



1 SEPTEMBER 2019 - 31 AUGUST 2022

AGREEMENT

between

BELLEVUE SCHOOL DISTRICT, NO. 405

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925

WAREHOUSE PERSONNEL



October 2019

TABLE OF CONTENTS

ARTICLE 1 - UNION RIGHTS 4

 1.1 Recognition..... 4

 1.2 Dues Deduction 4

 1.3 Voluntary Deduction for Committee On Political Education (COPE)..... 5

 1.4 Pertinent Data 5

 1.5 Building Access 5

 1.6 Bulletin Boards 6

 1.7 Work Site Representative 6

 1.8 Union Activity 6

 1.9 Negotiations Committee 7

 1.10 Labor/Management Committee 7

 1.11 No-Strike/No Lockout 8

 1.12 Mail Services 8

 1.13 Distribution of the Agreement 8

ARTICLE 2 - MANAGEMENT RIGHTS 8

ARTICLE 3 - CONDITIONS OF EMPLOYMENT 9

 3.1 Definition of Employees..... 9

 3.2 Union Membership 9

 3.3 Probationary Period 10

 3.4 Workday/Workweek..... 11

 3.5 Overtime 11

 3.6 Call-Back Pay 12

 3.7 Higher Job Classification..... 12

 3.8 Mileage 12

 3.9 Uniforms and Safety Shoes 12

 3.10 Cell Phones 13

 3.11 Job Description 13

 3.12 Rehires 13

 3.13 Nondiscrimination 14

 3.14 Orientation 14

 3.15 Professional Development 14

 3.16 Workload 15

ARTICLE 4 – CORRECTIVE ACTION, DISCIPLINE AND DISCHARGE OF EMPLOYEES 15

ARTICLE 5 - CHANGE OF STATUS 17

 5.1 Seniority..... 17

 5.2 Position Openings..... 17

5.3	Filling Position Openings	18
5.4	Reduction in Force.....	18
5.5	Recall	18
5.6	Voluntary Termination	19
ARTICLE 6 - HOLIDAYS AND VACATION		19
6.1	Holidays.....	19
6.2	Vacation Leave	20
ARTICLE 7 – LEAVES OF ABSENCE		21
7.1	General Leave.....	21
7.2	Bereavement Leave	24
7.3	Leave of Absence	25
7.4	Civic Responsibility Leave.....	26
7.5	Military Leave	26
7.6	Religious Leave	26
7.7	Leave Without Pay	26
7.8	Professional Leave.....	27
7.9	Leave Exceptions	27
ARTICLE 8 - HEALTH AND WELFARE		27
8.1	Health Insurance	27
8.4	Retirement	28
8.5	Industrial Insurance	28
8.6	Section 125	28
8.7	VEBA	28
ARTICLE 9 - PERSONNEL FILE AND PUBLIC RECORDS REQUESTS		28
9.1	Personnel File	28
9.2	Public Records Act Notification	29
ARTICLE 10 - PERFORMANCE EVALUATION		29
10.1	Evaluation.....	29
10.2	Unsatisfactory Performance	29
10.3	Evaluation Appeal	30
ARTICLE 11 - COMPENSATION.....		31
11.1	Salary Schedule	31
11.2	Electronic Transfer of Pay Warrants	31
11.3	Lead Warehouse	31
11.4	Student or Temporary Employee Supervision.....	32
11.5	Nutrition Services Driver.....	32
11.6	Safe Driver Bonus	32

ARTICLE 12 - INSERVICE AND SAFETY TRAINING	33
ARTICLE 13 - GRIEVANCE PROCEDURE.....	33
13.1 Purpose	33
13.2 Definition.....	33
13.3 Procedure	33
13.4 Time Limits	35
ARTICLE 14 - AFFIRMATIVE ACTION	35
ARTICLE 15 - LIABILITY INSURANCE	35
ARTICLE 16 - SUBCONTRACTING.....	36
ARTICLE 17 - UNSAFE VEHICLES	36
ARTICLE 18 - SAFETY REVIEW COMMITTEE.....	37
ARTICLE 19 - ENTIRE AGREEMENT	37
ARTICLE 20 - CONDITIONS OF THE AGREEMENT.....	37
20.1 Severability.....	37
20.2 Duration	37
20.3 Modification	38
APPENDIX A	40
Salary Schedule 2019-2020	40
APPENDIX B	41
Warehouse Personnel Leave Types	41
MEMORANDUM OF UNDERSTANDING	42
Alcohol and Controlled Substances Testing	42

AGREEMENT BETWEEN
BELLEVUE SCHOOL DISTRICT NO. 405
and
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL UNION # 925
WAREHOUSE PERSONNEL

THIS AGREEMENT is by and between BELLEVUE SCHOOL DISTRICT NO. 405, (hereinafter called the "District") and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925, (hereinafter called the "Union").

ARTICLE 1 - UNION RIGHTS

1.1 Recognition

The District agrees to recognize the Union as the sole collective bargaining agent for all full-time, part-time and on-call warehouse personnel with respect to wages, hours, working conditions, and adjustment of grievances arising under this Agreement. However, on-call employees are not covered by the following provisions: Article 4, Disciplinary Action, Article 5, Change of Status, Article 6, Holidays and Vacations, Article 7, Leaves, Article 8, Health and Welfare, and Article 10, Performance Evaluation unless required by law. Article 13, Grievance Procedure, for on-call employees is applicable only to those contract provisions not specifically excluded above.

1.2 Dues Deduction

Upon receipt of an individual authorization by a bargaining unit employee, the District shall deduct from the pay of such employee the amount of dues as certified by the bargaining agent to be uniformly required as a condition of membership in the Union and shall transmit the same to the Union each month.

Such authorization will be continuous from one agreement to the next, except in case of termination, resignation, or written notice from the employee cancelling authorization.

Dues deductions authorization by the employee shall be on a form approved by the parties to this Agreement.

SEIU925 agrees to indemnify and hold harmless from all claims, demands, suits or other forms of liability that shall arise against the District for, or on account, of any membership dues or COPE deduction made from the pay of a bargaining unit employee.

1.3 Voluntary Deduction for Committee On Political Education (COPE)

Beginning each contract year, SEIU 925 shall provide a full and complete list of bargaining unit employees who are current members of SEIU925 to the District, and shall provide updates, additions, and/or other changes in membership status to the District on at least monthly basis thereafter, or as needed within a bargaining unit. Upon notification of an employee's membership status in SEIU 925 and or election to participation in the SEIU925 political program (COPE), the District shall deduct union dues and COPE contributions as identified by SEIU925.

1.4 Pertinent Data - Notification

New and Terminated Employees

1.4.1 The District shall notify SEIU 925 and the SEIU 925 chapter president of all new hires three (3) business days prior to the new hire's orientation first day of work, or as soon as practical, including name, home mailing address, job title, phone number, work email, work location, and hire date.

1.4.2 All Employees

In November of each school year or if requested, the District shall forward to the Union an alphabetical roster of all bargaining unit employees including the employee's name, address, date of hire, job classification, work location, rate of pay and FTE status. This information will be transmitted by hard copy or electronically. The District agrees to make available to the Union upon written request an employee's phone number.

1.5 Building Access

The authorized representatives of the Union shall have access to the District's premises at any reasonable time for the purpose of adjusting grievances, investigating working conditions, or ascertaining that provisions of this Agreement are being adhered to; provided the representatives notify the supervisor of their presence and that they do not interfere with employees in the performance of their duties.

The Union shall furnish the District with the names of its authorized representatives.

1.6 Bulletin Boards

The District shall make available suitable bulletin board space for the exclusive use of the Union for posting notices of its meetings, elections, recreational and social affairs, reports of Union committees, and rulings and policies of the Union. Notices and announcements shall not contain anything political or reflecting adversely upon the District, any of its employees, or any labor organizations among its employees.

1.7 Work Site Representative

The District agrees that the Union will be permitted to appoint work site representatives and Chapter Officers. The duties of the work site representative and Chapter Officer shall not interfere with the regular work assigned to that individual by the District. Under no circumstances shall there be any interference with the orderly processes of the District during working hours.

Employees acting as Union representatives at meetings called by the District shall be released from work duties to attend when such meetings are held during normal working hours. Such meetings and the number of employees to be released from work duties will be mutually agreed to by the District and the Union.

When a work site representative is performing such duties on work time at the request of the District, he/she shall be treated as if working for the District for pay and benefit accrual purposes.

The Union shall furnish the District with the names of the work site representatives and the Chapter Officers.

SEIU worksite representatives and Chapter Officers covered under the Warehouse Personnel contract shall be allowed up to sixty (60) hours per year of paid release time to assist in processing and/or resolving grievances and other issues during regular work hours provided there is adequate coverage for required work.

Not more than two (2) staff members represented by SEIU per bargaining unit shall be released pursuant to this provision at any given time without the written authorization of the District provided to SEIU in advance.

1.8 Union Activity

The Union agrees that activities related to the internal operation of the Union and activities not specifically authorized by the terms of this Agreement shall be performed only during the non-duty hours of the employees unless otherwise approved in advance by the immediate supervisor. Examples of such activities include solicitation of membership, distribution of literature, preparation for negotiations, preparation for unfair labor practice complaints, campaigning for Union office, and preparation of employee grievances.

1.9 Negotiations Committee

A Negotiations Committee may be selected by the Union.

Negotiation sessions will be held at a time mutually agreed to by the District and the Union.

Employees serving on the Negotiations Committee may be released from work duties, with pay, if negotiation sessions are held during their normal working hours.

1.10 Labor/Management Committee

The parties recognize the importance of timely and open discussions between the District and the bargaining unit and its representatives on matters affecting the employer/employee relationship. This Section establishes a procedure for either party to initiate discussions regarding administration of this Agreement and other matters of general concern affecting District conditions of employment.

1.10.1 There is hereby established a Labor Management Committee consisting of not more than two (2) members selected by the Union and a like number selected by the District. The Committee shall meet on an as-needed basis as agreed by the parties but not less than three times a year if requested by either party, for the purpose of reviewing the administration of this Agreement and attempting to resolve problems that may arise. All meetings of the Committee shall start on or after 3:30 p.m., or as mutually agreed by the parties with members of the bargaining unit being granted time off without loss of pay for all regularly scheduled hours not worked. Likewise, the District will not be required to compensate Committee members for time spent after their regularly scheduled hours.

1.10.2 A proposed agenda will be prepared by the convening group and distributed reasonably in advance of the meeting. The agenda for these Committee meetings will be limited to items which are of a group, rather than individual interest or concern. The Committee through its representatives shall write down any outcomes agreed upon at the meeting. If agreed upon in advance by both the Union and the District, either party may have one or more (a small number) of observers attend a given Labor Management Committee meeting. Such observers are not to participate or in any way interrupt the proceeding of the Committee.

1.10.3 The disposition of matters covered in Committee meetings will not contradict, add to, or otherwise modify the terms and conditions of this Agreement. The Committee may make recommendations to the District and Union negotiation teams to amend or modify the terms of this Agreement.

1.11 No-Strike/No Lockout

During the term of this Agreement, the Union and/or the employees agree not to cause or engage in any strike, slowdown, sickout, or other work stoppage. Employees who engage in any of the foregoing actions shall be subject to such disciplinary action as may be determined by the District. Also, during the term of this Agreement, there shall be no lockout of employees covered by this Agreement by the District.

It shall not be a violation of this Agreement for an employee, for reasons of personal physical safety, to refuse to cross the picket line established by a labor organization which holds a labor agreement with the District.

1.12 Mail Services

The Union will have the right to use the District mail services and employee mailboxes provided said use does not violate any federal or state statute and does not require added costs for the District.

1.13 Distribution of the Agreement

This Agreement in complete form will be reprinted, distributed and available electronically by the District to all employees in the bargaining unit and to all new hires.

ARTICLE 2 - MANAGEMENT RIGHTS

The Union recognizes the District's inherent and traditional right to manage its business as has been its practice in the past.

Except to the extent specifically abridged by the express terms of this Agreement, the Union recognizes the right of the District to hire, transfer, promote, demote, assign, and retain employees and to discipline, suspend, or discharge employees for just cause and to maintain the discipline and efficiency of its employees; the right to lay off, or otherwise relieve employees from duty because of lack of work for them to do or for other reasons set forth in this Agreement; the right to establish, change and direct the methods and processes of doing work, to introduce new and improved work methods or equipment, and to assign work to outside contractors; the right to determine the starting and quitting times and the number of hours to be worked; and the right to make and amend such reasonable rules and regulations as it may deem necessary for the conduct of its business, and to require their observance.

The exercise of the District's rights stated herein is an exclusive function of management. However, the exercise of these rights by the District also includes the responsibility of the District to provide employees with an explanation of changes in procedures and causes for disciplinary action.

ARTICLE 3 - CONDITIONS OF EMPLOYMENT

3.1 Definition of Employees

Employees: For the purpose of this Agreement “Employees” shall mean those individuals as described in Section 1.1 who are members of the warehouse bargaining unit.

Full-time Employees: Employees who are assigned for twelve (12) months per year for a minimum of forty (40) hours per week.

Part-time Employees: Employees who are assigned for less than twelve (12) months per year and/or forty (40) hours per week.

On-Call Employees: Employees who are available for employment as needed to cover work load fluctuations, emergency situations, special projects, seasonal work and long-term substitutes.

3.2 Union Membership

SEIU 925 and the District understand that at the heart of our labor management relationship is the shared interest in providing the best services to the public., A strong and vibrant union provides a true partner in the labor management relationship when disagreement becomes necessary. Therefore, it is the expectation of both the SEIU925 and the District that the District and all agents and representatives of the District shall remain neutral on the issue of union membership and respect all employees’ decision to join and maintain membership in their exclusive professional advocacy organization, SEIU925. To that end, all bargaining unit employees shall have the option of joining and maintaining membership in the SEIU925 upon employment with the District in a bargaining unit.

3.2.1 Union Membership Rescission: Union members requesting to rescind membership and membership rights in their exclusive professional advocacy organization shall make such request in writing to SEIU 925, following the SEIU 925 constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing such conditions have been met, SEIU 925 shall inform the District of such employee’s non-member status consistent with the notification section of this Agreement, specifically Dues and COPE (Committee On Political Empowerment) Deduction below.

3.2.2 Non-Interference: The District remains committed to its obligations under collective bargaining laws, including chapter RCW 41.56. These commitments include recognition that it would be an unfair labor practice “to interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by this chapter” or “to control, dominate, or interfere with a bargaining

representative.” RCW 41.56.140. The District agrees to reinforce with its administrators and supervisors and other employees the importance of these obligations.

- 3.2.3 Agency Fee Restoration Contingency: In the event there is a change in law or holding by a court of competent jurisdiction that allow for the withholding of dues or an equivalent fee as a condition of employment, the SEIU925 and the District agree to restore the union security and dues deduction provisions of the CBA previously in force prior to the ratification of this Agreement.

3.3 Probationary Period

- 3.3.1 A new part-time or full-time employee to the District shall be subject to a ninety (90) calendar day probationary period commencing with his/her first (1st) compensated day of employment. Upon successful completion of the probationary period, an employee will be moved from the entry level salary to the maximum salary for his/her position. A new employee who moves to another job title in the District covered by this Agreement before completing his/her original probationary period in the job for which he/she was originally hired shall complete the remainder of his/her original ninety (90) day probationary period.
- 3.3.2 A new employee to the Bargaining Unit but a current District employee shall be subject to a probationary period of 200 hours worked from the beginning of his/her employment within the Unit. Upon successful completion of the probationary period, an employee will be moved from the entry level salary to the maximum salary for his/her position. A new employee who moves to another job title in the District covered by this Agreement before completing his/her original probationary period in the job for which he/she was originally hired shall complete the remainder of his/her original probationary period.
- 3.3.3 A new on-call employee to the Bargaining Unit but a current District employee shall be subject to a probationary period of 200 hours worked from the beginning of his/her employment within the Unit. Upon successful completion of the probationary period, an employee will be moved from the entry level salary to the maximum salary for his/her position. A new employee who moves to another job title in the District covered by this Agreement before completing his/her original probationary period in the job for which he/she was originally hired shall complete the remainder of his/her original probationary period.
- 3.3.4 Any concerns regarding an employee’s performance will be shared with the employee by the supervisor at the time they are identified. During this period, such employee shall be considered as being on trial subject to termination at any time at the sole discretion of the District. Discharge of an employee during the probationary period shall not be subject to the grievance procedure. All other provisions of this Agreement shall be applicable to employees on probation.

3.4 Workday/Workweek

The standard work week for full-time employees shall be five consecutive days, Monday through Friday, consisting of eight (8) hours to be completed within an eight and one-half (8 1/2) hour period for a total of 40 hours. Part-time employees shall work the hours assigned. Employees may voluntarily work other schedules with the concurrence of the District. This provision shall in no way be construed to restrict the District's right to assign overtime.

Employees who are scheduled to work for five and one-half (5 1/2) or more hours per day shall receive an unpaid lunch period of thirty (30) minutes.

Employees shall receive a fifteen (15) minute rest period, as part of the regular workday, for each four (4) hours of work.

The starting and ending times for each employee shall be determined by the employee's supervisor, based on the program and schedule. If the starting and ending times are to be changed, the supervisor will confer with the affected employee(s) prior to implementation.

It is understood by the parties that for purposes of applying the Fair Labor Standards Act to employees covered by the FLSA, a work week is a seven (7) consecutive day period designated by the employer consisting of twenty-four (24) hours each day. The District's seven-day period begins at 12:01 a.m., Monday, and runs through 11:59 p.m., Sunday.

3.5 Overtime

All time worked in excess of eight (8) hours in a day or forty (40) hours in any one work week shall constitute overtime which shall be paid at the rate of one and one-half (1 1/2) times an employee's regular rate of pay.

Hours paid for holidays and vacations shall be considered as time worked for the purposes of computing overtime. Effective the first of the month following signing of this Agreement by both parties, hours paid for holidays, vacations, general leave, injury, personal leave, and bereavement leave shall be considered as time worked for the purposes of computing overtime.

There shall be no pyramiding or compounding of overtime pay.

Overtime situations when required for specific jobs, but not related to regular route or normal day to day support requirements that extend for short periods past the scheduled work day, will be offered to all full-time employees with drivers having right of first refusal based upon seniority. If the required number of employees do not volunteer for the overtime requirement, the work will be assigned to drivers in inverse order of seniority.

Although rare, it is understood that there may be times when all employees may be required to work overtime in situations where the overtime requirement exceeds the ability to be covered by less than the entire complement of assigned full time drivers. Every effort will be made to avoid these situations if the work requirement is under the control of the designated District administrator. Every effort will be made to advise employees of potential overtime situations and related manpower requirements and to have the overtime requirement covered on a voluntary basis as noted above. If an employee is involuntarily given an overtime assignment because there are insufficient volunteers and has an extraordinary reason that prevents him/her from working the overtime assignment, he/she may be excused on a case by case basis upon approval of the designated District administrator.

- 3.5.1 The employee may choose compensatory time (comp. time) to be used instead of receiving the overtime amount, accrued at the same rate as the overtime. Said use shall be coordinated with the approval of the supervisor.

3.6 Call-Back Pay

A minimum of two (2) hours pay will be paid any employee who is called back to work during the regular work week. This pay shall be at the regular rate of pay except in overtime situations in which case the overtime rates would apply.

A minimum of four (4) hours pay will be paid any employee who is called back to work after 6:00 p.m. on a Friday, during the weekend, or on a District recognized holiday. This pay shall be at the regular rate of pay except in overtime situations in which case the overtime rates would apply.

3.7 Higher Job Classification

An employee who is authorized by the designated District administrator or designee to perform the duties of a higher classification will move to the journey rate in that salary classification which is higher than the employee's present salary commencing with the first hour in such assignment and shall continue there until the employee is returned to his/her regular classification.

3.8 Mileage

Employees authorized to use their own transportation on District business shall be reimbursed at the established IRS rate.

3.9 Uniforms and Safety Shoes

- 3.9.1 The District will provide rental uniforms for all employees prior to January 30 every two years.

3.9.2 The District will annually purchase safety shoes for each employee who wishes to wear them. Style, color, and vendor(s) will be determined by the District with input from the employee(s). In lieu of direct purchase from a District-approved vendor, an employee will be reimbursed for the purchase of safety shoes up to an amount not to exceed three hundred dollars (\$300) per year; provided, however, the employee's selected pair of safety shoes must be approved for reimbursement by the District. In either case, the shoes purchased must be good, work safety shoes approved by the District.

3.9.3 District provided uniforms and safety shoes must be worn at all times in the workplace.

3.9.4 While performing work for the District all employees will wear the photo identification badges as provided by the District.

3.10 Cell Phone Stipend

Employees shall be eligible for a cell phone stipend of fifty (\$50) per month for business use during the regularly scheduled work day.

3.11 Job Description

The District shall develop a job description for each position within the bargaining unit.

Each job description shall be descriptive of the function, scope, and complexity of the job, and the knowledge, abilities, and minimum skills and qualifications required for the position.

Copies of all job descriptions and revisions thereto will be provided to the Union, upon request.

When the District creates a new classification (with the appropriate job description) or materially modifies an existing job description, the appropriate salary range placement will be determined through the negotiation process.

If the responsibilities or duties of a position materially increase or decrease, the supervisor may require that the position be reviewed for possible reclassification. If the reclassification results in the elimination of a position, the reduction-in-force procedures shall apply. If the reclassification results in an upgrade, the incumbent, if any, shall be placed in the upgraded position.

3.12 Rehires

Employees who are rehired shall have the full amount of their longevity reinstated for the purposes of annual leave accrual, if eligible. Upon rehire, any balance of leave for illness or emergency will also be reinstated.

3.13 Nondiscrimination

The District and the Union shall not discriminate against any employees for reasons of race, age, national origin, color, sex, disability, religion, marital status, sexual orientation or Union membership.

The Bellevue School District *does not discriminate in any programs or activities* on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal and provides equal access to designated youth groups. The following employees have been designated to handle questions and complaints of alleged discrimination: Title IX Coordinator: Jeff Lowell, (425) 456-4010 or lowellj@bsd405.org; Section 504/ADA Coordinator: Heather Edlund, (425) 456-4156 or edlundh@bsd405.org; Civil Rights/Nondiscrimination Compliance Coordinator Alexa Allman, (425) 456-4040 or allmana@bsd405.org. Mailing address for all three: 12111 NE 1st Street, Bellevue, WA 98005.

3.14 Orientation

The District and Union share a mutual interest in support for new employees. Each new employee shall be given an orientation which includes, but is not limited to the following:

A copy of this Collective Bargaining Agreement and a job description.

Details regarding hours, location of work, school calendar, and job responsibilities.

Instruction on permits required to hold position and where to obtain such permits.

A full explanation of insurance plans and options.
A personal introduction to supervisory staff.

Details regarding required qualification courses and training programs.

The District agrees to inform all new employees covered by this Agreement that Service Employees International Union, Local 925, is their exclusive bargaining representative, to provide Union access and opportunity to speak with employees during orientation, and will give them a Union membership packet provided by SEIU., Local 925.

3.15 Professional Development

Each employee shall have an annual allocation of one thousand dollars (\$1,000) for professional development. Professional development funds may be carried over into the next fiscal year with permission from the supervisor.

3.16 Workload

Workload issues/concerns will first be brought to the employee's immediate supervisor for resolution. If a resolution is not reached, upon request of the Union, a meeting will be scheduled involving the affected employee(s), a Union representative and/or shop steward and the supervisor. The purpose of this meeting will be to seek clarification and resolution of the alleged workload concern. The supervisor will respond to the Union and the affected employee(s) within ten (10) calendar days. This time limit may be extended by mutual agreement of the parties. Issues not resolved at this level may be the subject of a Labor Management Committee meeting upon request of the Union.

This provision shall not be subject to Article 13, Grievance Procedure.

ARTICLE 4 - CORRECTIVE ACTION, DISCIPLINE AND DISCHARGE OF EMPLOYEES

The District shall have the right to discipline or discharge an employee for just cause. "The issue of just cause shall be resolved in accordance with Article 4 hereinafter provided". Whenever the District has reason to correct the actions or behaviors of an employee, the correction shall be done in a reasonable manner which, whenever possible, will avoid embarrassment of the employee before other employees or the public.

The District and Union believe in the concept of Corrective Action – actions taken by the District to change the behavior of an employee. Corrective action does not automatically result in discipline but rather is focused on changing the behavior of employees to improve their conduct. Corrective action may include verbal counsel, letters of direction or disciplinary actions, including letters of reprimand, suspension and termination.

The correction or discharge of an employee by the District shall be administered on the basis of just cause. "Just cause" means that definition as contained in Washington state and federal law, and includes, the following criteria:

1. Did the District inform the employee of the disciplinary consequences of rule violations, performance deficiencies, or misconduct?
2. Was the rule reasonably related to the orderly, efficient, and safe operation of the District's business?
3. Prior to administering discipline, did the District make an effort to discover whether the employee did in fact violate or disobey a rule or order of management, or whether the employee failed to meet mutually-understood expectations of performance?
4. Was the District's investigation conducted in a fair and objective manner?
5. Did the District obtain substantial evidence from the investigation to prove that the rule had been violated or that the employee failed to meet mutually-understood expectations of performance?

6. Did the District apply its rules, orders, and penalties in an evenhanded manner, so as not to discriminate against any employee?
7. Was the severity or degree of discipline reasonably related to (1) seriousness of the employee's offense, and (2) the record of the employee's service with the District?

Generally, corrective action shall be progressive in nature. If the alleged or perceived violation is minor without similar or related history or other additional concerns, the employee's immediate supervisor shall address the matter in an informal advisory counsel with the employee. The employee may attend this informal counseling on his or her own, or may request that a union representative be present. The supervisor may document advisory counseling in the supervisor's records, but any matter resolved at this level shall not be a part of the employee's personnel file.

Corrective action shall consist of the following steps.

1. Informal counseling with employee. The supervisor may document but no written corrective action to the employee is required.
2. Letter of Direction – Provides written direction for future conduct. A letter of direction is not disciplinary and shall be limited to copies to the supervisor and employee. Letters of direction are not part of the disciplinary record unless there is subsequent misconduct that results in disciplinary action. Any issue that resulted in verbal counseling shall not be considered in a letter of direction after 18 months since the time of the verbal counseling.
3. A written reprimand. Such action shall remain in the employee's official personnel file for a period not to exceed two (2) years. At the end of the two (2) year period, should no further misconduct related to the reprimand occur, the employee may have the reprimand removed from the official personnel file.
4. Suspension. Should behavior related to the infraction reoccur during the two (2) year period during which a letter of reprimand is in force, the employee may be subject to suspension.
5. Termination. Should behavior related to the infraction reoccur during the two (2) year period during which a letter of reprimand and previous suspension have occurred, the employee may be subject to termination.

Discipline documents involving serious misconduct (suspension or termination) shall not be subject to removal from the employee's personnel file unless the Union and District mutually agree and retention of the documents is not required by law.

In the event of serious misconduct, Progressive Discipline steps may be circumvented. Serious misconduct may be subject to suspension or termination if the proven offense falls under the category of insubordination, gross misconduct, or flagrant disregard for clear and well-publicized District policies, including but not limited to sexual harassment, bullying, and/or harassment on the basis of race or other protected categories. The District may choose to place the employee on administrative leave with pay or temporary reassignment while a complete investigation of the

infraction is conducted. The union will also be notified when an employee is placed on administrative leave or temporary reassignment.

Any employee being suspended or terminated shall be entitled to a full and complete written notification stating the precise reasons for the disciplinary action. Upon request, the affected employee will be entitled to a meeting with the appropriate District personnel to: (a) present the employee's side of the story, and (b) ask any clarifying questions to determine the reasons for the action taken.

Upon request, an employee may have a representative of the Union present during any disciplinary action. When a request for such representation is made, and a Union representative is not available, any disciplinary action will be postponed for a maximum of one (1) workday to afford an opportunity for a Union representative to be present.

The off-duty activities of employees shall not be the cause for disciplinary action unless said activities are detrimental to the employee's ability to function in the job.

ARTICLE 5 - CHANGE OF STATUS

5.1 Seniority

An employee's seniority shall be defined as an employee's continuous length of service in the bargaining unit. Seniority shall begin from the employee's most recent first day of compensated work within the bargaining unit. Seniority dates will be adjusted for leaves, consistent with the provisions of Article 6, and for all days when on layoff status.

An employee's seniority shall be broken so that no prior period of employment shall be counted, and his/her seniority shall cease upon:

Justifiable discharge; voluntary termination; layoff or leave of absence exceeding twelve (12) months or failure of an employee to work upon recall from an indefinite layoff.

In the event an employee accepts a position with the District outside the bargaining unit, bargaining unit seniority established at that time will be restored if the employee returns to the bargaining unit within one year or less.

5.2 Position Openings

Notices of position vacancies which occur within the bargaining unit shall be posted at all District facilities and sent to the Union.

All job openings within the bargaining unit shall be advertised for a period of ten (10) working days before such openings are filled.

An employee who wishes to apply for a job opening must notify the Human Resources Department in accordance with specifications on the advertisement

The District, at its discretion, may recruit and advertise for applicants for the job classification of Truck Driver such that applicants may be required to have a Commercial Driver's License (CDL) at time of hire or may be given up to sixty (60) calendar days after the date of hire in which to obtain his/her CDL. If a candidate is hired without a CDL and does not obtain a CDL as directed by the District, said employee will be terminated by the District within his/her first sixty (60) calendar days of employment for this reason. Such a termination shall be considered a probationary termination and shall be processed pursuant to the terms of Section 3.3, Probationary Period, of this Agreement.

5.3 Filling Position Openings

Job openings will be filled by the District based on the seniority, experience, skills, ability, qualifications, and other relevant factors of the applicants for the position. The District shall be the sole judge of experience, skills, ability, qualifications, and other relevant factors, provided such judgment is not arbitrary and capricious.

In addition, the District shall consider the requirements and intentions of laws and regulations concerning equal employment opportunity and affirmative action programs in filling job openings.

5.4 Reduction in Force

Selection of which employees in a class are to be laid off shall be made in inverse order of their seniority. Those with the lowest seniority will be first selected.

To the extent allowed by law, the order of reduction will be in conformance with and may be impacted by the District's affirmative action policy.

5.5 Recall

The most senior qualified employee for the position opening will be reemployed, subject to the District's affirmative action requirements as identified above. This provision shall not allow the District to hire from outside the pool of laid-off employees as opposed to recalling a qualified employee, to address affirmative action needs.

Employees shall be eligible for recall for one (1) year following layoff. A laid-off employee must return to work within seven (7) calendar days after receipt of written notice from the District at his/her last known address appearing on the District's record, unless granted a written extension by the District.

5.6 Voluntary Termination

Each employee shall give the District at least two (2) weeks' notice of his/her intention to terminate. The District will direct its contracted benefits administrator to provide the employee with notice of any eligibility for benefits following termination. Failure of the employee to give such notice shall not constitute a breach of contract by the Union.

If an employee is absent for three (3) consecutive workdays without notifying the District as to the reason for his/her absence, then said employee shall be considered as having voluntarily terminated. An employee may be reinstated without penalty if in the judgment of the Human Resources administrator, there were extenuating circumstances which made it impossible to notify the District as to the reason for the absence.

ARTICLE 6 - HOLIDAYS AND VACATION

6.1 Holidays

The following are paid holidays for all full-time employees:

September

Labor Day

February

President's Day

November

Veteran's Day

Thanksgiving Day

Day following Thanksgiving

March/April

Last Friday of Spring Vacation

December

Christmas Day

Day before or after Christmas Day

May

Memorial Day

January

New Year's Day

Day before or after New Year's Day

Martin Luther King, Jr. Birthday

July

Independence Day

Part-time employees shall be paid for all designated holidays which fall within the period of their working assignment on a pro rata basis.

The District shall designate whether the day before or after Christmas Day and New Year's Day shall be the paid holiday.

Employees who work on a designated holiday shall be paid for the hours worked on such holidays at one and one-half (1 1/2) times their regular rate of pay per hour in addition to the holiday pay.

When a holiday falls within an employee's vacation period, the holiday will not be counted as a day of vacation.

6.2 Vacation Leave

Each year, all full-time employees, upon their respective anniversary dates of employment and the following number of years employed, shall be eligible to receive a corresponding number of workdays off while receiving their normal compensation. For the purpose of vacation accrual only, current District employees new to the bargaining unit shall have previous District seniority credited. Previous District seniority shall not extend to Article 5.

- a. One to five (1-5) years of continuous employment, fourteen (14) days of vacation leave shall be authorized. Vacation leave will accrue at the rate of 1.17 days per month.
- b. After five years (60 months) of continuous employment, seventeen (17) days of vacation leave shall be authorized. Vacation leave will accrue at the rate of 1.42 days per month.
- c. After ten years (120 months) of continuous employment, twenty-one (21) days of vacation leave shall be authorized. Vacation leave will accrue at the rate of 1.75 days per month.
- d. After fifteen years (180 months) of continuous employment, twenty-six (26) days of vacation leave shall be authorized. Vacation leave will accrue at the rate of 2.17 days per month.
- e. After twenty years (240 months) of continuous employment, twenty-eight (28) days of vacation leave shall be authorized. Vacation leave will accrue at the rate of 2.33 days per month.

Part-time employees shall receive vacation leave on a pro rata basis in accordance with the above schedule.

Employees will not earn vacation leave benefits for any absences for which they were not compensated.

Vacation leaves will be scheduled at a time mutually agreed to by the supervisor and the employee within the scheduling requirements of the department.

If two or more employees request the same vacation period, the senior employee will be given preference for that vacation period, provided he/she made the request prior to 1 April for the 12-month period of 1 May through 30 April.

New employees may not take vacation leave until they have completed their probationary period.

Upon separation from employment with the District after twelve (12) months of continuous service, vacation leave pay will be allowed to the extent of the employee's accrued and unused leave days; provided the employee gives two (2) weeks' advance notice of his/her intention to terminate employment.

In the event of the employee's death, all accrued and unused vacation leave days shall be paid to the employee's beneficiary.

An employee may accrue a maximum of three hundred sixty-eight (368) unused vacation leave hours. Employees may cash out up to three (3) unused vacations days each year paid at the employee's per diem. Requests for vacation cash out must be submitted by June 15 of each year.

If an employee who is terminating for retirement or other reason(s) provides written notification consistent with the requirements of this section, he/she may cash out a maximum of two hundred forty (240) hours of accrued vacation.

ARTICLE 7 – LEAVES OF ABSENCE

(Refer to Appendix B for Matrix of Leave Types)

7.1 General Leave

The District and Union share a mutual belief that the person best suited to perform the duties of their position is the regular employee. We value the commitment and contributions our employees make on behalf of our students. To that end, regular attendance is a critical aspect for employees to be able to perform their duties and support the educational mission of the District.

Employees who are unable to work because of illness, injury, quarantine or emergencies are authorized the number of days of General leave accumulated under this section. Full-time employees accumulate one (1) day of leave for each month of their employment and part-time employees shall accumulate such General leave on a pro-rata basis. General leave credits shall be cumulative from year to year.

The following leaves shall be deducted from the employee's cumulative General leave balance: illness, injury, emergency, personal, ceremony and religious leave.

Employees and/or their beneficiaries shall be compensated annually and upon separation or death for unused General leave days as provided by law and in accordance with regulations established by the Superintendent of Public Instruction.

Unused leave credits shall be transferred to or received from other school districts in the State of Washington in accordance with state law.

Leave sharing will be permitted in accordance with State law and District policy.

7.1.1 Use of Leave for Illness or Injury

Illness, injury or disability shall be reported at the beginning of any period of leave to the District by the employee or a person acting for him/her.

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities.

In accordance with the Family Care Act, an employee may use leave for illness or injury or vacation to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision; a child eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability; or a spouse, domestic partner, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition.

A licensed health care provider's certificate of illness or injury may be required for approval of leave for illness or injury after two (2) consecutive workdays of absence. The supervisor should make a reasonable effort to communicate the concerns to the employee(s).

A written statement may be requested by the District from a licensed health care provider which verifies the employee's ability to return to work.

Employees absent from work due to illness or injury compensable under the District's self-insured industrial insurance shall be allowed to use their available vacation and/or General leave up to the amount of their earned credit consistent with State workers compensation provisions. Any overpayments shall be returned by the employee.

Employees may elect to combine the time loss benefit with their available vacation and/or General leave payments in accordance with State law.

Employees shall be allowed leave with compensation for illness or injury up to the amount of their earned credits under the following conditions:

a) During an illness or injury which has incapacitated the employee from performing his/her duties.

b) During the infectious period following the exposure of an employee to a contagious disease during which his/her attendance on duty would jeopardize the health of fellow employees or the public.

c) For the purpose of medical, dental, or optical appointments if arranged in advance with the immediate supervisor.

7.1.2 Use of Leave for an Emergency

Emergency Leave shall be designated by the District for it to be used. Should a school or District closure be determined, Employees who are unable to work may take General leave accumulated under this section for the number of days designated eligible by the District. This designation of Emergency Leave does not require any preapproval.

7.1.3 Ceremony Leave

One day of General leave per year shall be granted under this Section for matters directly involving the employee's family. Such leave shall be granted only for the following specified purposes occurring during the workday or requiring workday travel and over which the employee has no control:

a) Marriages

b) Graduation ceremonies

c) Other ceremonies of an exceptional, distinctive nature.

7.1.4 Personal Leave

7.1.4.1 Preapproval:

An employee may take up to three (3) days (equal to the number of hours per day employed) of General leave as Personal Leave, provided said employee has at least three (3) days of accumulated General leave from which the Personal Leave shall be deducted. Personal leave may be granted in increments of two (2) hours, with an understanding that most Personal Leave requests of two (2) hours may not result in substitute coverage for the absence. Preapproval shall be required for the use of Personal Leave except as designated in 7.1.4.2. Requests for Personal Leave shall be submitted to the employee's supervisor no later than ten (10) business days prior to the date of the requested leave.

Personal Leave is intended to be used to address personal business that can only be attended to during normal work hours. Personal Leave is not intended to be used to extend a vacation.

Applications for Personal Leave shall be granted **unless** the leave is taken at any of the following times:

- a) The first five (5) or last five (5) school days of the year.
- b) The day before or after any holiday identified on the calendar.
- c) More than two (2) drivers are absent during a regular school day.

7.1.4.2 Submission After an Absence:

Personal Leave may also be used in the event an employee has personal circumstances that meet the following criteria:

- a) The problem must have been suddenly precipitated; or must be of such a nature that preplanning is not possible or that preplanning could not relieve the necessity for the employee's absence.
- b) The problem cannot be one of minor importance or mere convenience, but must be serious.

Written application for consideration for personal leave will be submitted on the designated form to the Human Resources Department within thirty (30) days of the employee's return from the absence.

The form will require an explanation of the personal situation causing an absence.

The decision regarding whether the leave will be considered as personal leave will be transmitted to the employee within fifteen (15) days of the receipt of the request. During the period prior to a decision being made, no deduction from pay will occur.

7.2 Bereavement Leave

Bereavement Leave is defined as leave for the purpose of mourning the death of a family member or others. Bereavement Leave is intended to be applied in a timely manner related to the death of the individual. The District has established a time frame of thirty (30) days from the time of death to be considered eligible for Bereavement Leave. Bereavement Leave will be granted and paid by the District. Bereavement leave shall be non-cumulative and shall not be deducted from the employee's accumulated General leave.

It is understood that sometimes a memorial service, funeral or other activity may occur later than one month after the death. In such cases, the District may grant the Bereavement Leave, provided there is sufficient documentation to account for the time of the memorial service. Employees who serve as executors to an estate or have other legal considerations may use Personal Leave to take care of affairs of the deceased.

The District may allow up to five (5) days per event of paid bereavement leave for the death of an employee's family member.

The District may allow up to one (1) day per event of paid bereavement leave for the death of an employee's non-family member not to exceed three (3) occurrences per fiscal year.

In situations where serious personal complications occur as a result of bereavement, the employee may be granted an extended leave of absence without pay not to exceed ninety (90) calendar days upon approval of the Superintendent in accordance with Section 7.3 of this Article.

Generally, Bereavement Leave requests shall be granted with an understanding that a request may not automatically result in five (5) days of leave taken as bereavement. Should there be a concern regarding the appropriate use of Bereavement Leave, Human Resources may require specific documentation related to the bereavement request.

7.3 Leave of Absence

Upon recommendation of the immediate supervisor and approval of the Superintendent or designee, leave of absence may be granted to an employee for such things as: (a) family emergency, (b) education, (c) personal business, or (d) medical disability leave.

The District shall state in writing the terms of the leave of absence.

Seniority established at the time of departure on an approved leave of absence shall be restored when the employee returns to work provided such leave did not exceed twelve (12) months, except for (d) medical disability leave, which will be twenty-four (24) months.

When an employee returns from leave of absence not exceeding twelve (12) months, with the exception of item (d) above, the employee shall be reinstated in a position equivalent in duties and wages to that which he/she had at the time his/her request for a leave of absence was approved, if a vacancy exists. If a vacancy does not exist, the employee will be placed on a waiting list subject to recall by seniority for positions for which he/she is qualified.

An employee who fails to return at the end of their approved leave of absence will be considered resigned from the District.

7.4 Civic Responsibility Leave

An employee shall be granted a leave for jury duty or subpoena. There will be no deduction in the employee's compensation for jury duty or subpoena, provided the employee is not the plaintiff or defendant in an action.

7.5 Military Leave

The District shall pay the employee his/her regular salary for the purpose of discharging military reserve obligations as required by State and/or Federal law.

An employee who enlists, is inducted, or recalled to active duty, shall be granted a leave of absence without pay for the period of his/her military service and shall be reinstated to his/her former or comparable position, provided application for such position has been made to the District within ninety (90) days after the expiration of such military service.

7.6 Religious Leave

Employees planning to participate in a religious observance(s) on a scheduled work day shall be granted up to three (3) days leave for this purpose.

The employee shall have the days charged to his/her allocated General leave.

An employee desiring to take leave for religious observance must submit written notification to his/her supervisor at least fifteen (15) days in advance of the leave date(s) requested. Supervisors will forward all notifications of such leave to the Human Resources Department.

7.7 Leave Without Pay

Employees may use Leave Without Pay should no other provisions of General Leave in Article 7 apply. Requests for Leave Without Pay must follow the following steps to be considered for approval:

- a) Application for leave without pay shall be made as far in advance of the requested leave as possible through the employee's principal/supervisor.
- b) The principal/supervisor will acknowledge receipt of the request and submit to the Human Resources Department.
- c) In consultation with the principal/supervisor, the Human Resources Department will review the request, including exploring other leave options that may be available to the employee.
- d) The granting of Leave Without Pay shall be on a case by case basis.

- e) Leave Without Pay requests for the first five (5) or last five (5) school days of the year shall not be granted unless special circumstances or needs of the individual as well as the best interests of the educational program will be considered in making the determination to grant or deny the application. Such leaves will have no effect on seniority or benefit accrual.
- f) The employee shall be notified no later than five (5) business days after receipt by Human Resources whether or not the Leave Without Pay request has been approved.

7.8 Professional Leave

An employee may be allowed leave with pay to attend classes, conferences, seminars, etc., which would enhance the job performance of said employee. Professional leave is district paid and is not deducted from the employee's General Leave. Prior approval must be obtained from the employee's immediate supervisor by completing Prior Approval Forms.

7.9 Leave Exceptions

Unusual or extraordinary circumstances may exist with an individual employee regarding leave requests. In such cases, Human Resources will notify the Union of the situation and will make every effort to mitigate the situation with the employee.

ARTICLE 8 - HEALTH AND WELFARE

8.1 Health Insurance

The Health Care Authority (HCA) shall provide benefits to employees as determined by the School Employee Benefits Board (SEBB). Eligibility for benefits is determined by the estimated annual minimum number of hours an employee works for the District. Beginning January 1, 2020, this minimum threshold is 630 hours per year.

Any employee who has exhausted all illness, injury, or emergency leave benefits and is on a medical leave of absence without pay shall continue to receive the District health insurance contribution until the expiration of his/her current assignment. For purposes of a full-time employee, the phrase "current assignment" under this paragraph means the twelve-month period between September 1 through August 31 of the ensuing calendar year during which the employee would otherwise be regularly scheduled to work if they were not on a medical leave without pay.

8.2 Retirement

Employees covered by this Agreement shall be members of the Public Employees' Retirement System as required by law, unless they are covered by some other state retirement system.

8.3 Industrial Insurance

The District will provide industrial insurance in accordance with state law.

8.4 VEBA

The District and the Service Employees International Union, Local 925 Truck Drivers/Warehouse Personnel will vote annually to participate in the Voluntary Employee Benefit Account (VEBA) for all employees retiring between September 1 and August 31 of each year. The annual vote must take place by December 31 of each year. It shall be the Union's responsibility to take the vote and inform the District of the results in writing by sending the results to Human Resources no later than January 15. Failure to conduct the vote will result in a waiver of the VEBA selection for the applicable year.

The District, in consultation with the Union, will offer voluntary benefit options to employees that are permitted by HCA under SEBB guidelines.

ARTICLE 9 - PERSONNEL FILE AND PUBLIC RECORDS REQUESTS

- 9.1 An employee's personnel file shall contain job assignments, transcripts and other documents pertaining to education/ certification where appropriate, performance evaluations, and such additional communications and records as are related to an individual's employment status with the District.

The employee's personnel files shall be open to his/her inspection at reasonable times upon request.

Notice will be provided an employee when material is placed in or removed from his/her personnel file. The employee will be given an opportunity to attach comments to materials placed in his/her file.

Upon written request of an employee, the District shall remove from that employee's personnel file a written reprimand that is three (3) years old or older as long as said employee has not been disciplined further since the date of the written reprimand. In accordance with WAC 181-88, no information related to substantiated verbal or physical abuse or sexual misconduct may be removed from any employee file.

9.2 Public Records Request Act Notification

PDRA Notification Purpose: Prior to the release of any information regarding union membership pursuant to a public record request received by the District the response to which would reasonably result in releasing personally identifiable information about an employee or employees, the District will notify the Union of the receipt of such request. The District may, if appropriate, notify the potentially affected employee(s) via email or certified mail to the employee's last known address maintained in the Human Resources Department in order to allow the employee an opportunity to seek court intervention to prevent such release. Nothing in this requirement implies or suggests that the District itself has any obligation to seek court relief or prevent the release of such information on behalf of any employee. The employee or Union will have ten (10) business days to seek court intervention to prevent the release of information responsive to the request.

Notice will include:

- A copy of the request;
- A general description of the responsive records;
- The estimated date the District intends to produce the records.

ARTICLE 10 - PERFORMANCE EVALUATION

10.1 Evaluation

Each employee shall have his/her performance evaluated upon completion of the probationary period and annually thereafter. The employee will be allowed three (3) work days to review his/her evaluation prior to giving verbal or written responses.

Each evaluation will concern an employee's work performance, focusing on weakness and strengths, with specific suggestions for improvement including opportunities for professional development where appropriate.

A copy of the written will be placed in the employee's personnel file and a copy will be given to the employee.

10.2 Unsatisfactory Performance

If an employee's performance is deemed to be unsatisfactory at any time, the immediate supervisor shall meet with the employee to discuss performance concerns and address areas of performance where the employee will need to improve.

The supervisor may place the employee on a formal performance improvement plan. The employee shall be informed of the duration of such plan, the areas of performance where the employee shall be required to improve, the performance expectations to be achieved and, if applicable, any district support to be provided to the employee. The supervisor

shall meet periodically with the employee and provide the employee feedback on his/her performance during any performance improvement plan period.

Following the initial notice to the employee of performance concerns and the establishment of a performance improvement plan, an employee may not be terminated for poor job performance unless the employee has been provided feedback regarding continuing performance concerns during the improvement plan.

If the employee does not successfully meet the expectations established in the plan, the employee will be subject to having his/her employment terminated. Nothing in this Article 10 shall be construed to prevent an employee from being discharged or disciplined for misconduct that is unrelated to the satisfactory performance of assigned duties.

10.3 Evaluation Appeal

An employee may appeal an evaluation which has a potentially adverse effect on his/her employment status through the following appeals process:

STEP ONE

Within fourteen (14) calendar days of receipt of an evaluation, the employee, either directly or with the assistance of the Union, will commit such appeal to writing, sign it, and present it to his/her immediate supervisor. The written statement should include (1) the nature of the appeal, (2) the alleged discrepancies in the evaluation, and (3) the recommended corrections to the evaluation.

Within fourteen (14) calendar days after receipt of the written appeal, the supervisor shall communicate his/her written response to the employee.

STEP TWO

If the employee is not satisfied with the resolution at STEP ONE, he/she may, within fourteen (14) calendar days after receipt of the written response, submit his/her appeal to the next level of supervision.

The administrator shall meet with the employee within fourteen (14) calendar days after receiving the appeal. A written decision shall be rendered within thirty (30) calendar days of such meeting. Said decision shall be final and binding on the District and the employee.

The District and the Union may mutually agree in writing to extend the limits at any one of the steps described herein.

ARTICLE 11 - COMPENSATION

11.1 Salary Schedule

Wages for employees subject to this Agreement shall be as set forth within Appendix "A" which by this reference shall be incorporated herein as if set forth in full.

11.1.1 All employees will have their salary paid in twelve (12) equal warrants. Each warrant shall contain one-twelfth (1/12) of the contracted salary.

11.1.2 Employees who have temporary hourly assignments or overtime hours paid following submission of time cards shall receive all compensation owed for such services on the first pay warrant following the date such time cards are submitted on which it is possible to include the compensation in accordance with established payroll cut off dates.

11.1.3 Payroll warrants shall be issued to the employee on the last working day of each month except:

- a) December warrants will be issued prior to the end of the calendar year (December 31).
- b) In no case will the District be required to issue payroll warrants prior to the date scheduled for payment of state apportionment.
- c) However, in no case shall employees be issued the preceding month's payroll warrant later than the first working day of a month.

11.2 Electronic Transfer of Pay Warrants

Within forty-five (45) days after receipt of authorization from an employee, the District shall electronically deposit the employee's monthly pay warrant directly in any bank which is capable of receiving electronically transferred payroll deposits through an automated clearing house.

11.3 Lead Warehouse

11.3.1 The position of Lead Warehouse Driver will be filled through Section 5.2 Position Openings of this Agreement. The Lead Warehouse Driver will receive the lead rate for all hours worked. Any driver filling in for the Lead Warehouse Driver shall be paid at the Lead rate for all hours worked as the Lead.

Should a current bargaining unit employee not be selected for this position, upon request he/she will be provided with the reason(s) for this decision.

This provision is not intended to result in removal of the current Lead Warehouse Driver from this position.

11.3.2 The Lead Warehouse Driver shall not evaluate other bargaining unit employees but can provide the designated District administrator information related to a bargaining unit member's performance. The Lead Warehouse Driver shall not discipline other bargaining unit employees but can provide the designated District administrator information related to any action of an employee that could result in disciplinary action.

11.3.3 Move Coordinator - Any employee assigned by the designated District administrator to a Move Coordinator for a special project will receive the lead rate plus two dollars (\$2.00) per hour for all hours worked on that project.

- a) A special project is defined as:
a school or other major move project caused by facility renovation or other unique moving situations for which the District has not hired or assigned anyone to function as the Move Coordinator.
- b) The Warehouse driver assigned to a Move Coordinator shall keep track of hours and work times of supervised personnel for administrative purposes.
- c) Serving as a Move Coordinator involves regular interaction between the Warehouse Driver and one (1) or more District administrators (excluding the designated District administrator), moving contractors, and/or other District employees.

11.3.4 Selection Process for Nutrition Services Driver and Moving Coordinator

The most senior full-time driver shall be offered the position of Nutrition Services Driver or Move Coordinator should opportunity come available. In the event a full-time driver does not fill the position; the position shall be offered to part-time drivers by seniority. Should the position remain open, the position shall be filled by on-call drivers by seniority.

11.4 Student or Temporary Employee Supervision

Any employee who directly supervises one or more individuals who are student or temporary warehouse employees shall receive an additional dollar (\$1.00) per hour.

11.5 Nutrition Services Driver

Any employee filling in for the nutrition services driver shall be paid an additional one dollar (\$1.00) per hour.

11.6 Safe Driver Bonus

Full-time and part-time employees may be eligible for a bonus based upon safe driving of District vehicles and forklifts. The bonus shall be paid on a prorated basis for FTE and paid two (2) times per year. The bonus amount is \$600 per qualifying period. The fall work period begins on September 1 and ends February 28. The spring work period begins on March 1 and ends on August 31st.

The safe driver bonus shall be reviewed and monitored in Labor Management.

ARTICLE 12 – IN-SERVICE AND SAFETY TRAINING

The District designated supervisor shall be responsible for in-service training conducted for all truck drivers and warehouse employees. The focus of such training will be topics identified by warehouse personnel or management as applicable to the job responsibilities of the employees. Such in-service training may be conducted during the summer, on non-student days during the school year or by scheduled overtime.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.1 Purpose

The purpose of this procedure is to provide a means for the orderly and expeditious adjustment of grievances of employees.

13.2 Definition

A grievance is a claim by an employee and/or the Union that the express terms of this Agreement have been violated or misapplied by the District.

13.3 Procedure

An employee may institute a grievance on his/her own or may request the assistance of the Union. The proper procedure for pursuing adjudication of alleged grievances is as follows:

Informal Step

Prior to filing a grievance at Step One, the grievant shall first meet with his/her supervisor to try to resolve a potential grievance. The employee may ask a union representative to be present at the meeting.

STEP ONE

If the grievance cannot be resolved informally, within thirty (30) calendar days of the time a grievance arises, the grievant will commit the grievance to writing on a Grievance Review Request form, sign it, and submit it to his/her immediate supervisor. This written grievance shall include: 1) the nature of the grievance; 2) the section(s) that allegedly have been violated or misapplied; and 3) the recommended solution to the grievance. A copy of the Grievance Review Request form shall also be sent to the designated Human Resources representative.

Within fourteen (14) calendar days after receipt of the written grievance, the supervisor shall communicate his/her written response to the grievant and the Union.

STEP TWO

If the grievant is not satisfied with the resolution at STEP ONE, he/she may, within fourteen (14) calendar days after receipt of the written response from STEP ONE, submit the grievance to the designated Human Resources representative. The designated Human Resources representative or his/her designee shall meet with the grievant in an effort to resolve the grievance within fourteen (14) calendar days after receipt of the grievance at the second step.

Within fourteen (14) calendar days after the grievance meeting, the grievant or his/her designee shall communicate a written response to the grievant and the Union. At the conclusion of Step Two, either the Union or District may request voluntary mediation in an attempt to resolve the grievance. Both parties must agree to mediation. In the event mediation occurs, the parties agree to suspend the timelines for submission to Step Three should there be no settlement at mediation. The parties will select an agreed upon mediator, which may utilize the Public Employees Relations Commission or another accepted entity. The parties will evenly split the cost of the mediator, if any and bear their own costs and expenses for mediation. Should the parties reach an agreed upon mediated settlement, the grievance shall be considered resolved.

STEP THREE

If the grievance is not satisfactorily resolved at STEP TWO, the Union may, within fourteen (14) calendar days after receipt of the written response in STEP TWO or failure to reach a mediated resolution, the Union may submit the grievance to the American Arbitration Association for arbitration under their voluntary labor arbitration rules and within the following guidelines.

- a. The arbitrator shall limit his/her decision strictly to disputes involving the application or interpretation of the express terms of this Agreement. The

arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement.

- b. The arbitrator's decision shall be final and binding on the Union, the employees involved, and the District.
- c. The fees and expenses of the arbitrator shall be shared equally by the District and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

13.4 Time Limits

The number of days within each step is the maximum, and every effort shall be made to expedite the process. Failure on the part of the District to act within the time limits will move the grievance to the next step automatically. Failure of the grievant or the Union to comply with any time limits specified in this procedure shall constitute withdrawal of the grievance. The District and the Union may mutually agree in writing to extend the time limits at any one of the steps.

ARTICLE 14 - AFFIRMATIVE ACTION

It has been and continues to be the policy of the District to provide equal employment opportunity to all applicants and employees without regard to race, color, religion, national origin, disability, age, sexual orientation, marital status, or sex. This policy is intended not only to assure compliance with applicable federal and state laws and regulations concerning affirmative action and equal employment opportunity, but to actively promote equal employment opportunities toward the end of enhancing the educational program of the District.

It is the intent of this policy that efforts be made to identify and eliminate any evidence of existing discriminatory practice, and further, that efforts be made to prevent future discrimination.

ARTICLE 15 - LIABILITY INSURANCE

The District shall provide insurance coverage protecting an employee against any claim for injury to person(s) or damage to any property, other than school property, arising out of his/her employment.

Protection shall be provided to an employee in the event that a claim is made for such things as driving the District's vehicles (including driver training cars), detention, malicious prosecution, libel, slander and other so-called personal rights. Such coverage shall be applicable up to a total limit of five million dollars (\$5,000,000) for any one occurrence; provided, however, an exception to this would be while the employee is using the employee's own automobile, or some

other automobile not owned by the District in connection with his/her employment. In this case, coverage thus extended would provide employees covered under this Agreement with the same protection as provided for the District as a whole, its Superintendent, administrators, and the Board of Directors.

ARTICLE 16 - SUBCONTRACTING

The Union recognizes that subcontracting out District warehouse operations (receiving, storing, issuing and shipping supplies, material and equipment at the main district warehouse), and the use of District trucks for deliveries of supplies/equipment and materials directly from the warehouse to District destinations and intra-District transfers/pick up of centrally managed, surplus and other equipment/material/supplies to District and non-District destinations (if requested from a District customer and/or approved or directed by management) are subject to the provisions of RCW 28A.400.285.

Therefore, when the District is considering contracting out work performed by bargaining unit members, the District agrees to notify the Union and to follow the process set forth in RCW 28A.400.285 and the related regulations of the Office of the Superintendent of Public Instruction. This includes the conduct of a feasibility study to be developed in consultation with the Union prior to any decision being made.

If the District should transfer, subcontract, or otherwise change the operation of the delivery and warehouse service such that it is operated by any other party, the District will make a reasonable effort to have the transferee or subcontractor offer employment to employees displaced by this transaction.

Management has the inherit right to determine when, where, how and what supplies/equipment/material will be procured, delivered, stored and disposed of for District use and purposes.

Notwithstanding unforeseen adverse financial impacts from legislative action or levy failure, it is not the intention of the District to reduce the number of full-time warehouse personnel for the duration of this agreement.

ARTICLE 17 - UNSAFE VEHICLES

An employee will not be required to drive any vehicle which is not in a safe operating condition. In the event the employee should discover a vehicle to be defective, he/she must immediately notify his/her supervisor in writing.

The employee will be notified in writing that the reported defective conditions have been examined and determined to be in safe condition.

The supervisor or his/her designee shall have the final authority to determine whether a vehicle may be safely operated.

ARTICLE 18 - SAFETY REVIEW COMMITTEE

The District shall recognize a Safety Review Committee which shall be comprised of an established number of members appointed by the Union and the District. The purpose of the Safety Review Committee shall be to make recommendations to the District for providing safe working conditions throughout the District.

Recommendations by the Safety Review Committee shall be utilized in the formulation of work rules pertaining to safety.

ARTICLE 19 - ENTIRE AGREEMENT

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals to any matter deemed a proper subject of collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, the Union unqualifiedly and specifically waives the right, and agrees that the District shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge of the parties at the time of execution hereof. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term.

ARTICLE 20 - CONDITIONS OF THE AGREEMENT

20.1 Severability

In the event that any provisions of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all provisions not declared invalid shall remain in full force and effect.

20.2 Duration

This 2019-2022 Agreement and its attached Memorandum of Understanding shall be in full force and effect from September 1, 2019 through August 31, 2022. This beginning effective date applies to all provisions of this Agreement except where the express terms of a specific provision of this Agreement provide otherwise.

20.3 Modification

- 21.3.1 This Agreement may be modified only with the written consent of both parties.
- 21.3.2 For the 2019 - 2020 school year there is a 7.5% wage increase on the base driver pay. For the 2020-2021 school year there is a 2% wage increase or the implicit price deflator (IPD), whichever is greater. For the 2021 -2022 school year, there is a 2% wage increase or IPD, whichever is greater. Should the Legislature use a different method other than IPD for determining increases, the Union and District will accept said changes. Longevity is established for year twenty (20). In addition, longevity will be built in the salary schedule (Appendix A). The parties agree to reopen negotiations should there be legislative action that impacts the funding for the District.

The parties have executed this Agreement this September ____, 2019.

SIGNATORIES:

FOR BELLEVUE SCHOOL DISTRICT

**FOR SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 925
(Truck Drivers/Warehouse Personnel)**

Jeffrey Thomas

Aaron Horton

Melissa deVita

Sean Grady

Connie Soga

Tim Parker

APPENDIX A

**BELLEVUE SCHOOL DISTRICT NO. 405
WAREHOUSE PERSONNEL
September 1, 2019 - August 31, 2020**

7.5% Salary Increase Includes Market

JOB CLASSIFICATION	PROBATION	YEAR 0-4	YEAR 5-9	YEAR 10-14	YEAR 15-19	YEAR 20+
Truck Driver	\$26.25	\$29.25	\$29.75	\$30.25	\$30.75	\$31.25
Nutrition Services Truck Driver	\$27.25	\$30.25	\$30.75	\$31.25	\$31.75	\$32.25
Lead Warehouse Driver	\$29.25	\$32.25	\$32.75	\$33.25	\$33.75	\$34.25

APPENDIX B

WAREHOUSE PERSONNEL			
Leave type	To be used:	Form:	Is there a Balance in Employee online?
Sick/Injury leave	<ul style="list-style-type: none"> • In absence resulting from an employee's mental or physical illness, injury, or health condition • To accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition • To accommodate and employee's need for preventative medical care • To allow the employee to provide for a family member with a mental or physical illness, injury, or health condition • For the care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition • To care for a family member who needs preventative medical care • For any absence that qualifies for leave under the domestic violence leave act <p>Emergency Leave shall be designated by the District for it to be used. Should a school or District closure be determined, Employees who are unable to work may take General leave accumulated under this section for the number of days designated eligible by the District.</p> <ul style="list-style-type: none"> • You may take up to 3 days (equal to the number of hours per day employed) • Personal leave may be granted in increments of 2 hours, up to a maximum of an employee's regular work day (can be used in an emergency situation) • Preapproved Personal leave cannot be taken during the blackout dates* • Personal leave may be used for personal emergencies where blackout dates and preapprovals do not apply. 	Not required but documentation may be requested	YES
Emergency Leave	<ul style="list-style-type: none"> • You may take up to 3 days (equal to the number of hours per day employed) • Personal leave may be granted in increments of 2 hours, up to a maximum of an employee's regular work day (can be used in an emergency situation) • Preapproved Personal leave cannot be taken during the blackout dates* • Personal leave may be used for personal emergencies where blackout dates and preapprovals do not apply. 	None	NO
Personal Leave	<ul style="list-style-type: none"> • Up to five (5) days available can be taken in the case of the death of a family member. Any portion of the day counts as 1 of the 5 days. • Up to one (1) day available can be taken in case of the death of an employee's non-family member not to exceed three (3) days per year. Leave must be taken within 30 days from the time of death • To attend classes, conferences, seminars that will enhance the job performance of the employee. Prior approval must be obtained from the supervisor by completing a prior approval form • Any employee may request child care leave without pay for up to 1 year for the purpose of giving birth to a child, legally adopting a child or caring for an infant or medically ill dependent child • A copy of the orders or summons is needed (jury duty or witness) • The District shall pay the employee his/her regular salary for the purpose of discharging military reserve obligations as required by State and or Federal law. Military leave, employee shall be reinstated to his/her former or comparable position, provided application for such position has been made to the district within ninety (90) days after the expiration of such military service • Applications for leave without pay will be made as early as possible to the employee's supervisor who will make a recommendation to human resources • Granting leave without pay is not guaranteed, so employees should not make plans prior to approval • No requests for leave without pay will be approved in advance of five (5) working days for the month of September and the last two weeks of a school year 	Preapproved by supervisor 10 days prior	NO
Bereavement leave	<ul style="list-style-type: none"> • Up to five (5) days available can be taken in the case of the death of a family member. Any portion of the day counts as 1 of the 5 days. • Up to one (1) day available can be taken in case of the death of an employee's non-family member not to exceed three (3) days per year. Leave must be taken within 30 days from the time of death • To attend classes, conferences, seminars that will enhance the job performance of the employee. Prior approval must be obtained from the supervisor by completing a prior approval form • Any employee may request child care leave without pay for up to 1 year for the purpose of giving birth to a child, legally adopting a child or caring for an infant or medically ill dependent child • A copy of the orders or summons is needed (jury duty or witness) • The District shall pay the employee his/her regular salary for the purpose of discharging military reserve obligations as required by State and or Federal law. Military leave, employee shall be reinstated to his/her former or comparable position, provided application for such position has been made to the district within ninety (90) days after the expiration of such military service • Applications for leave without pay will be made as early as possible to the employee's supervisor who will make a recommendation to human resources • Granting leave without pay is not guaranteed, so employees should not make plans prior to approval • No requests for leave without pay will be approved in advance of five (5) working days for the month of September and the last two weeks of a school year 	Required by supervisor and documentation may be requested	NO
Professional leave	<ul style="list-style-type: none"> • To attend classes, conferences, seminars that will enhance the job performance of the employee. Prior approval must be obtained from the supervisor by completing a prior approval form • Any employee may request child care leave without pay for up to 1 year for the purpose of giving birth to a child, legally adopting a child or caring for an infant or medically ill dependent child • A copy of the orders or summons is needed (jury duty or witness) • The District shall pay the employee his/her regular salary for the purpose of discharging military reserve obligations as required by State and or Federal law. Military leave, employee shall be reinstated to his/her former or comparable position, provided application for such position has been made to the district within ninety (90) days after the expiration of such military service • Applications for leave without pay will be made as early as possible to the employee's supervisor who will make a recommendation to human resources • Granting leave without pay is not guaranteed, so employees should not make plans prior to approval • No requests for leave without pay will be approved in advance of five (5) working days for the month of September and the last two weeks of a school year 	Prior approval form	NO
Child Care Leave	<ul style="list-style-type: none"> • Any employee may request child care leave without pay for up to 1 year for the purpose of giving birth to a child, legally adopting a child or caring for an infant or medically ill dependent child • A copy of the orders or summons is needed (jury duty or witness) • The District shall pay the employee his/her regular salary for the purpose of discharging military reserve obligations as required by State and or Federal law. Military leave, employee shall be reinstated to his/her former or comparable position, provided application for such position has been made to the district within ninety (90) days after the expiration of such military service • Applications for leave without pay will be made as early as possible to the employee's supervisor who will make a recommendation to human resources • Granting leave without pay is not guaranteed, so employees should not make plans prior to approval • No requests for leave without pay will be approved in advance of five (5) working days for the month of September and the last two weeks of a school year 	Required by supervisor and HR	NO
Military and Civic Responsibility	<ul style="list-style-type: none"> • The District shall pay the employee his/her regular salary for the purpose of discharging military reserve obligations as required by State and or Federal law. Military leave, employee shall be reinstated to his/her former or comparable position, provided application for such position has been made to the district within ninety (90) days after the expiration of such military service • Applications for leave without pay will be made as early as possible to the employee's supervisor who will make a recommendation to human resources • Granting leave without pay is not guaranteed, so employees should not make plans prior to approval • No requests for leave without pay will be approved in advance of five (5) working days for the month of September and the last two weeks of a school year 	Required by supervisor and HR + attachment	NO
Leave without pay	<ul style="list-style-type: none"> • Applications for leave without pay will be made as early as possible to the employee's supervisor who will make a recommendation to human resources • Granting leave without pay is not guaranteed, so employees should not make plans prior to approval • No requests for leave without pay will be approved in advance of five (5) working days for the month of September and the last two weeks of a school year 	Required by supervisor and HR+ details needed	NO
Ceremony	<ul style="list-style-type: none"> • One day for marriages, graduation ceremonies, other ceremonies as exceptional, distinctive nature. 	Required by supervisor and HR+ details needed	NO
Religious	<ul style="list-style-type: none"> • Participating in religious observance(s) on a scheduled work day shall be granted for up to 3 (three) days leave 	Required by supervisor 15 days in advance	NO
Vacation	<ul style="list-style-type: none"> • Vacations will be granted, in so far as possible, in accordance with employee preference and seniority. If two or more employees request the same vacation period, the senior employee will be given preference, provided it was requested 60 days in advance • * first 5 and last 5 days school days of the year; the day before or after any holiday identified on the calendar, more than 2 drivers are absent on a regular day 	Required by supervisor	YES
		Required by supervisor	YES
		Required by supervisor	N/A

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BELLEVUE SCHOOL DISTRICT, NO. 405
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL #925
Alcohol and Controlled Substances Testing**

The District and the Union agree that the District has an obligation to implement the rules and regulations of the Federal Omnibus Transportation Employee Testing Act of 1991 mandating alcohol and controlled substances testing for employees required to hold a commercial driver's license. District Procedure 5202 will govern this obligation. The District will provide the Union with notice of any proposed changes in this procedure and the opportunity to negotiate regarding those changes to the extent required by RCW 41.56. If the statutory requirement to test employees is removed or modified, the parties shall meet at the earliest possible time with the intention of negotiating the affected portions of the procedure.