a member of the family.

For each death, leave shall be granted as follows:

For each death of spouse, parent, or child -- five (5) days shall be allowed.

For all others -- two (2) days shall be allowed.

Three (3) additional leave days may be granted at the discretion of the Superintendent where extended travel is required.

Section 15.6 Paternity Leave All male employees shall receive leave upon birth of the employee's child. Such leave shall not exceed two (2) days per birth and will not be charged to the employee's accumulated sick leave.

Section 15.7 Adoption Leave Adoption Leave shall be granted with pay on a temporary basis upon application to the District by either or both parents in order to complete the adoption process providing such leave does not exceed an aggregate of five (5) days in any given year. Such temporary leave may

be used for court and legal procedures, home study and evaluation, and required home visitations by the adoption agency.

An employee legally adopting a child shall notify the District in writing of the intent to take Adoption Leave, stating the expected dates of commencement of leave and return to employment. Unpaid extended Adoption Leave may be granted for a period not to exceed one (1) year.

Section 15.8 Jury Duty

In the event an employee is summoned to serve as a juror or appear as a witness in court or is named as a co-defendant with the District, such employee shall receive a normal day's pay for each day of required presence in court. The employee may keep any fees or payment received for such duty to help offset related expenses. In the event that an employee is a party in a court action, such employee may request a leave of absence without pay.

Section 15.9 Personal Leave

Each employee shall have available two (2) personal leave days annually, per contract year. One (1) personal day may be carried over per year, however, no more than one (1) may accumulate to a total maximum of three (3) personal leave days. Personal leave is available only for unavoidable absences for purposes of transacting or attending to personal or legal business or family matters. Some examples of appropriate use of these days are, but not limited to, the following:

- Court/lawyer appointment
- Child's school appointments or events (graduation, concerts, etc.)
- Family events (weddings, funerals, etc.)
- Travel required by spouse's employment

Personal leave may not be used:

- As vacation days
- During the first five (5) school days or the last ten (10) school days of the students' school year
- To extend vacations, breaks, or holidays
- To shorten the work year; or
- To engage in other employment or commercial ventures.

However, legitimate requests for personal leave which fall in conjunction with extending vacations, breaks, or holidays will be appropriate for written submission and will be considered if the purpose is not to extend the break, holiday, or vacation. Any request for leave during an excluded time will be dealt with at the discretion of the District.

Employees are encouraged to notify the District no fewer than three (3) days in advance of the date that the leave is to be taken.

Food service employees will submit a personal leave form to the Food Services Director. Custodial and Maintenance employees will submit a personal leave form to the Building and Grounds Director. No more than one (1) employee per worksite and classification, or in maintenance, one (1) employee per classification (grounds, maintenance, etc.), may schedule personal leave on any given day.

Section 15.10 Employees may donate annual or sick leave to a fellow employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury,

impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his/her employment. Any such donation of annual or sick leave shall be subject to the terms and limitations of law.

Section 15.11 Union Leave The District will grant a total of ten (10) days or eighty (80) hours per year for members to engage in Union activities that will enhance the relationship of the parties. Substitutes (where required) will be paid by the Union.

ARTICLE XVI

TERMINATION AND DISCHARGE

Section 16.1 The District shall have the right to discipline or discharge an employee for just cause.

Section 16.2 Termination of employment by the School District shall require not less than fifteen (15) calendar days' notice.

Section 16.3 In normal circumstances, employees will give fifteen (15) calendar days' notice before terminating. In cases of emergency, that is, situations which are suddenly precipitated and over which the employee has no control, the fifteen- (15-) day requirement is not necessary. When an employee resigns without giving fifteen (15) calendar days' notice (except in emergency situations) said employee forfeits all accrued benefits.

Section 16.4 The following reasons shall be just cause for immediate discharge or suspension: Substance abuse on the job, moral turpitude, theft, leaving the job site for purely personal reasons without supervisor authorization, or any cause that constitutes imminent danger to the schools, the students or equipment; in any such case the Union Representative shall be notified immediately. In all other discipline cases the District agrees to employ the principle of progressive discipline which shall be defined as:

- A. Verbal warning
- B. Written warning
- C. Suspension without pay
- D. Discharge

For employees subject to Department of Transportation testing, no prior warning notice is necessary for discipline or discharge for violation of Bellingham School District Policy/Procedure #5259.

Section 16.5 Any employee who has been discharged for just cause shall be given a written statement of the specific cause for the discharge at the time of discharge or within a reasonable time thereafter.

ARTICLE XVII

LAYOFF AND RECALL

Section 17.1 In the event the District must resort to a reduction in force, the Board will give reasonable notice to the Union prior to the layoff. The following guidelines will be observed in selecting personnel to be released from employment:

- A. Seniority shall be defined as total, continuous years of experience in the bargaining unit and by department and classification as defined in Article I.
 - 1. Application of Seniority for Reduction-in Force (RIF): For RIF purposes, the employee’s last beginning date of continuous employment in an SEIU-represented position will apply as the RIF seniority date in any classification in the bargaining unit. In the case of an employee who has an established seniority date in more than one classification or department within the bargaining unit, the date that provides for the most years of service will apply as the RIF seniority date. This does not change the application of seniority in any other provisions of this agreement.
- B. Staff reduction shall be determined according to seniority with dismissal beginning with the employee with the least seniority within the job classification, then by department, and last by bargaining unit.
- C. If no present job classification remains for a specific employee, then the employee shall exercise seniority in any lesser position in his/her current department.
- D. If no job classification exists within their current department, then the employee shall exercise seniority in any lesser position in the bargaining unit, if qualified.
 - 1. Qualifications for Bumping into Another Department or Classification: An employee potentially subject to RIF can meet the minimum qualifications for bumping into a position outside of their current classification or department, including an entry level position:
 - a. by exercising a departmental seniority date for a position for which they are qualified;
 - b. by demonstrating previous documented training and/or relevant experience in the other skill area; or
 - c. by successfully completing the standard training provided to newly-hired custodial or food service substitutes.

If a maintenance employee elects to bump an employee in another classification in the maintenance department, the district will determine, based on existing job descriptions, if the displaced employee meets the minimum qualifications for the position.

- 2. Process for Placing Displaced (“Bumped”) Employees: To facilitate placement of employees who are subject to a reduction-in-force, the district will present a list of positions eligible for “bumping” and the displaced employee(s) will select a position/assignment. Additional employees displaced by this process will “bump” by seniority until no openings are available for placement. Remaining employee(s) displaced by the bumping process will be placed on the recall list.

Displaced employees can only bump into positions for which they are qualified as identified above, and are of equal or lesser hours and pay. Employees cannot bump into, or be recalled into a position that would result in an increase in hours or wages.

To expedite the bumping process, the Buildings and Grounds Director or Food Services Director and an SEIU representative will meet with, e-mail, or call employees, in seniority order, who are displaced or “bumped” beginning with the employees whose jobs have been eliminated and progressing through those employees who are bumped from their positions.

3. Bidding Process: Employees on the recall list may exercise their seniority by bidding on open positions. An employee is considered to have been “made whole” when they have returned to a position equal in step and grade, classification, and with the same number of hours as held prior to layoff.
- E. Sections B, C, and D must be followed in their normal sequence. No step may be passed over.
- F. Any employee who is reduced in hours shall exercise seniority rights for comparable positions (hours).

Section 17.2 Recall

Section 17.2.1 Recall Pool Employees released due to reduction in force shall remain in a recall pool for a period of twenty-six (26) months from the effective date of the reduction/layoff (i.e., an employee released from work on June 5, 2009 would remain in the employment pool until August 5, 2011).

Section 17.2.2 Employees in the employment pool shall be recalled if positions become available according to seniority as follows:

- a. An employee who does not accept a position in the classification they were laid off from shall lose recall rights. Such loss of recall rights shall not be cause to limit eligibility to be considered for reemployment by the district in the future.
- b. An employee who refuses to bump into a position in the department from which they were laid off (but a different classification) shall lose recall rights for positions other than their original classification upon the next refusal to recall to an open position in that department.
- c. An employee who refuses to bump into a position in a department outside of the department from which they were laid off shall have two opportunities for recall within their original department. They shall lose recall rights for positions other than their original classification after the second refusal.
- d. An employee who accepts a position in a classification other than the one from which they were laid-off or who has not been “made whole” as described in No. 3 above, shall maintain recall rights to that classification consistent with the recall provisions of this agreement.

Section 17.2.3 Substitute List Employees who are laid off, are in the recall pool, and choose to be on the substitute list shall be the first considered for substitute work in the district.

Section 17.2.4 Employees released from District employment for reasons of reduction in force or job elimination shall retain their Illness, Injury, and Emergency Leave and seniority rights while they are in the employment pool pursuant to Section 17.2.1.

ARTICLE XVIII

HEALTH AND WELFARE

Section 18.1 Insurance Allotment For the 2013-14 school year, the District will contribute the sum of seven hundred sixty-eight and 00/100 dollars (\$768.00), minus the District's retiree subsidy payment (RCW 28A.400.400) per month per full-time equivalency (FTE) toward approved vision, dental, and medical insurance premiums (hereinafter referred to as the Benefit Allocation Pool). For employee insurance benefit purposes only, an FTE is defined as total compensated hours divided by 1,440. It is understood that the FTE count is frozen at the S-275 FTEs for the purpose of generating the Benefit Allocation Pool. It is understood that individual employee total allocation shall be proportional to all compensated hours of permanent employment.

Section 18.1.1 For the 2014-15 school year, in the event the legislature hereafter specifically finds a higher net monthly state support figure than described above for insurance premium payments, the District will incorporate the higher net state support figure and recalculate on a prospective, annualized basis.

Section 18.1.2 For each year of this agreement, the District will fund the health benefits insurance pool with the same amounts it funds the insurance pool of the certificated employee association.

Section 18.2 Vision Care Insurance From each employee's monthly allotment (FTE times the net monthly state support figure), the District will first pay the premium for the District-approved vision plan.

Section 18.3 Dental Insurance From the remainder, if any, of each employee's monthly allotment, the District will next pay the premium for a District-approved dental plan if the remainder will cover the premium. The subsequent remainder, if any, will be applied to the medical insurance premium.

Section 18.4 Medical Insurance The District will next pay the remainder, if any, of the employee's monthly allotment toward the premium for a District-approved medical plan. Remaining out-of-pocket premium costs are eligible to be covered by the SEIU benefits pool or are employee-paid monthly deductions.

Section 18.5 Pooling After October 1 and the state allocation has been proportionately distributed to eligible employees, unused state insurance premium allocation funds will be pooled and distributed to remaining eligible employees with remaining out-of-pocket premium expenses.

Minimum Contribution: Effective for the 2013-14 school year, in conjunction with the locally funded insurance amounts contained in Section 18.1, the parties agree that employees who after pooling have no out-of-pocket costs for monthly premiums will contribute five dollars and 00/100 (\$5.00) monthly to the pool for 2013-14.

Section 18.6 Subject to COBRA eligibility, employees may self-pay to obtain benefits not covered by reason of insufficient hours.

Section 18.7 The parties agree, pursuant to RCW 28A.400.275 (1), to abide by state laws pertaining to school district employee benefits. The parties acknowledge that the above insurance agreements are for a term of one (1) year. The parties will reopen for the medical portion of Health and Welfare for each

year of this agreement for implementation of state and federally-required changes to medical benefits, including WA State requirements of ESSB 5940.

ARTICLE XIX

GRIEVANCE PROCEDURE

- A. Purpose The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. Meetings or discussions involving grievances shall be scheduled at mutually agreeable times.
- B. Definitions
1. Grievant – A grievant is an employee or, in the case of the Union's contractual rights, the Union.
 2. Grievance – A grievance is defined as a dispute involving the interpretation or application of specific terms of this Agreement.
 3. Days – Days in this procedure are normal District office workdays.
- C. Timelines Grievances shall be processed in the following manner and within the stated time limits. Time limits provided in this procedure may be extended only by mutual written agreement.

Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within the specific or mutually extended time limits shall permit the grievant to lodge an appeal at the next step of this procedure.

Failure of the grievant (employee or Union) to present or proceed with a grievance within the specified or mutually extended time limits will render the grievance waived.

- D. Representation The grievant may waive the Union's involvement in the procedure at any step. If the grievant elects not to have Union representation, the Union shall have the opportunity to be present at the adjustment of the grievance and to make its views known or shall receive the same written responses provided to the grievant.
- E. Process

Step 1. Informal Level -- Informal Submission of Grievance to Supervisor

Within twenty (20) days following the occurrence of the event giving rise to the grievance, or twenty (20) days after the event is known or reasonably should have been known, the employee shall attempt to resolve the grievance informally with the immediate supervisor. The immediate supervisor shall respond informally within ten (10) days of the employee's presentation.

Step 2. Formal Level -- Written Submission of Grievance to Supervisor

If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the immediate supervisor within ten (10) days after receipt of the informal response. The written grievance shall contain:

- a. A statement of the alleged grievance including the facts upon which the grievance is based;

- b. Reference to the specific terms of the Agreement which have been allegedly violated;
- c. Issues involved; and
- d. Remedy sought.

In presenting the grievance, the employee may elect to represent himself/herself or be accompanied by a representative of the Union. The immediate supervisor will inform the employee and the Union in writing of the disposition of the grievance within ten (10) days of the presentation of the written grievance.

Step 3. Superintendent Level -- Written Submission of Grievance to the Superintendent

- a. Individual Grievance -- If the grievance is not settled at Step 2 and the employee wishes to pursue the grievance to Step 3, the employee must file the grievance in writing within ten (10) days after receipt of the immediate supervisor's written response in Step 2 above. The Superintendent, or designee, will review the grievance with the parties involved and provide a written statement of the disposition to the employee with a written copy to the Union, within ten (10) days of receipt of the grievance.
- b. Union Grievances -- A grievance which the Union may have against the District, limited as aforesaid to matters dealing with the interpretation or application of terms of this Agreement relating to Union rights, shall be commenced by filing in writing (in the format of Step 2 above) with the Superintendent, or designee. Such filing shall be within twenty (20) days following the occurrence of the event giving rise to the grievance or twenty (20) days after the event is known or reasonably should have been known. The Superintendent, or designee, and the Union will have ten (10) days from the receipt of the grievance to resolve it.

Step 4. PERC Mediation – If no settlement is reached at Step 3, the Union and the District agree to formally meet with a PERC-assigned mediator in an attempt to mediate a resolution which is agreeable to both parties to proceeding to arbitration.

Step 5. Arbitration -- If no settlement is reached in Step 4, the Union may request that the matter be submitted to an arbiter as hereinafter provided:

- a. Written notice of a request for arbitration shall be made to the Superintendent, or designee, within ten (10) days of the mediator's notice that the grievance cannot be resolved through mediation.
- b. Arbitration shall be limited to issue(s) involving the interpretation or application of specific terms of this Agreement.
- c. When a timely request has been made for arbitration, the parties shall attempt to select an impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten (10) days after submission of the written request for arbitration, the provisions of paragraph (d) below shall apply to the selection of an arbiter.
- d. In the event an arbiter is not agreed upon as provided in paragraph (c), above, the parties shall jointly request the American Arbitration Association to submit a panel of nine (9) arbiters. Such request shall state the issue of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the nine (9) arbiters is received, the parties shall each independently strike from the list those unacceptable arbiters and shall rank, in order of preference, the remaining arbiters. The parties shall then meet and compare their lists. From among the mutually acceptable arbiters, the one with the lowest combined preference number shall be the arbiter. In the event of a tie between two or more arbiters, a single arbiter shall be chosen by lot. In the event there are no mutually acceptable arbiters on

the panel, the parties, in turn, shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbiter. The right to strike the first name from the panel shall be determined by lot.

In the event either party is dissatisfied with the credentials of the arbiters whose names are on the first panel offered by the American Arbitration Association, such party can summarily reject that panel and insist on a second panel. Selection must be made from the second panel.

e. Arbitration proceedings shall be in accordance with the following:

1. The arbiter, once appointed, will inform the parties as to the procedures which will be followed.
2. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request, through subpoena if necessary, such data and testimony as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days, unless mutually extended, of the closing of the record.
3. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s) presented for arbitration which decision shall be final and binding on both parties.
4. The arbiter shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except by mutual agreement.
5. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance.

The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.

6. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
7. The arbiter shall specify in the award that the District or Union, whichever is ruled against by the arbiter, shall pay the compensation of the arbiter including necessary expenses.
8. The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic cost.

F. Binding Effect of Award All decisions arrived at under the provisions of this Article by the representatives of the District and the Union at Steps 1, 2, and 3, or by the arbiter, shall be final and binding upon both parties, provided, however, that in arriving at such decisions neither of the parties nor the arbiter shall have the authority to alter this Agreement in whole or in part.

G. Limits of the Arbiter The arbiter cannot order the District to take action contrary to law.

H. No Duty to Maintain Status Quo The District has no duty to maintain the status quo or to restore the status quo pending arbitration. But if return to the status quo is ordered by the arbiter, the return shall be affected as per the arbiter's award.

I. Freedom From Reprisal There will be no reprisals against the grievant or others as a result of his/her participation in this process.

ARTICLE XX
EVALUATIONS

Section 20.1 All employees will be evaluated annually in accordance with Board policy on evaluation of classified personnel.

Section 20.2 The Buildings and Grounds Director, or his/her designee, shall be responsible for the evaluation of custodial personnel with observation input from the building or program administrator. The Buildings and Grounds Director, or his/her designee, shall be responsible for the evaluation of District maintenance personnel. The Food Service Director shall evaluate the food service employees with observation input from the building principals and the cooking cluster manager. Head custodians and elementary/middle school leads and cook managers will not be required to sign final evaluations for employees under their direction. However, they will, upon request, provide information to the appropriate evaluator about job performance of employees under their direction.

Section 20.2.1 In the event that any evaluation report indicates that the employee has serious performance deficiencies in one or more areas of the evaluation, the evaluator shall develop a written plan designed to improve the employee's effectiveness in the deficient area(s).

Section 20.3 The evaluator shall meet with the employee during the fourth quarter of the current school year to review the results of the employee's written evaluation. The written evaluation should be presented to the employee as soon as possible after being written. A copy of the written evaluation will be given to the employee. Evaluation conferences conducted outside the regular workday will be compensated at the regular rate, not to exceed one-half (1/2) hour.

Section 20.4 Upon receipt of the evaluation, the employee shall have the right to attach written comments to the evaluation to be filed in the employee's district personnel file.

Section 20.5 The District will use the same criteria for evaluating each job classification.

ARTICLE XXI
GENERAL CONDITIONS

Section 21.1 Any differences in administering this Agreement over wages, hours, working conditions, and any clause contained herein shall be subject to the grievance procedure.

Section 21.2 Any clause in this Agreement that is in conflict with any federal or state law now in existence or any law or laws that may hereafter be passed by regular constitutional authorities shall be amended to conform to such laws.

Section 21.3 No clause in this Agreement shall be construed to lower any existing working conditions or benefits.

Section 21.4 Subcontracting The Board of Directors reserves the right to make any and all contracts permitted under law which in its sole discretion it deems appropriate. The District will notify the Union in writing of its intent to take before the Board the issue of any subcontracting of bargaining unit work ninety (90) days prior to any such Board meeting. Prior to any formal action by the Board, the Union

will be granted a public hearing in regular Board session to present its concerns regarding any proposal to contract services.

Section 21.5 In case of temporary absence of longer than three (3) days' duration involving a lead position, i.e., head custodian, assistant head custodian, and cafeteria manager, every effort shall be made to utilize existing regular personnel, in appropriate order, prior to assigning substitutes.

ARTICLE XXII

WAGES

Section 22.1 For the 2013-14 school year: Increase the wage rates on the salary schedule by 2.0%.

Section 22.2 For the 2014-15, 2015-16 and 2016-17 school years, the District will modify the previous contract year's wage schedule to include the state-funded Cost of Living Adjustment (COLA) and 2.0%. (see Attachment 2).

ARTICLE XXIII

LENGTH OF AGREEMENT

Section 23.1 This Agreement shall remain in full force and effect for four (4) years from September 1, 2013, to August 31, 2017

Dated this _____ day of _____, 2013

Dated this _____ day of _____, 2013

Service Employees International Union

Bellingham School District #501

Karen Hart, SEIU 925 Local President

Superintendent of Schools

Allan Botts, SEIU 925 Chapter Co-President

Mea Tyas, SEIU 925 Chapter Co-President

Matthew Read, SEIU 925 Chapter Co-President

Linda Weibusch, SEIU 925 Chapter Co-Secretary/Treasurer

Teresa Bartl, SEIU 925 Bargaining Team

Eric Weissenborn, SEIU 925 Chapter Co-Secretary/Treasurer

Peter Odushkin, SEIU 925 Chapter Co-Vice President

Robert Munson, SEIU 925 Chapter Co-Vice President

VACATION ACCRUAL EXAMPLES

Twelve-Month Employee Vacation Accrual Examples

Years of Service	Annual Accrual	4-hour Employee	6-hour Employee	8-hour Employee	Total hours/year
1-5 yrs.	13 days	4.33 hr/mo.	6.50 hr/mo.	8.67 hr/mo.	x 12 = hrs/yr.
6-10 yrs.	15 days	5.00 hr/mo.	7.50 hr/mo.	10.00 hr/mo.	x 12 = hrs/yr.
11-15 yrs.	19 days	6.33 hr/mo.	9.50 hr/mo.	12.67 hr/mo.	x 12 = hrs/yr.
16-20 yrs.	22 days	7.33 hr/mo.	11.00 hr/mo.	14.67 hr/mo.	x 12 = hrs/yr.
21+ yrs.	24 days	8.00 hr/mo.	12.00 hr/mo.	16.00 hr/mo.	x 12 = hrs/yr.

An annual employee can calculate his/her available vacation days by dividing accrued hours by regular shift hours.

Example: A 6-hour-per-day employee who has worked for the District for seven (7) years accrues 7.50 hours per month x 12 months = 90 hours/6 hours per day = 15 days

Employees Who Work Less Than Twelve Months Vacation Accrual Examples:

- (1) A seven-year, 180-day employee, divide by 16.36; e.g.,
180/16.36 = 11 days of vacation
- (2) A thirteen-year, 180-day employee, divide by 12.86; e.g.,
180/12.86 = 14 days of vacation.

Vacation days are added to work days and holidays to figure total salary.

Examples:

- (1) 10 Vacation + 180 Work Days + 12 Holidays = 202 paid days
- (2) 14 Vacation + 180 Work Days + 12 Holidays = 206 paid days

CLASSIFICATIONS AND WAGE SCHEDULES
SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 925

SEPTEMBER 1, 2013, TO AUGUST 31, 2014 w/ increase

Custodial Classification

	Custodian	Custodian Graveyard (+.15)	Assistant Head Custodian Middle School	Assistant Head Custodian High School	Head Custodian Elementary	Head Custodian Middle School/ Roeder	Head Custodian High School
<u>Step 1 (Yr 1)</u>	16.26	16.41	16.49	16.88	17.52	18.22	18.66
<u>Step 2 (Yr 2)</u>	16.74	16.89	16.98	17.38	18.05	18.77	19.21
<u>Step 3 (Yr 3)</u>	16.87	17.02	17.11	17.50	18.19	18.90	19.36
<u>Step 4 (Yr 4)</u>	16.99	17.15	17.24	17.65	18.33	19.04	19.50
<u>Step 5 (Yr 5)</u>	17.12	17.27	17.36	17.78	18.46	19.19	19.66
<u>Step 6 (Yr 6)</u>	17.29	17.44	17.53	17.96	18.66	19.38	19.85
<u>Step 7 (Yr 7)</u>	17.45	17.61	17.72	18.14	18.84	19.56	20.05
<u>Step 8 (Yrs 8+)</u>	17.64	17.79	17.89	18.32	19.03	19.77	20.25

Maintenance Classification

	Maintenance Laborer	Grounds and Maintenance Utility	Maintenance Specialist: Grounds,	Lead Grounds	Journeyman: Carpenter, Painter, Electrician, Plumber & Equip. Repair
<u>Step 1 (Yr 1)</u>	16.24	18.51	19.73	21.20	24.20
<u>Step 2 (Yr 2)</u>	16.72	19.07	20.31	21.84	24.93
<u>Step 3 (Yr 3)</u>	16.84	19.22	20.47	22.00	25.11
<u>Step 4 (Yr 4)</u>	16.97	19.37	20.62	22.17	25.31
<u>Step 5 (Yr 5)</u>	17.10	19.51	20.79	22.34	25.49
<u>Step 6 (Yr 6)</u>	17.27	19.72	20.99	22.56	25.74
<u>Step 7 (Yr 7)</u>	17.43	19.91	21.21	22.79	26.01
<u>Step 8 (Yrs 8+)</u>	17.62	20.11	21.42	23.01	26.28

Food Service Classification

	Foodservice Assistant I	Foodservice Assistant II	Elementary Lead	Middle School Lead	Foodservice Assistant III	Foodservice Assistant IV (New)	Cooking Cluster Manager w/ ad'll 2% increase
<u>Step 1 (Yr 1)</u>	11.90	12.56	13.05	13.44	14.67	14.96	16.65
<u>Step 2 (Yr 2)</u>	12.26	12.93	13.43	13.84	15.11	15.41	17.15
<u>Step 3 (Yr 3)</u>	12.36	13.03	13.54	13.94	15.23	15.55	17.28
<u>Step 4 (Yr 4)</u>	12.45	13.13	13.64	14.05	15.34	15.65	17.41
<u>Step 5 (Yr 5)</u>	12.55	13.22	13.75	14.16	15.45	15.76	17.53
<u>Step 6 (Yr 6)</u>	12.67	13.35	13.88	14.29	15.62	15.93	17.71
<u>Step 7 (Yr 7)</u>	12.80	13.50	14.02	14.44	15.77	16.09	17.88
<u>Step 8 (Yrs 8+)</u>	12.92	13.63	14.16	14.59	15.93	16.25	18.07

MEMORANDUM OF UNDERSTANDING

BETWEEN SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925
AND BELLINGHAM SCHOOL DISTRICT

REQUEST FOR ADDITIONAL HOURS

The parties agree that additional custodial hours may be requested by the head custodian when extra hours are needed to complete necessary work. Such circumstances will include but are not limited to, inadequate substitute hours to cover the absentee, extra use of the building during non-school hours, extra activities that require additional set-up or clean-up. The Director of Buildings and Grounds or his or her designee may approve additional time and, if so, that time will be allocated to the custodian who will be performing the extra hours of work at the appropriate rate of pay.

The labor management committee shall periodically review the extra time requests and allocations, to determine if the building needs are being met and to provide recommendations for adequate staff time, necessary to meet the District custodial needs.

Dated _____

Dated _____

For Services Employees' International Union
Local 925

Superintendent of Schools
Bellingham School District #501

MEMORANDUM OF UNDERSTANDING

**BETWEEN SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925
AND BELLINGHAM SCHOOL DISTRICT**

CLARIFICATION OF ONLINE BIDDING PROCESS

The parties agree to establish a subcommittee to review the online bidding process for custodians and food service employees and to address any needed contract changes to be consistent with the new system. The parties agree that the subcommittee will meet in 2013 to discuss the process and needed changes.

Dated _____

Dated _____

For Services Employees' International Union
Local 925

Superintendent of Schools
Bellingham School District #501

