

COLLECTIVE BARGAINING AGREEMENT

Between

FERNDALE SCHOOL DISTRICT 502

And

**THE SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 925**



September 1, 2013 – August 31, 2017

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THIS AGREEMENT is made and entered into by and between the FERNDALE SCHOOL DISTRICT NO. 502 of Ferndale, Washington (hereinafter referred to as the EMPLOYER or DISTRICT) and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925, CTW, (hereinafter referred to as the UNION) for the purpose of governing their mutual business relations pertaining to wages, hours, and working conditions for all employees covered under the provisions of this Agreement.

In accordance with the Provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants therein, the parties agree as follows:

ARTICLE I - UNION RECOGNITION

Section 1.1 – The Employer agrees to recognize the Union as the exclusive representative of all employees in the bargaining unit and agrees to bargain with the Union in respect to wages, hours, and working conditions.

Section 1.2 - The bargaining unit to which this Agreement is applicable shall be all those who perform work as classified personnel within the custodial, grounds, and maintenance classifications of the District. It is understood that the Agreement is not applicable to the Director of Facilities.

ARTICLE II - APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 2.1 - The wage scale, hours, working conditions, and any clause contained herein, shall remain in full force and effect during any period of extended negotiations until a new contract is accepted by both parties.

Section 2.2 - It is agreed that matters appropriate for consultation and negotiation between the District and the Union are policies and programs relating to or affecting wages, hours and general working conditions of the employees in the bargaining unit subject to this Agreement.

Section 2.3 - It is agreeable that the Department Supervisor and a committee of the employees and the Union shall meet at least once each year to review department policies. Any revisions to the policies agreed upon at that level shall be submitted to the Superintendent for approval and upon approval by the Board shall be deemed as part of this Agreement.

Section 2.4 - It is agreed that no member of the Union shall be required, or requested or allowed to make an individual contract, agreement, stipulation, or affidavit related to hours, wages, working conditions, or Union activities or any other matters which may affect his employment rights with the District.

Section 2.5 - The District agrees to advise the Union, in writing, of the establishment of all new classifications not currently covered under the Agreement. The District further agrees to negotiate, with the Union, all wages and hours of the new classifications. The District agrees to fill the new classification according to the job bid procedure contained in this Agreement. In the event the District and the Union cannot reach agreement, the classification shall come under this Agreement and the new classification shall receive no less than the minimum wage in the Agreement. The District will consult with the Union prior to altering any job description for members of the bargaining unit.

Section 2.6 - A committee consisting of those representatives of the Union designated by the Union and representatives of the District shall meet periodically, at a time mutually agreed upon, to discuss matters of mutual concern to insure harmonious communication.

Section 2.7 - If the District opens a new facility or significantly remodels an existing facility, the parties will meet in Labor-Management Committee to discuss the effects of the District's staffing decisions.

ARTICLE III - UNION REPRESENTATION

Section 3.1 - Union 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 when the member is being subject to an investigation, disciplinary action, possible termination, or unresolved grievances.

Section 3.2 - The Union Representative shall be allowed to visit employees on the premises of the employer to conduct Union business matters, provided he/she does not unduly interrupt the work schedule of the employees involved.

Section 3.3 - Upon request from the Union Office, the District shall furnish, to the Union, a list of all employees and their date of hire.

Section 3.4 - Interview Committee. The Union shall be allowed an observer seat on all interview and hiring committees.

ARTICLE IV - WORKING CONDITIONS

Section 4.1 - It is agreed that the employees in the bargaining unit shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union. The District shall refrain from interference, restraint, coercion, or discrimination to encourage or discourage membership in the Union.

Section 4.2 - If uniforms are required by the Employer, they shall be provided by the Employer.

Section 4.3 - Newly hired employees shall be granted permanent status within ninety (90) work days of beginning date of continuous employment; provided that this provision does not apply to employees replacing permanent employees on leave of absence.

Section 4.4 - Any employee who is granted an authorized leave of absence shall be granted employment upon return at the first opening of his previous classification or any position for which he is qualified.

Section 4.5 - No administrative representative, supervisor, or teacher, shall fill the position held by an employee covered by this Agreement except in the case of an emergency agreed by both the District and Union. It is understood that the Director of Facilities will spend less than the majority of his/her time performing work comparable to that performed by members of the bargaining unit.

Section 4.6 - In the case of serious illness or accident to an employee, not job related, upon release for work from a doctor, he/she shall be granted his/her former position. The employee may apply for a different position for which he/she is qualified at the first job opening. Provided further, that an employee will not suffer any loss of accrued benefits.

Section 4.7 - When an employee quits or is terminated or otherwise terminates his/her services with the District, his/her position shall be replaced, or the work schedule of other employees readjusted to provide an adequate work force to perform those duties required by the District within work period allowed.

Section 4.8 - The Employer reserves the right to transfer employees from one assignment to another, within the abilities of the employees, when necessary for the best interest of the School District and after discussion with the SEIU and the employee(s) involved.

Section 4.9 - Increase of work assignment for any employee because of increased activity or adding of floor space, shall be offset by the hiring of additional personnel or by payment of additional hours or by readjustment of the work schedule as authorized by the supervisor in charge. The Union shall be notified of any such adjustment(s) within a reasonable period of time.

Section 4.10 - It shall not be considered a condition of employment for an employee to use his/her personal transportation while performing work duties. If, however, the District and the employee involved mutually agreed otherwise, such agreement shall be proper and the

employee shall be reimbursed the current District rate of mileage reimbursement while using his/her vehicle in the performance of duties.

Section 4.11 - Employee Performance/Evaluation. Newly hired employees shall be considered on a probationary period for ninety (90) workdays and may be discharged by the District without just cause.

- a) All new employees to the district will be evaluated within the first 90 workdays; thereafter employees are to be evaluated annually by their Supervisor no later than August 31 of each year. The evaluation may include input from the building staff (for custodial personnel). The evaluation shall not be disciplinary and shall not contain unsatisfactory marks unless the employee has had prior written notification or counseling.
- b) Each employee is required to sign the evaluation at the time of the evaluation conference with the director. The signature does not necessarily imply that the employee agrees with the statement(s), but that the employee has seen and discussed it with the evaluator.
- c) If the employee wishes to make comments and wants extra time to prepare such comments, the signed evaluation form along with comments written either on the form itself or as an attachment, must be returned to the evaluator within two (2) working days from the receipt of the evaluation.
- d) If an evaluation of a regular employee's performance indicates unsatisfactory work performance, the evaluator shall work with the employee to develop a performance improvement plan. The plan must state the area of unacceptable performance, what the employee must do to improve, what support the evaluator will provide, and the timeframe for expected improvement and the potential consequences for not improving performance.

Section 4.12 – New employees to the District shall be given a SEIU New Member Packet within the first twenty (20) work days of their employment, or at their new employee orientation with the District, whichever is sooner. It shall be the responsibility of SEIU to provide the District with new member packets.

Section 4.13 - Training –It is in the best interest of both the employees and the District to have a well-educated and highly trained work force. In consideration of this, the District will provide two avenues to increase skill and knowledge of its employees; either district or employee directed.

- a) District directed: The District will provide a minimum of two mandatory trainings during each school year. These trainings will take place during work hours and employees will be compensated at their appropriate rate of pay. Employees are encouraged to submit recommendations to the Director of Facilities for any areas that said employees are interested in receiving training or education. The employees agree to participate in development and presentation of the trainings as requested by administrative staff.
- b) Self-directed: Employees who wish to participate in skill improvement classes or workshops, beyond those offered by the district, shall submit a written proposal on the FSD Facilities & Maintenance Training Request Form (see appendix B) that includes the class description and development goals to his or her Union representative. In turn, the union representative will submit the request to the district office for review and discussion at the next designated Labor Management Meeting. Approval or disapproval will be at the discretion of the District representative.

Employees who apply for skill-improvement classes or workshops may request that the District provide any of the following:

- 1) Release time
- 2) Tuition costs
- 3) Course materials

Section 4.14 – Member Attendance at Union Meetings. When possible it shall be understood that bargaining unit employees may attend meetings that occur during their normal work times, provided they make up the work time after the meeting concludes or take appropriate leave. If complaints arise from co-workers, they shall be forwarded to the Chapter President. It is understood that certain facility usage may require a custodian to stay on site.

Section 4.15 - Subcontracting. In the event the District is considering entering into a contract with a private sector entity to provide custodial or maintenance services (thus eliminating bargaining unit work from the department in the District) the District will consult with SEIU about the specifics of the anticipated cost savings and be open to considering alternative ideas which would eliminate the need for such contracting relationship, consistent with RCW 28A.400.285.

ARTICLE V - HOURS

Section 5.1 - Eight (8) hours per day and forty (40) hours per week, Monday through Friday, shall constitute a week's work and shall be considered full-time employment. Seven and one-

half (7 1/2) hours within eight (8) hours shall be considered full-time for a shift beginning one-half (1/2) hour after school is out.

Section 5.2 - All time worked over eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half (1 - 1/2) per hour unless otherwise specified in this Agreement.

Section 5.3 - When an employee is required to report for extra part-time work, he shall not be paid less than the rate specified for his wage scale.

Section 5.4 - All employees shall take not less than one-half (1/2) hour for lunch.

Section 5.5 - All overtime must have the approval of the supervisor in charge.

Section 5.6 - Employees called in to work at a time which falls outside their regular workday and/or week shall be compensated for a minimum of two (2) hours. If called in to work on a Sunday, by appropriate authorized personnel double time will be paid. Facility rental work does not qualify for double time pay.

Section 5.7 - For purposes of calculating overtime the District, during the life of this agreement, will continue to interpret the words "time worked" to include all paid time.

Section 5.8 - Custodial Overtime Assignment The assignment of scheduled overtime in the buildings shall be determined by ordering the building custodians by seniority with those most senior at the top of the list. The assignment of overtime for the duration of the contract year shall be by rotation through the list in seniority order (starts where the list leaves off, not always at the top) such that each building custodian has the opportunity to work overtime as it becomes available.

Section 5.9 - During the summer, maintenance and custodial employees may work a four, ten-hour day work schedule as defined by the District. The District has the option of canceling this summer schedule and going back to a five, eight-hour day work schedule if deemed necessary.

ARTICLE VI - VACATIONS

Section 6.1 - Vacations shall be earned and taken within the District's fiscal year as follows:

- A. Vacation calculation for new employees - New employees shall earn and be entitled to take vacation on the basis of one (1) day per month worked during the District's fiscal year up to a maximum of two (2) weeks (ten working days).

1. Persons hired on or between September 1 and February 28 (29) of the fiscal year shall, for vacation calculation purposes, be deemed to have completed one year of service and, thus, will earn vacation based upon section 6.1.b below.
 2. Personnel hired on or between March 1 and August 31 of the District's fiscal year will, for vacation calculation purposes, be deemed not to have completed one year of service. Thus, the first full fiscal year following the date of hire, the employee will earn and be entitled to take vacation on the basis of one (1) day per month work up to a maximum of two (2) weeks (ten working days). After completing employment for one full fiscal year, the employee will earn vacation based upon section 6.1.b below.
- B. Vacation calculation for employees who have completed one year of service - Full-time, twelve (12) month employees who have completed one year of service as defined in 6.1.a above will earn vacation as follows:
1. After one (1) year of service - ten (10) working days.
 2. After five (5) years of service - sixteen (16) working days.
 3. After ten (10) years of service – eighteen (18) working days.
 4. After fifteen (15) years of service - twenty-one (21) working days.
 5. After eighteen (18) years of service – twenty-five (25) working days.

Section 6.2 - When an employee quits or is terminated, said employee is entitled to prorated, accumulated vacation time as termination pay.

If at the time of termination an employee has used more vacation than earned, the district will deduct from the last paycheck the prorated, unearned vacation days taken.

Section 6.3 - Vacation dates shall be arranged as follows:

- A. Employees shall submit vacation date requests, in writing, a minimum of ten (10) calendar days prior to the requested starting date.
- B. Vacation preferences shall be assigned on the basis of seniority.
- C. At least one employee shall be on duty in each building the full 12 month year unless the District requests and/or approves, in writing, otherwise.

- D. Custodians/maintenance employees shall be allowed to schedule vacation time while school is in session. 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 when school is in session.
- E. Vacation time for maintenance personnel must be scheduled so that:
1. Each employee is allowed to take ten (10) working days or one-half his/her earned, annual vacation days, whichever is greater, between June 1 and August 31 unless the District requests and/or approves, in writing, otherwise. Normally, vacations are not granted the last two weeks of August.
 2. No more than two (2) employees are on vacation at one time and that two (2) of the same specialty are not gone at the same time unless the District requests and/or approves, in writing, otherwise.

Maintenance personnel may be asked to arrange their vacation dates to avoid interference with the summer repair season.

Section 6.4 - Starting in the 2014-2015 contract year, vacation earned during a fiscal year must be taken within the fiscal year in which the vacation was earned. Up to five (5) days of vacation carry-over to the following school year may be permitted if approved by the Superintendent. In rare occasions and with prior written approval, the Superintendent may approve carry-over days in excess of (5) five days.

ARTICLE VII - HOLIDAYS

Section 7.1 - The following shall be considered holidays with full pay for all employees:

1. Labor Day	7. New Year's Day
2. Veterans Day	8. The Day Before or After New Year's Day*
3. Thanksgiving Day	9. Martin Luther King Day
4. The Day After Thanksgiving	10. Presidents Day
5. Christmas Day	11. Memorial Day
6. The Day Before or After Christmas*	12. Independence Day

* The actual day to be designated by the superintendent or designee.

Section 7.2 - Holidays begin with the close of the working day preceding the holiday and end with the starting time of the day following the holiday.

Section 7.3 - When a holiday falls on Saturday or Sunday, the day preceding or following this weekend shall be a holiday. If work is required on this day, the employee shall be paid at the rate of double (2) time or receive two (2) additional days paid vacation. This will be at the discretion of the Employer.

ARTICLE VIII - PAID LEAVE

Section 8.1 - Bereavement Leave: A maximum of three (3) day's leave with pay will be allowed for each death in the immediate family (husband, wife, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandfather and grandmother) or a person in a like personal/emotional relationship. Three (3) additional days shall be granted, upon authorization, if it necessitates travel of more than 200 miles from the District, for bereavement; in the event of death to an employee's parents, spouse's parents or employee's children, the District shall make every reasonable effort to grant the above additional days. These items are not to be deducted from sick leave and are not cumulative.

Section 8.2 - Disability and Emergency Leave: Employees will receive twelve (12) days annual leave for illness, injury, and emergency leave. Unused days shall accumulate to the extent allowed by law. Less than full-time (partial year or fractional FTE) employees shall be allowed illness, injury, and emergency leave on a prorated basis.

A. Disability Leave

1. As a general rule, employees shall notify their immediate supervisor not later than one hour before their shift begins on the day on which they will be absent and no later than the close of the workday preceding the date of their intended return to their duties
2. The supervisor may, if the absence is over three (3) days duration or in the event he/she sees a pattern of regular, excessive, or unusual absences require a physician's certificate and proof of the disability causing the absence.
3. Illness or disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are considered temporary disabilities and will be treated as other personal illness or disability.
4. Employees wishing to take an extended leave for disability purposes may request a leave of absence. Upon return from leave, the employee shall be placed in the position last held or a similar position in the District.

B. Emergency Leave

1. Emergency leave shall be granted as defined in the following:
 - a. The problem must have been suddenly precipitated or must be of such a nature that preplanning could not relieve the necessity for the absence.
 - b. The problem must be one of major importance and not a mere convenience.

2. Applications requesting consideration for an absence under Emergency Leave shall be made on forms available in each school office and addressed to the Assistant Superintendent for Human Resources. A completed form for Emergency Leave shall be submitted to the Assistant Superintendent for Human Resources within five (5) days after the return to duty. The Director shall notify the employee of the determination within five (5) days of receipt of the application.

The application shall disclose the general purpose for the leave request in sufficient terms to establish compliance with the criteria contained in Section B 1 above. Requests meeting said criteria shall be granted.

3. It is not the intent of this emergency leave proviso to provide or expand upon or to add to vacations, weekends, or other types of leaves because of transportation problems that preplanning could reasonably have prevented.

8.2.1. Sick Leave Use. The District shall allow the use of accrued sick leave for care of a child, parent, or permanent household member who has a health condition that requires treatment or supervision. Child means a biological, adopted or foster child, stepchild, a legal ward, or a child of a person standing in the place of a parent. "Serious health condition" means an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. Additional unpaid family care leave may be granted under the terms of the Family and Medical Leave Act.

Section 8.3 - Jury Duty – Employees will receive full pay while serving on juries.

Section 8.4 - Personal Leave - Each bargaining unit employee shall be entitled to three (3) Personal Leave days annually, frontloaded and pro-rated per FTE. Such leave will not be used to engage in other employment or commercial ventures. No explanation shall be requested by the District.

Employees should use the standard leave request form. The employee is encouraged to submit the request not fewer than three (3) working days in advance of the requested leave date.

The District will maintain a centralized system for tracking the availability and usage of each employee's Personal Leave. Personal Leave usage shall be noted on each employee's pay warrant.

Personal Leave will be granted on a first come, first served basis, when a qualified substitute is available to cover the absence of the employee.

Personal leave will not normally be granted during the first five (5) days and the last ten (10) days of a school year. Exceptions may be allowed for clearly stated reasons, on a case by case basis. Written requests for exception should be forwarded to the Superintendent or his/her designee. A written response will be provided within five work days following the submitted request.

Up to three (3) days can be carried over each year to a maximum of five (5) total banked days.

By June 30th of each school year, the employee may submit in writing to the Payroll department, their request to cash out up to three (3) unused personal leave days. Unused personal leave will be compensated for each day at the substitute rate on the August warrant.

Section 8.5 – Union Leave - Up to ten (10) days or eighty (80) hours per year are available for the Union to use to conduct its business and to enhance the relationship between the parties. SEIU will inform the District at least one (1) week in advance if Union leave is needed.

The Union will reimburse the District in the amount of substitute wages used by the District when Union leave is used. The Union will hold the District harmless and defend it from any losses arising from the use of Union leave.

ARTICLE IX - INDUSTRIAL INSURANCE

Section 9.1 - 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 claim for Industrial Insurance Compensation.

9.1.1 - The employee shall fill out an accident report form and submit it to their immediate supervisor.

9.1.2 - The employee shall report all work related accidents or illness to his supervisor as soon as practical but in all cases before the end of the shift.

9.1.3. The District, upon receiving notice from the employee of a work related injury or illness, will send a letter to the employee explaining Industrial Insurance options along with Ferndale Administrative Procedures.

Section 9.2 - The employee may choose to receive:

- A. District sick/vacation leave only (no use of Industrial Insurance); or
- B. State Industrial Insurance only (no use of sick/vacation leave): or
- C. Combination of Industrial Insurance and District Sick/Vacation Leave.
Available sick leave, if any, less any Industrial Insurance payment for which he or she is eligible. Sick leave charged to the employee shall be proportionate to that portion of the employee's salary paid by the leave. The combined insurance and leave payments cannot total more than the employee's regular base pay. Any overpayment shall be returned by the employee to the district. No matter which option the employee chooses, it is the employee's responsibility to contact the Classified Payroll Department.

Such option must be submitted, in writing, to the Director of Classified Personnel. The District will advise the Department of Labor and Industries, in writing, of the employee's option. Provided further: if an employee applies for Industrial Insurance Compensation and the claim is then or later denied, sick leave or annual leave may be used for the absence of the employee.

ARTICLE X - LEAVE OF ABSENCE

Any employee may be granted a leave of absence without pay for the following reasons:

Section 10.1 - Personal Leave - This provision shall include: 1) serious illness, 2) financial problems, 3) marital problems, 4) Union activity (limited to conferences), 5) leave to appear as a witness, plaintiff, or defendant in court, 6) leave for civic duty or similar personal reasons.

Section 10.2 - Military Leave - This applies to an employee's military obligation.

Section 10.3 – Military Caregiver Leave. An employee who is the spouse, son or daughter, parent or next of kin of a service member who is recovering from a serious illness or injury sustained while on active duty is entitled to twenty six (26) weeks of unpaid leave in a twelve (12) month period to care for the service member.

Section 10.4 - Educational Leave - Which includes technical and vocational training or college or university education.

Section 10.5 – Family Leave – Every employee of the District who has worked for the district at least one year and for at least 1,250 hours in the preceding year is entitled to twelve (12) work weeks of family leave during any twelve (12) month period to respond to a qualifying event occurring because the employee’s spouse, son or daughter, or parent is on active duty or has been notified of pending active duty in support of a contingency operation.

Section 10.6 – Domestic Violence Leave – The District shall allow victims of domestic violence, sexual assault, or stalking and family member of victims to take reasonable leave from work, intermittent leave or leave on a reduced leave schedule for up to one (1) year. The leave may be sick leave, other accrued leave or leave without pay. Family members include a child, spouse, parent, parent-in-law, and grandparent or individual with whom the victim has a dating relationship. The employee shall provide advance notice of their intent to take leave. If advance notice is not possible, due to an emergency, notice should be provided no later than the end of the first day that the employee takes the leave.

Section 10.7 - Any employee who is on an authorized leave of absence shall not suffer any loss of benefits accrued prior to the date of leave. Provided further that any employee on extended leave of absence shall be given first consideration for any job openings for which he is qualified prior to filling a position with someone not employed by the District.

Section 10.8 - All leave of absences must be approved by the Superintendent, and leaves over ten (10) days will be submitted to the School Board for their approval.

Section 10.9 - Any employee who is on medical leave of absence, industrial insurance accident, sick leave, or has exhausted his/her sick leave, shall be granted his former position when released for work from a doctor, provided he/she is able to perform his/her work. This section will be limited to one (1) year, provided further, an employee shall submit a letter to the District not later than the eleventh (11th) month of absence, stating his/her intentions of whether to return to work for the District.

Section 10.10 - Any employee who fills a position vacated for reasons set forth in Section 10.1 & 10.7 shall be hired as a temporary employee.

Section 10.11 - A temporary employee shall be subject to all provisions of this contract that relate to wages, medical, vacations and holiday benefits only.

Section 10.12 - A temporary employee shall be considered as a permanent employee when the job he/she filled is over a year duration; contingent upon the temporary employee completing ninety (90) days of continuous employment.

For purposes of the contract, the terms "temporary" and/or "substitute" are used interchangeably.

Section 10.13 - If an employee is off more than one (1) year for reasons set forth in Section 10.1 & 10.7, such employee shall be given first job opening consideration on any job opening for which he/she is qualified.

Section 10.14 - Any employee who leaves the employment of the District for a period of three (3) or more years (excluding termination), may be considered a new hire by the District if such employee returns to the District.

Section 10.15 - Any employee who is off work due to any reasons set forth in Section 10.1 & 10.7 shall not suffer any loss of benefits. This provision shall have a one (1) year limitation.

ARTICLE XI – DISCIPLINE/DISCHARGE FOR JUST CAUSE

Section 11.1

1. No employee shall be disciplined without just cause. Such discipline shall be in private and shall be conducted in a professional manner.
2. The District will follow a policy of progressive discipline unless the seriousness of the matter justifies a departure in the opinion of the District.
3. Any discipline, whether verbal or written, shall be directed by and documented by either the Supervisor or Superintendent.
4. Prior to any meeting between an employee in the bargaining unit and his/her supervisor, where disciplinary action is anticipated to result, the employee will be notified of his/her right for representation by the Union.

Section 11.2 - The complaint specified in such prior warning notice shall be for the same type of misconduct as the cause for discharge or suspension.

Section 11.3 - Any suspension or discharge shall be subject to the grievance procedure, excepting probationary employees who shall be subject to termination at the discretion of the employer.

Section 11.4 - Termination of employment by the District shall require not less than fifteen (15) calendar days' notice except in cases of just cause immediate termination as stated under Section 11.1. In any case, the Union Business Representative will be notified, in writing, immediately. All employees will give fifteen (15) calendar days' notice before leaving employment.

Section 11.5 – Upon termination, employees will be paid for all hours worked, and any accrued holiday and vacation days.

ARTICLE XII - CLASSIFICATION AND RATES OF PAY

Section 12.1 - Employees will not be paid less than the specified scale.

Section 12.2 - Any employee required by the District to assume the duties of or replace an employee within a higher classification shall receive the higher rate of pay effective the first day.

Section 12.3 - All personnel who assume swing shift work shall receive fifteen (15) cents per hour premium pay. Swing shift shall be defined as any shift in which the majority of hours worked fall within the time period commencing at 3:00 p.m. and ending at 11:00 p.m.

Section 12.4 - Overpayment/Underpayment Procedure. Employee paychecks that contain an underpayment or an overpayment will be handled consistent with written and established payroll procedures.

Section 12.5 – Lump Sum Payments for Retroactivity and Other Payments. When an adjustment is due to an employee's pay for a new collective bargaining settlement, the District will pay the adjustment in a lump sum payment. If ratification occurs prior to the 10th of the month, the lump sum will be paid that month. If after the 10th, the lump sum will be paid the following month. An exception to this would be the months of December and February due to short payroll periods.

Section 12.6 – Salaries

Effective September 1, 2013, the District will increase the 2012-2013 Salary Schedule (Appendix A) by 1.9% plus the percentage funded by the state legislature.

Effective September 1, 2014, the District will increase the 2013-2014 Salary Schedule (Appendix A) by 1.5% plus the percentage funded by the state legislature.

Effective September 1, 2015, the District will increase the 2014-2015 Salary Schedule (Appendix A) by 1.5% plus the percentage funded by the state legislature.

Effective September 1, 2016, the District will increase the 2015-2016 Salary Schedule (Appendix A) by 1.1% plus the percentage funded by the state legislature.

The Bargaining Unit may elect to contribute their 1.5% wage increase into VEBA consistent with VEBA and IRS rules.

Section 12.7 - Asbestos Premium - Any employee who is so certified shall be compensated at one and a half (1.5) times the journeyman normal hourly rate for asbestos work required of

them by the District during their normal work day and three times their normal rate for District required performance after working a full shift or weeks' time worth.

Section 12.8 – Certification bonus and wage study - _A \$500 license/certification bonus per certification (for example: asbestos, pesticides, HVAC) or Journeyman (for example: plumber, electrician, locksmith, and carpenter) will be paid on the 2014 August warrant.

A wage study will be conducted by the District and the Union to study Journeyman wages. The study will be conducted between January 2014 and June 2014. The comparables in the study will be agreed upon between the District and SEIU Local 925 with an emphasis placed on school districts and use total compensation. Based on findings of the study, if Ferndale journeyman rates are below the median or mean of the study, SEIU and the District agree to a reopener for journeyman wages beginning in the 2014 contract year.

ARTICLE XIII - ATTENDANCE INCENTIVE PROGRAM

Section 13.1 - Annual Conversion of Accumulated Sick Leave -- Each January, any employee who at the end of the immediately previous calendar year who has accumulated in excess of sixty days of unused sick leave may elect to convert unused sick leave earned the previous year in excess of sixty days to monetary compensation at the rate of 25% of the employee's current, full-time daily rate of compensation for each full day of eligible sick leave. Any such election shall be made by written notice to the superintendent during the month of January. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of law.

Section 13.2 - Conversion of Sick Leave Upon Retirement or Death - Any employee who hereafter shall retire or who shall die while employed by the district may elect (personally or by his/her personal representative, as appropriate) to convert accumulated, unused sick leave days to monetary compensation at the rate of 25% of the employee's full-time daily rate of compensation at the time of termination from employment for each full day of eligible sick leave. Any such conversion of sick leave upon retirement or death shall be subject to the terms and limitations of law.

ARTICLE XIV- INSURANCE

Section 14.1 - Insurance - The District shall provide the state health care pass through, including Retiree carve-out for each full-time (minimum of 1440 hours) employee to apply to individual and family medical, dental, and vision as basic benefits. Optional programs shall include VEBA I, salary insurance, and life insurance.

All bargaining unit insurance dollars shall be pooled for the purposes of paying the costs of basic insurance coverage for each bargaining unit member. Only after members of the bargaining unit have received benefit from the basic medical coverage shall pool dollars be used for optional coverage.

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 (FEA), provided the funding level for SEIU bargaining unit employees shall not be reduced.

If a Public Employees Benefit Board (PEBB) bill passes that appears to make the PEBB a more attractive option, either party may elect to meet, discuss and evaluate moving to the PEBB in the following contract year.

Section 14.2 - It is agreed that upon closing of the insurance enrollment period, the District shall compare the bargaining unit insurance premium usage for the size of the bargaining unit with the total moneys requested. This comparison shall be made again in June to ensure full utilization and compliance with all State regulations. All such information shall be provided to the Union. October 1 will be the date agreed upon for this pooling exercise. All full-time employees hired after October 1 shall be provided the state health care pass through less carve out for benefit amounts and will not be subject to the pooling regulations for the remainder of the year.

Section 14.3 - Employees who are less than full-time (1440 hours employees) shall be entitled to receive medical, dental, salary insurance, and VEBA benefits in the same ratio as their part-time services bears to full-time service consistent with Section 14.1 above. All less than full-time employees shall be enrolled in the District-approved group dental plan for employees and their dependents.

Section 14.4 - In the event the Legislature hereafter specifically funds a higher monthly state support figure for insurance, the District will incorporate the higher state support figure on a prospective basis.

Section 14.5 - As per legislative action and nominal funding an FTE currently is defined as 1440 hours. In the event the Legislature hereafter alters the definition of an FTE for funding purposes, the District will revise the FTE definition and monthly per FTE dollar amount on a prospective basis to reflect the state support figure as it yields funding at the local (District) level.

Section 14.6 - Cost incurred from all x-rays, required as a condition of continued employment, shall be reimbursed to the employee upon receipt of charges submitted to the District.

Section 14.7 - The District agrees to provide the opportunity for employees to voluntarily participate in a "Section 125" cafeteria at the employees' expense.

Section 14.8 - In the event the parties hereafter disagree about the applications of Section 14.4 and/or 14.5, the District may elect to nullify the same, and the parties shall thereupon negotiate over the disputed issues.

Section 14.9 - The parties recognize that the Affordable Care Act (ACA) may offer opportunities for some employees to get health insurance coverage for themselves and their dependents that is more affordable, either in terms of premiums, coverage or both, than is currently offered. In the event that more affordable opportunities become available with the implementation of ACA, either party may request to meet, discuss, evaluate and modify the benefits package, provided such modification does not result in a net increase in the Employers costs.

ARTICLE XV - SENIORITY

Section 15.1 - Seniority shall be defined as the employee's last beginning date of continuous employment. School term employees shall be deemed as full-time employees for the purpose of seniority.

Section 15.2 - Seniority rights shall be effective within general job classifications: Custodian Classification and Maintenance Classification.

Section 15.3 - Seniority shall prevail within a classification subject to the ability of the employee to meet the minimum requirements of the job and to perform the duties as required for the position. For admittance into the Head Custodian Promotion Pool, an employee interested in applying for a head custodian position shall notify the Director of Facilities, with a copy to Personnel, in writing of his/her interest. A committee composed of a union representative, Director of Facilities, and Assistant Superintendent for Human Resources will meet within ten (10) working days from notification to discuss the employee's candidacy for the pool. If it is determined by the Committee, after reviewing previous evaluations and seeking feedback from direct supervisors and talking with the employee and union, that the employee is a candidate for a head custodian position, the employee will be added. However, if it is determined after going through the steps above that an employee needs additional custodial training or further knowledge of successful leadership traits, communication skills, or other identified areas before being considered for the pool, the employee and union will be notified in writing of the area(s) identified. The District will then make necessary arrangements, at its expense, for the training within a reasonable time period. After the training, the employee will then need to demonstrate to the Committee that they have the abilities needed for a head custodian position. The parties understand that head custodian promotions will be based on district seniority, provided that an employee must spend at least 30 calendar days in the pool before they may bid on an open head custodian position.

Section 15.4 - Seniority rights shall be exercised in all cases of layoff due to a reduction of force, reduction of hours (in all cases of greater than one (1) hour), and subsequent rehire. Upon rehire all seniority rights and benefits shall be reinstated, said rights and benefits shall not accrue during the time of layoff.

Section 15.5 - Employees who change job classifications within the bargaining unit shall retain their seniority date in the previous classification for a period of one (1) year, notwithstanding the fact that they have acquired a new seniority date in a new classification: EXCEPT, Maintenance personnel who had prior, within District custodial experience, shall retain combined custodial and maintenance seniority for purposes of layoff and recall; and custodial personnel who had prior, within District maintenance experience, shall retain combined maintenance and custodial seniority for purposes of layoff and recall.

Section 15.6 - Seniority rights shall not be lost during an authorized leave of absence and shall be reinstated as of the first day of the employee's return to work.

Section 15.7 - Any employee bidding on a posted position who is passed over in seniority shall be given written notice of such fact five (5) days prior to the date position is to be permanently filled.

Section 15.8 - Employees who are promoted to a different position shall be given a sixty (60) calendar day trial period. However, the employer, at its option, and after written notification to the employee and the union, may elect to extend the trial period an additional thirty (30) calendar days. If the employee is unable to perform satisfactorily in the new job at the end of the trial period, the employee shall be returned to his/her former position. However, no determination shall be made until the employee has received adequate orientation on the job in the new position administered by his/her immediate supervisor.

ARTICLE XVI - JOB POSTING AND BID PROCEDURE

Section 16.1 - All new positions and all positions vacated for any reason within the bargaining unit shall first be posted for five (5) continuous working days prior to being permanently filled. A copy of all job openings, listing the job classifications, as well as the possible location of such opening, shall be posted in each building. In addition, one day prior to the established five-day posting period, one copy of each posting will be mailed to each custodian or maintenance worker at his/her place of residence by the district.

The District acknowledges the Union's desire for internal promotional and transfer opportunities between classifications. Employees of the District shall be given due consideration by the District for all openings within the bargaining unit for which the employee applies and is qualified. This does not, however, preclude the District from hiring an outside applicant for any position when, in the judgment of the District, the outside applicant possesses qualifications greater than current employee applicants.

Section 16.2 - Any employee desiring to bid on a position so posted as outlined above shall submit a District Job Bid Form to the Personnel Office, Union Office, and retain a copy for

his/her own files, requesting consideration for the position posted not later than five (5) days after date of posting.

Section 16.3 - Any employee on authorized leave of absence, vacation, or on sick leave, who is due to return to work prior to the date or on the date the position is to be permanently filled, shall also be notified of the vacancy.

Section 16.4 - If any position to which an employee is permanently assigned is abolished, said employee shall exercise seniority rights which shall prevail in order of layoff and rehire in all departments.

Section 16.5 - When an employee suddenly terminates his/her service or when it is necessary for the District to remove an employee from a position without giving fifteen (15) calendar days' notice, the job may be filled temporarily to allow time for posting.

Section 16.6 - The District shall provide a copy of all job postings, at the time of posting, to the Union.

ARTICLE XVII - 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 the specific terms of this Agreement.
3. Days -- Days in this procedure are normal district office work days.

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 procedures 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 that have been allegedly violated;
- c. Issues involved; and
- d. Remedy sought.

The District agrees to recognize grievances advanced to Step 2 and Step 3 of the grievance procedure under Article XVII by the Union on behalf of individuals provided that the Union secures the authority of the individual employee to process the grievance and so represents in the formal documents submitted to the District.

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 his/her representative 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. 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 his/her representative and the union will have ten (10) days from the receipt of the grievance to resolve it.

Step 4. Mediation.

If no settlement can be reached at Step 3, the Union and the Superintendent, or his/her representative, agree to formally meet on the grievance in an attempt to mediate a resolution which is agreeable to both parties before said grievance proceeds to Arbitration.

Step 5. 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 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 request Public Employment Relations Commission (PERC) to assign an arbitrator pursuant to RCW 41.56.
- d. 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 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 XVIII - UNION SECURITY

Section 18.1 - All employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members in good standing with the Union as a condition of continued employment with the Employer.

Section 18.2 - All present employees not members of the Union and all new employees hired on or after the effective date of this Agreement, shall not later than the thirty-one (31) calendar days from date of hire, fulfill one (1) of the two (2) following requirements as a condition of continued employment.

18.2.1 - Join, become and remain a member of the Union in good standing.

18.2.2 - In lieu of membership requirements, an employee who declines membership in the Union shall pay to the Union, each month, a fair share fee for service to be determined by the Union.

Section 18.3 - If an employee does not wish to join the Union or pay any service charges for reasons based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member, a third alternative shall prevail.

Such employee must pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Representative of the Union. The employee shall furnish written proof that this has been done. If the employee and the Representative of the Union do not reach agreement on the above matter, the matter shall be referred to the arbitrator of the Public Employment Relations Commission, whose decision shall be final and binding.

Section 18.4 - This shall serve as confirmation of our agreement that the District shall, upon receipt of a written authorization form, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union.

ARTICLE XIX - GENERAL CONDITIONS

Section 19.1 - Any difference in administering this Agreement over wages, hours, working conditions and any clause contained herein, shall be subject to the grievance procedure.

Section 19.2 - Any clause in this Agreement that is in conflict with any federal or state law now in existence or any laws that may hereafter be passed by regularly constituted authorities shall be amended to conform with such laws.

Section 19.3 - No changes may be made in this Agreement without full knowledge and consent of both parties.

Section 19.4 - Nothing in this Agreement shall be construed to lower any existing benefits of pay or working conditions.

Section 19.5 - The District shall pay tuition for District approved job-related training for classified employees within the bargaining unit when the course work is required by the District. Evidence of satisfactory completion shall be provided (official transcript), said training shall be through an accredited institution, i.e., Vocational-Technical Institute, Community College, etc.

Section 19.6 - The District will pay up to one hundred fifty dollars (\$150.00) each year to each maintenance employee towards the purchase of safety shoes. The employee shall provide proof of purchase upon request from the District.

Section 19.7 - The District will allow employees to donate shared leave as per district policy and procedure and state law.

ARTICLE XX -- DURATION

THIS AGREEMENT shall remain in full force and effect as provided herein for the period from September 1, 2013, to August 31, 2017. If either of the parties desire change or modifications of said Agreement, sixty (60) days written notice must be served by the party desiring change prior to the anniversary date of the Agreement.

EXECUTED this 16th day of September, 2013, at Ferndale, Whatcom County, Washington, by the undersigned officers by the authority of, and on behalf of, the Board of Directors, Ferndale School District #502, and Ferndale S.E.I.U. Local 925.

For the Board of Directors
Ferndale School District 502

For Ferndale Members
S.E.I.U. Local 925

Linda B. Jones

Tom Mace vice Pres

Ronald D. Palmer Pres

John A. Bay vice Pres.

W. in Mack

Pat SL

APPENDIX 'A'
SERVICE EMPLOYEES INTERNATIONAL UNION
SALARY SCHEDULE
Effective September 1, 2013

<u>CUSTODIAN CLASSIFICATION</u>	<u>Hourly Wage</u>	<u>After 10th Year</u>
<u>HEAD CUSTODIANS</u>		
High School	18.86	19.18
Middle School	18.23	18.56
Elementary	17.94	18.26
<u>LEAD CUSTODIANS</u>		
High School	17.42(+ .15)	17.61 (+.15)
Middle School	17.12 (+ .15)	17.42 (+.15)
<u>CUSTODIANS</u>		
Day	16.53	16.82
Night	17.11	17.42
Substitute Rate for personal leave cash out only		7.11
<u>DISTRICT HEAD CUSTODIAN</u>	Add \$1.00/hour to high school custodian regular hourly rate.	

<u>MAINTENANCE CLASSIFICATION</u>		
Journeyman	24.78	25.06
Maintenance Specialist	23.17	23.43
Maintenance Specialist II	24.78	25.05
<u>GROUNDS</u>		
Head Grounds person	22.91	22.42
Asst. Grounds/Pesticide Specialist	21.07	21.31
Assistant Grounds person	20.29	20.52
Substitute Rate for personal leave cash out only		8.72
<u>ASSISTANT SUPERVISOR</u>		
Assistant Supervisor	\$1.00/hour above journeyman hourly rate. (Payable on payroll advice for actual time spent working as an assistant supervisor in the absence of and appointed by the Director of Facilities)	

APPENDIX 'B'

FSD Facilities & Maintenance Training Request

Submit to Facilities Director via any Union
Representative at any labor management meeting.

Name _____

Worksite _____

Phone Number _____

Check all that apply:

- | | |
|--|--|
| <input type="checkbox"/> Individual Training Request | <input type="checkbox"/> Group Training Request |
| <input type="checkbox"/> Self-Directed - Optional | <input type="checkbox"/> District Directed - Mandatory |
| <input type="checkbox"/> Off Site - Outside Provider | <input type="checkbox"/> Safety Concern |

Training Need - Describe what general or specific area that needs to be addressed:

Suggested Source - Include details about an outside provider or in house expert:

Support Request - Identify specific costs such as release time or tuition reimbursement:

- Approved Denied Modification Proposed

Date Received

Facilities Director Signature

WHAT IS THE “WEINGARTEN RIGHT”?

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

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

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

WHAT DOES “JUST CAUSE” MEAN?

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

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

WHAT IS THE “LOUDERMILL RIGHT”?

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

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

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

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