

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE  
BELLINGHAM SCHOOL DISTRICT #501  
AND THE  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 120**

This Agreement is made and entered into by and between the **BELLINGHAM SCHOOL DISTRICT #501**, Bellingham, Washington, hereinafter designated as the **District**, and the **SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925**, of Everett, Washington, affiliated with the **AFL-CIO**, 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 classification of maintenance, grounds, custodial, and food service employees as certified by the Department of Labor and Industries.

**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 3.3.1** All substitute employees working in classifications covered under this Agreement shall be required to purchase a work permit from the Union for each twenty (20) days worked. The Union will be responsible for keeping track of the number of days substitutes work.

**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.

**SECTION 3.5** The provisions of this Article shall be enforced in accordance with RCW 41.56.122.

**SECTION 3.6 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 3.7** 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 and joining fees, political action contributions, tax sheltered annuities, savings in the Whatcom Educational Credit Union, United States Savings Bonds, and approved health insurance plans shall be allowed upon written request by the employee.

**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 shall 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 Business Representative shall be permitted to visit employees on the premises of the District to conduct business of the Union, providing he/she does not unduly interrupt the work of the employees visited. Upon entering the premises of the District, the Business 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.

## **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 Coffee Breaks** Eight (8) hour employees are authorized two (2) coffee 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) coffee 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** When the majority of hours worked in a workday fall between the times of 1:00 p.m. and 10:00 p.m., said total hours shall be considered as swing shift and when at least half of the hours worked in a workday fall between the times of 10:00 p.m. and 6:00 a.m. the following day, said total hours shall be considered a graveyard shift. All custodians performing duties on the graveyard shift shall receive a fifteen cent (\$0.15) 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 agreed to by the Building Principal; Assistant Superintendent for Business and Operations, or designee; and the Head Custodian.

**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 paycheck for the employee for the payroll period for that month.

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

**SECTION 7.7** When an employee is required to report for extra work, he/she 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/work site 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 for the maintenance journeymen and grounds positions.

**ARTICLE VIII**  
**HOURS OF WORK (FOOD SERVICE PERSONNEL)**

**SECTION 8.1 HOUR 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 of 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, the Principal, food service manager, and the 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 to four (4) or more hours per day 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** 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** 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 9.1.1** 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 9.2** 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 9.2.1** Maintenance personnel by the buildings and grounds manager, or designee.

**Section 9.2.2** Custodial personnel by the buildings and grounds manager and the building principal or, in his/her absence, by the Assistant Superintendent for Business and Operations, or designee.

**Section 9.2.3** Food service personnel by the food service manager or in his/her absence, the Assistant Superintendent for Business and Operations.

**SECTION 9.3** Any employee replacing or assuming the duties within a higher classification shall receive the higher rate of pay effective on and including the first (1st) day.

**SECTION 9.4** 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 9.5** 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 9.6** 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 9.7** Each employee shall be given a job description for his/her position.

**SECTION 9.8** The District agrees to maintain a safe and healthy work environment and will meet with a safety committee comprised of representatives from each department to discuss health and safety concerns.

**SECTION 9.9** 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 Manager 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 9.10 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 9.11** 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 9.12** Any employee authorized to use his/her vehicle during working hours shall be compensated at the IRS reimbursement rate.

## **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** If an employee works extra time of one-half (1/2) hour or more (time exceeding one-half [1/2] hour to be calculated in fifteen [15] minute increments. e.g., 45 minutes, 60 minutes, 75 minutes, 90 minutes, etc.) 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 10.3** Substitute employees, filling in for absent regular employees and/or temporary employees hired because of an increase in lunch count shall receive the substitute rate as specified in the wage addendum of this Agreement for thirty (30) working days, after which they shall receive the regular wage for the classification worked.

**SECTION 10.4** 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 manager and approved by the District. All associated costs will be reimbursed by the District consistent with Board policy.

**SECTION 10.5** The parties agree to establish a Food Service Conference Committee. The Committee shall be advisory only. The committee shall meet at least quarterly, and such meetings shall occur after regular working hours.

## **ARTICLE XI** **SENIORITY**

**SECTION 11.1** Seniority shall be defined as the employee's last beginning date of continuous employment in a permanent position. School-term employees shall be deemed as full-time employees for the purpose of seniority. Seniority shall be the first consideration in all matters of job promoting, opening, layoff, rehire, shift change, and vacation, providing the employee meets the minimum qualifications. Seniority shall be considered as follows:

First Priority	-	Job Classification
Second Priority	-	Department
Third Priority	-	Bargaining Unit

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

**SECTION 11.3** Employees who change departments will retain seniority in all previous departments where they have been a permanent employee.

## **ARTICLE XII** **JOB VACANCIES AND BID PROCEDURE (GENERAL)**

**SECTION 12.1** **FOOD SERVICE** Positions other than "entry level" vacated for any reason within the food service department shall be posted in all working areas at least five (5) working days prior to being permanently filled. Posting shall indicate the job title and job location. Any subsequent jobs, which are open by reason of promotion to the posted job, may be filled by

applicants who are passed over for the initial opening without re-posting. Entry level positions in food service will be considered to be cafeteria assistant of one and one-half (1-1/2) hours or less. Employees in entry-level positions may file a written request for additional hours with the Personnel Manager. Employees having such requests on file will be considered for any position with additional hours. Employees of the District shall be first considered for all job openings, however, promotions to lead person positions (cook managers) shall not be made on the basis of seniority.

**SECTION 12.1.1** Any food service employee desiring to bid on a position so posted as outlined above shall submit a Bellingham School District Job Openings Bid Form (herein, included as Attachment #1) to the personnel office of the District, the union office and retain a copy of himself/herself, requesting consideration for the position posted no later than five (5) working days from date of posting.

**SECTION 12.2 CUSTODIAL/GROUNDS/MAINTENANCE** Positions other than “entry level” vacated for any reason within any of the departments covered under this Agreement shall be posted in all working areas at least five (5) working days prior to being permanently filled. As an alternative, job postings will be sent to all represented members by e-mail and the posting will be available on the District website. Posting shall indicate the job title and job location. Entry level positions will be considered to be custodial positions four (4) hours or less. Employees of the District shall be first considered for all job openings, however, promotions to lead person positions (high school head custodians) shall not be made on the basis of seniority.

**SECTION 12.3** 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** 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 shall be notified of the vacancy, providing the employee notified the District of any change in his/her current mailing address.

**SECTION 12.5** 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** 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** 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** Permanent part-time employees, when qualified, shall be given first consideration over a new hire for additional work.

**SECTION 12.9** An employee may request a non-promotional transfer to a posted job opening by submitting an application for an open position.

**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, and 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/month	13 days/year
6 - 10 years	1.25 days/month	15 days/year
11-15 years	1.50 days/month	18 days/year
16-20 years	1.75 days/month	21 days/year
21-+ years	1.92 days/month	23 days/year

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

Examples of vacation accruals are shown on Attachment 2.

**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 20.00 days worked	9 days per year
6 -10 years	1 for each 16.36 days worked	11 days per year
11-15 years	1 for each 13.85 days worked	13 days per year
16-20 years	1 for each 12.00 days worked	15 days per year
21- + years	1 for each 11.25 days worked	16 days per year

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

**SECTION 14.3** Most vacations shall be scheduled beginning one (1) week following the close of school and ending two (2) weeks prior to the beginning of school as approved by the employee's supervisor. Some vacations may be scheduled at other periods of time as approved by the Assistant Superintendent for Business and Operations, or designee. 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** Twelve-month (12) custodial employees shall be allowed to schedule up to five (5) days of accumulated vacation time while school is in session. At least thirty (30) calendar days prior notice must be given to the Assistant Superintendent for Business and Operations. Effective September 1, 2003, twelve month (12) custodial employees shall be allowed to schedule up to five (5) days of accumulated vacation time while school is in session. Additionally, twelve month (12) custodians may schedule up to another five (5) vacation days while school is in session from a pool of 125 vacation days on a first-come, first-served basis. The parties agree that for buildings with only two (2) custodians, no more than one (1) may be scheduled for pooled vacation at the same time when school is in session.

**SECTION 14.4.1** Twelve month (12) 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 (1) person requests the same day/days off within one (1) 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 Manager, 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) groundspersons 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** All vacation benefits as listed shall not deprive any employee of the District hired prior to July 1, 1973, from any benefits accruing under the previous contract.

**SECTION 14.7** 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 one hundred and eighty (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 MATERNITY LEAVE** Leaves will be granted for pregnancy. An employee requesting Maternity Leave shall give written notice to the District as far in advance as possible. Written request for Maternity 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 as of the sixth (6th) day of absence from work.

The employee has a right to elect to either prorate his or her Illness, Injury, and Emergency Leave for full compensation by endorsing to the District the time loss check (s) received from the State of Washington Department of Labor and Industries or he/she may elect to only receive industrial insurance compensation (time loss). Such agreement must be in writing and sent to the

Superintendent, or designee. If an employee applies for industrial insurance compensation and the claim is then or later denied, Illness, Injury, and Emergency Leave or annual leave may be used for the absence of the employee.

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 the eleventh (11th) month 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 he/she 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. Adoption Leave may be granted for a period not to exceed one (1) year.

Unpaid extended Adoption Leave may be granted for a period not to exceed one (1) year.

**SECTION 15.8 JURY DUTY** Employees, upon their option, will remit to the District all pay for jury duty in return for a full paycheck.

**SECTION 15.9 PERSONAL LEAVE** Each employee shall have available two (2) Personal Leave days annually, per contract year, which are non-cumulative. 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 vacations days
- During the first five (5) school days or the last ten (10) school days of the student's school year
- To shorten the work year; or
- To engage in other employment or commercial ventures

However, legitimate requests for personal leave which falls 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.

The employee will submit a personal leave form to their immediate supervisor and/or building or program administrator. 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** 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

**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.
- 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, then the employee shall exercise seniority in any lesser position in the District, if qualified.
- E. Section B, C, and D must be followed in their normal sequence. No step may be passed over. No employee may exercise seniority rights that would result in the employee's hours being increased over and above the employee's current position, which is affected by reduction or elimination.
- F. Any employee who is reduced in hours shall exercise seniority rights for comparable positions (hours).

**SECTION 17.2 RECALL**

**Section 17.2.1** Employees released due to reduction in force shall remain in an employment pool until October 1 of the calendar year following the date of release (i.e., an employee released from work on June 5, 1978, would remain in the employment pool until October 1, 1979).

**Section 17.2.2** Employees in the employment pool shall be recalled if positions become available according to seniority as stated in Section 17.1 of this Article.

**Section 17.2.3** 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 2002-2003 school year, the District will contribute the sum of four hundred dollars fifty-seven and 07/100 dollars (\$457.07) 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 1440. It is understood that the FTE count is frozen at the S-277 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 2002-03** Effective upon ratification, the health benefits insurance allocation will be calculated as state allocation less the retiree subsidy plus \$20.00 per month, per FTE, for those employees who have out-of-pocket premiums (per the October 1, 2002, pooling report) on a prospective basis for the remaining months of the 2002-03 school year.

**SECTION 18.1.2** For the 2003-04 and 2004-05 school years, in the event the legislature hereafter specifically funds 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 18.1.3** Effective with the 2003-04 and the 2004-05 school years, 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 pay the remainder, if any, of the employee's monthly allotment toward the premium for a District-approved medical plan.

**SECTION 18.5** Subject to approval of the carrier, employees may self-pay to obtain benefits not covered by reason of insufficient hours.

**SECTION 18.6** 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.

## **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 the 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 reasonable 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 – ARBITRATION** - If no settlement is reached in Step 3, 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 receipt of the disposition letter at Step 3.
- 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 building principal, or his/her designee, shall be responsible for the evaluation of custodial personnel assigned to that school. The Manager of Buildings and Grounds, or his/her designee, shall be responsible for the evaluation of District maintenance personnel. The food service manager shall evaluate the food service employees with observation input from the building principals and the food service 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** The 2002-2005 wage schedule for all classifications is set forth in Attachment 3 to this Agreement.

**SECTION 22.2** For 2002-2003 and 2003-2004, and 2004-05, the District will modify the 2002-2003 schedule to include a higher state-funded amount for salaries, if any, based upon the District's customary method of calculating state-funded increases. See Attachment 3 for information on application of state-funded increases to the new step salary schedule.

**SECTION 22.3** Over the life of the Agreement, the following increases for positions within the custodial classification will be implemented:

- Effective 2002-03 – Custodial differential wage increase
  - Custodian sub classification, plus \$.25
  - All other sub classifications (except head high school and assistant head high school custodians), plus \$.20
  
- Effective 2003-04 – Custodial differential wage increase
  - Custodian sub classification, plus \$.25
  - All other sub classifications (except head high school custodian), plus \$.20
  
- Effective 2004-05 – Custodial differential wage increase
  - Custodian sub classification, plus \$.10

(See Attachment 3)

**ARTICLE XXIII**  
**LENGTH OF AGREEMENT**

**SECTION 23.1** This Agreement shall remain in full force and effect for three (3) years from September 1, 2002, to August 31, 2005. If either of the parties desires changes or modifications of said Agreement, sixty (60) days written notice must be served by the party desiring change or modification. The parties agree to conduct a joint wage survey of maintenance classification positions during the term of this Agreement. The parties will meet in November 2003 to appoint a Wage Review Committee, composed of an equal number of SEIU Local 925 and District representatives. The Committee will determine meeting dates, establish ground rules, gather and analyze data, and make unanimous joint recommendations for implementation of its findings. The Committee will complete its work by April 15, 2004. The District will implement the joint recommendations effective September 1, 2004. The parties agree that if the Wage Review Committee is unable to reach unanimous joint recommendations the District is under no obligation to modify wages effective September 1, 2004.

**BELLINGHAM SCHOOL DISTRICT  
#501**

**SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 925**

\_\_\_\_\_  
**President, Board of Directors**

\_\_\_\_\_  
**Representative**

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

**DATED** \_\_\_\_\_

**DATED** \_\_\_\_\_

ATTACHMENT 1

BELLINGHAM PUBLIC SCHOOLS  
Bellingham, Washington

**SEIU BID FORM**

**PLEASE PRINT**

Name: \_\_\_\_\_ Date: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Present Position/Location: \_\_\_\_\_

Current Shift/Hours of Work: \_\_\_\_\_

Posting Job Number: \_\_\_\_\_

Per the SEIU/Bellingham School District Collective Bargaining Agreement, please consider me for the following:  
**(check all that apply)**

\_\_\_\_ The current open position of \_\_\_\_\_

\_\_\_\_ Additional openings resulting from this posting (Food Service only)  
**Comments:** \_\_\_\_\_

\_\_\_\_ A position at my current level, but with more permanent hours. (Food Service only)

**Additional comments (be very specific for job-related information):** \_\_\_\_\_

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

**Signature** \_\_\_\_\_

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

Any Food Service employee desiring to bid on a posted position shall submit a completed bid form to the Human Resources Department of the District and retain a copy for himself/herself, requesting consideration for the position posted no later than the closing date listed on the posting. Per the new custodial/maintenance and grounds bid procedures, employees desiring to bid on a posted position shall submit either a bid form or e-mail with the necessary information requesting consideration for the posted position no later than the closing date listed on the posting. The closing dates are set according to the bargaining agreement.

VACATION ACCRUAL EXAMPLESTwelve Month Employee Vacation Accrual Examples

<u>Years of Service</u>	<u>4 hour Employee</u>	<u>6 hour Employee</u>	<u>8 hour Employee</u>	<u>Total hours/year</u>
-				
1 - 5 yrs	4.32 hr/mo.	6.48 hr/mo.	8.64 hr/mo.	X 12 = hrs/yr.
6 - 10 yrs	5.00 hr/mo.	7.50 hr/mo.	10.00 hr/mo.	X 12 = hrs/yr.
11 - 15 yrs	6.00 hr/mo.	9.00 hr/mo.	12.00 hr/mo.	X 12 = hrs/yr.
16 - 20 yrs	7.00 hr/mo.	10.50 hr/mo.	14.00 hr/mo.	X 12 = hrs/yr.
21 + yrs	7.68 hr/mo.	11.52 hr/mo.	15.36 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 twelve month, 6 hour employee with 30.00 hours accrued vacation has 5 days of vacation coming; e.g., 30 hours : 6 hours/day = 5 days vacation.

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 13.85; e.g., 180/13.85 = 13 days of vacation

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

Examples:

(1) 9 Vacation + 180 Work Days + 12 Holidays = 201 paid days

(2) 13 Vacation + 180 Work Days + 12 Holidays = 205 paid days

**CLASSIFICATIONS AND WAGE SCHEDULES  
SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 925  
SEPTEMBER 1, 2002 TO AUGUST 31, 2003**

<b>CUSTODIAL CLASSIFICATON</b>
--------------------------------

<b>Position</b>	<b>Step 1 (Yr. 1)</b>	<b>Step 2 (Yrs. 2-3)</b>	<b>Step 3 (Yrs. 4-5)</b>	<b>Step 4 (Yr. 6)</b>	<b>Step 5 (Yrs. 7+)</b>
Custodian + .15 graveyard	12.74	13.12	13.32 (Step 2 + \$.20)	13.52 (Step 3 + \$.20)	13.72 (Step 4 = \$.20)
Assistant Head Custodian— Middle School	13.09	13.48	13.68 (Step 2 + \$.20)	13.88 (Step 3 + \$.20)	14.08 (Step 4 + \$.20)
Assistant Head Custodian – High School	13.39	13.79	13.99 (Step 2 + \$.20)	14.19 (Step 3 + \$.20)	14.39 (Step 4 + \$.20)
Head Custodian – Elementary	13.92	14.33	14.53 (Step 2 + \$.20)	14.73 (Step 3 + \$.20)	14.93 (Step 4 + \$.20)
Head Custodian – Middle School/ Roeder	14.47	14.90	15.10 (Step 2 + \$.20)	15.30 (Step 3 + \$.20)	15.50 (Step 4 + \$.20)
Head Custodian -- High School	15.03	15.48	15.68 (Step 2 + \$.20)	15.88 (Step 3 + \$.20)	16.08 (Step 4 + \$.20)
9/1/03-8/31/04	*Apply State flow-through to Steps 1 & 2  * Add \$.25 per step to custodian --Asst. Head, Middle School --Asst. Head, High School --Head, Elementary --Head, Middle School/Roeder	8Apply State flow-through to Steps 1 & 2  * Add \$.25 per step to custodian --Asst Head, Middle School --Asst Head, High School --Head, Elementary --Head, Middle School/Roeder	Step 2 + \$.20	Step 3 + \$.20	Step 4 + \$.20
9/1/04-8/31/05	*Apply State flow-through to Steps 1 & 2  *Add \$.10 per step to custodian	*Apply State flow-through to Steps 1 & 2  *Add \$.10 per step to custodian	Step 2 + \$.20	Step 3 + \$.20	Step 4 + \$.20

<b>MAINTENANCE CLASSIFICATION</b>
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<b>Position</b>	<b>Step 1 (Yr. 1)</b>	<b>Step 2 (Yrs. 2-3)</b>	<b>Step 3 (yrs. 4-5)</b>	<b>Step 4 (Yr. 6)</b>	<b>Step 5 (Yrs. 7+)</b>
Maintenance Laborer	12.49	12.87	13.07 (Step 2 + \$.20)	13.27 (step 3 + \$.20)	13.47 (Step 4 + \$.20)
Grounds and Maintenance Utility	14.28	14.78	14.98 (Step 2 + \$.20)	15.18 (Step 3 + \$.20)	15.38 (Step 4 + \$.20)
Maintenance Specialist: Grounds, Equipment	15.63	16.11	16.31 (Step 2 + \$.20)	16.51 (Step 3 + \$.20)	16.71 (Step 4 + \$.20)
Lead Grounds	17.08	17.60	17.80 (Step 2 + \$.20)	18.00 (Step 3 + \$.20)	18.20 (Step 4 + \$.20)
Journeyman: Carpenter, Painter, Electrician, Plumber	19.30	19.83	20.03 (Step 2 + \$.20)	20.23 (Step 3 + \$.20)	20.43 (Step 4 + \$.20)
9/1/03-8/31/04	Apply state flow- through to Steps 1 & 2	Apply state flow- through to Steps 1 & 2	Step 2 + \$.20	Step 3 + \$.20	Step 4 + \$.20
9/1/04-8/31/05	Apply state flow- through to Steps 1 & 2	Apply state flow- through to Steps 1 & 2	Step 2 + \$.20	Step 3 + \$.20	Step 4 + \$.20

<b>FOOD SERVICE CLASSIFICATION</b>
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<b>Position</b>	<b>Step 1 (Yr. 1)</b>	<b>Step 2 (Yrs. 2-3)</b>	<b>Step 3 (Yrs. 4-5)</b>	<b>Step 4 (Yr. 6)</b>	<b>Step 5 (Yrs. 7+)</b>
Food Service Assistant I	9.58	9.87	10.07 (Step 2 + \$.20)	10.27 (Step 3 + \$.20)	10.47 (Step 4 + \$.20)
Food Service Assistant II	10.12	10.42	10.62 (Step 2 + \$.20)	10.82 (Step 3 + \$.20)	11.02 (Step 4 + \$.20)
Elementary Lead	10.51	10.78	10.98 (Step 2 + \$.20)	11.18 (Step 3 + \$.20)	11.38 (Step 4 + \$.20)
Middle School Lead	10.83	11.11	11.31 (Step 2 + \$.20)	11.51 (Step 3 + \$.20)	11.71 (Step 4 + \$.20)
Food Service Assistant III	11.81	12.16	12.36 (Step 2 + \$.20)	12.56 (Step 3 + \$.20)	12.76 (Step 4 + \$.20)
Cooking Cluster Manager	13.15	13.53	13.73 (Step 2 + \$.20)	13.93 (Step 3 + \$.20)	14.13 (Step 4 + \$.20)
9/1/03-8/31/04	Apply state flow- through to Steps 1 & 2	Apply state flow- through to Steps 1 & 2	Step 2 + \$.20	Step 3 + \$.20	Step 4 + \$.20
9/1/04-8/31/05	Apply state flow through to Steps 1 & 2	Apply state flow- through to Steps 1 & s	Step 2 + \$.20	Step 3 + \$.20	Step 4 + \$.20
Food Service Substitute	8.09	--	--	--	--

# MEMORANDUM OF UNDERSTANDING

## Bid Process Review

This Memorandum of Understanding is between the Bellingham School District #501 (District) and Service Employees' International Union, Local 925 (SEIU) regarding a review of the bid process outlined in Section XII, Job Vacancies and Bid Procedure (General). The District and SEIU will establish a Joint Committee to resolve and clarify related issues and make a recommendation to the parties by February 1, 2003.

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

Signed: \_\_\_\_\_  
Representative  
SERVICE EMPLOYEES INTERNATIONAL UNION

Signed: \_\_\_\_\_  
President, Board of Directors  
BELLINGHAM SCHOOL DISTRICT #501