



SEPTEMBER 1, 2020 - AUGUST 31, 2023

AGREEMENT

BETWEEN

THE BELLEVUE SCHOOL DISTRICT, NO. 405

AND

THE MAINTENANCE EMPLOYEES ASSOCIATION

October 2020

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AGREEMENT BETWEEN
BELLEVUE SCHOOL DISTRICT, NO. 405
and
MAINTENANCE EMPLOYEES ASSOCIATION
(MAINTENANCE)

This Agreement by and between BELLEVUE SCHOOL DISTRICT, NO. 405, (hereinafter called the “District”) and MAINTENANCE EMPLOYEES ASSOCIATION (hereinafter called the “Association”) is for governing their labor relations relative to wages, hours and working conditions for all maintenance employees employed by the Bellevue School District.

ARTICLE 1 - ASSOCIATION RIGHTS

1.1 **Recognition**

The District agrees to recognize the Association as the sole collective bargaining agent for those full-time and part-time employees employed in the maintenance and grounds services.

1.1.1 **Membership**

MEA 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 MEA 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 organization, MEA. To that end, all bargaining unit employees shall have the option of joining and maintaining membership in the MEA upon employment with the District in a bargaining unit.

1.1.2 **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 MEA constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing such conditions have been met, MEA shall inform the District of such employee’s non-member status consistent with the notification section of this Agreement.

1.1.3 **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.

- 1.1.4 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 MEA 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.

1.2 Building Access

The authorized representatives of the Association 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.

1.3 Association Activity

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

Effective upon ratification of the contract between the parties, MEA officers shall be allowed to use up to eight (8) hours per year of released time to assist in processing and/or resolving grievances during regular work hours provided such released time is approved by the supervisor.

1.4 Bulletin Boards

The District will make available suitable bulletin board space for the use of the Association for posting notices of its meetings, elections, recreational and social affairs, reports of Association committees, and rulings and policies of the Association. 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.

1.5 Dues Deduction

Upon receipt of a written authorization individually signed 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 Association and shall transmit the same to the Association each month. Dues deduction authorization by the employee shall be on a form approved by the parties of this Agreement.

The Association will indemnify, defend and hold the District harmless against any claims made and any suit instituted against the District on account of any checkoff of Association dues. The Association agrees to refund the District any amounts paid to it in error on account of the checkoff provisions upon presentation of proper evidence thereof.

1.6 Distribution Agreement

This entire agreement in complete form will be reprinted and distributed by the District to all employees in the bargaining unit and to all new hires.

1.7 No Strike Provision

The MEA and the employees will not call for, condone, advocate, cause or participate in any strikes, slowdowns, sick-outs and other work stoppages. No employee shall refuse, except for reasons of personal safety, to cross a picket line established by any labor or employee organization when such refusal would cause said employee to be absent from his/her work assignment. The District will not engage in any lockout except when the health, safety, and/or welfare of District students or District operations are at risk.

ARTICLE 2 - MANAGEMENT RIGHTS

The Association 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 Association 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.

ARTICLE 3 - CONDITIONS OF EMPLOYMENT

3.1 Definition of Employees

Employees: For the purpose of this Agreement, “Employees” shall mean those maintenance and grounds personnel employed by the District and represented by the Association.

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

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

Temporary Employees: Persons who are hired 1) to work as needed during the summer months, 2) to cover workload fluctuations, emergency situations or employee absences, and 3) to work an assignment of limited time duration. Temporary employees are employees hired into temporary vacancies that are not identified as summer help.

3.2 Probationary Period

A new employee shall be subject to a ninety (90) work day probationary period commencing with his/her first (1st) compensated day of employment. 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 this probationary period shall not be subject to the grievance procedure.

At the discretion of the employee’s supervisor and based on performance concerns, the supervisor may extend an employee’s probationary period for up to an additional 60 working days. This extension may only be exercised once per employee and must be done in writing with a copy provided to the Association. Discharge of an employee during this extended probationary period shall not be subject to the grievance procedure.

3.3 Work Week

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 ½) hour period for a total of 40 hours. Upon mutual agreement between MEA and the District, alternate work schedules may comprise the work week, such as four (4) workdays consisting of ten (10) 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.

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 FSLA, a workweek is a seven (7) consecutive day period designated by the employer consisting of twenty-four hours each day. The District's seven-day period begins at 12:01 am, Monday and runs through 11:59 pm, Sunday.

3.4 Rest Periods

Employees shall receive a fifteen (15) minute rest period within each four (4) hour work period.

3.5 Meal Period

A thirty (30) minute meal period will be provided on the employee's time during each shift. An employee may combine the two 15 minute rest period breaks with the 30 minute meal period breaks to equal one (1) hour total meal period break.

3.6 Overtime

All scheduled time worked in excess of forty (40) hours in any one work week shall be paid at the rate of one and one-half times an employee's regular hourly rate of pay. In addition, any day after eight (8) hours worked shall constitute overtime, which shall be paid at the rate of one and one-half times an employee's regular hourly rate of pay. If an employee works an alternate work day, such as a four (4) day ten (10) hour workday, the employee would be paid at the rate of one and one-half times an employee's regular hourly rate of pay for any time worked beyond ten (10) hours on that particular day. Paid vacation, compensatory and holiday time off shall be considered time worked for purposes of computing overtime; provided, however, paid sick leave and other paid time off shall not be considered time worked for purposes of computing overtime.

Time spent in training or taking classes shall be considered as time worked for the purpose of computing overtime if all of the following conditions are met: 1) attendance occurs outside of the employee's regular working hours; 2) attendance is mandatory; 3) the course, lecture or meeting is directly related to the employee's job; and 4) the employee performs productive work during such attendance.

To the extent possible, overtime will be offered on an equitable basis. Employees must have the skills required to complete said overtime.

3.7 Emergency Callback

An employee who has completed his/her shift, has left the work site, and is then called back to work, will be paid a minimum of four (4) hours at one and one-half times the employee’s regular hourly rate of pay.

Saturday or Sunday emergency callback will be for a minimum of four (4) hours. All hours will be paid at one and one-half times the employee’s regular hourly rate of pay. Any hours worked beyond four (4) hours, will be paid at double time the employee’s regular hourly rate of pay.

Holiday emergency callback will be for a minimum of four (4) hours. All hours will be paid at one and one-half times the employee’s regular pay, (in addition to the paid holiday pay at the regular rate). Any hours worked beyond four (4) hours will be paid at double time the employee’s regular hourly rate of pay, (in addition to the paid holiday pay at the regular rate).

If an employee is called back but is able to address the issue remotely, (s)he will be paid a minimum of one hour at one and one-half times the employee’s regular hourly rate of pay.

Sample

Day Worked		Regular Rate	Time and a Half	Time and a Half Plus Holiday
Up to 4 hours	Paid Holiday	\$37.66	\$56.49	\$94.15
	Saturday	N/A	\$56.49	N/A
	Sunday	N/A	\$56.49	N/A
Day Worked		Regular Rate	Two Times	Two Times Plus Holiday
Beyond 4 hours	Paid Holiday	\$37.66	\$75.32	\$112.98
	Saturday	N/A	\$75.32	N/A
	Sunday	N/A	\$75.32	N/A

3.8 Rehires

Rehires shall be treated as new employees, and longevity and benefit accrual shall commence on the effective date of re-employment.

3.9 Non-Discrimination

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.

3.10 Labor/Management Committee

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

There is hereby established a Labor Management Committee consisting of not more than four (4) Association members selected by the Association and a like number selected by the District. The Committee will meet at least four (4) times per year. Either party can request additional meetings if needed. Meetings will be held during normal working hours. A minimum of five (5) working days before a scheduled meeting, Human Resources will request agenda items from those who will be attending the meeting. The agenda will be published at least three (3) working days prior to the meeting.

The agenda for these Committee meetings will be limited to items that are of a group, rather than individual interest or concern. 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 Association negotiation teams to amend or modify the terms of this Agreement.

ARTICLE 4 - CHANGE OF STATUS

4.1 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.

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; leaving the bargaining unit to accept a position with the District outside the bargaining unit; failure of an employee to return to work upon recall from an indefinite layoff within five calendar days after receipt of written notice from the District at his/her last known address appearing on the District's records.

Seniority does not apply to employees who retire from the District and are rehired as a "retiree rehire." These employees work on a yearly basis and should not have any expectations about continued employment with the District.

4.2 Job Openings

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 Office in accordance with the specifications on the advertisement.

4.3 Filling Job 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 positions. 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.

4.4 Job Descriptions

The District shall provide a current job description for each position covered under this Agreement to the Association. When a job description is revised by the District, a copy will be sent to the Association within five (5) working days. Upon the written request of the Association within ten (10) calendar days thereafter, the District will schedule a meeting with the Association to discuss the revised job description.

4.4.1 The District will review the job descriptions for the grounds crew to ensure that the language encompasses the duties of the position, including, but not limited to caring for new athletic fields with artificial turf. The District will also ensure that all grounds crew members are appropriately trained and to work on such fields. The job description will be reevaluated and if necessary, changed to fit the new duties. Additional compensation will be negotiated in accordance with Article 9.1, paragraph three.

4.5 Layoff Procedure

For purposes for this agreement, the term classification shall be defined as a position in the bargaining unit, selection of which employees in a classification shall be laid off will be in inverse order of their seniority. Those with the lowest seniority will be selected first.

Before any outside applicants are considered for any position, an employee selected for layoff may displace a less senior employee who is in a position for which the senior employee is qualified in another classification in the same salary range or a lower salary range. To be considered for a position, the employee must successfully complete the required application process and demonstrate applicable skills as determined by a hiring committee which shall have at least one MEA appointed member. An employee selected for layoff must notify management of his or her intent to be considered for another position within 72 hours of receiving his or her notification of layoff.

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.

Employees who are laid off shall be placed in a recall pool. Employees who are laid off may remain in the recall pool for up to two (2) years. Qualified employees from the recall pool will be selected to fill open positions by seniority prior to hiring new employees.

Any employee in the recall pool who fails to respond to a recall notice within a calendar week or who declines an assignment shall lose recall rights with the District and the District shall have no obligation to rehire the person.

The District will provide the Union with as much advance notice as possible of any layoffs, with a minimum of fourteen (14) days (2 weeks). Notice will include rationale for proposed layoffs in conjunction with Article 14, if applicable.

4.6 Voluntary Termination

Each employee shall give the District at least two (2) weeks' notice of his/her intention to terminate. If an employee is absent for three (3) consecutive days 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 Chief Human Resources Officer or his/her designee, there were extenuating circumstances which made it impossible to notify the District as to the reason for the absence.

ARTICLE 5 – CORRECTIVE ACTION,
DISCIPLINE AND DISCHARGE OF EMPLOYEES

- 5.1 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 5 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. An employee may bring union representation to any meeting that may be viewed as investigatory or having a direct or indirect impact on potential discipline.

- 5.2 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?
- 5.3 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.

An employee may receive informal counseling as a method of sharing information or concerns with an employee that is not intended to be related to discipline.

5.3.1 Corrective action shall consist of the following steps.

1. 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.

5.3.2 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.

5.3.3 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.

5.4 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.

ARTICLE 6 - HOLIDAYS AND VACATIONS

6.1 Holidays

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

September

Labor Day

January

New Year's Day

Day before or after New Year's Day

Martin Luther King, Jr.'s Birthday

November

Veteran's Day

Thanksgiving Day

Day following Thanksgiving

February

President's Day

May

Memorial Day

December

Christmas Day

Day before or after Christmas Day

July

Independence Day

- a) The District shall designate whether the day before or after Christmas and New Year's Day shall be the paid holiday.
- b) Employees who work on a designated holiday shall be paid for the hours worked on such holiday at one and one-half (1 1/2) times their regular rate of pay per hour in addition to the holiday pay.
- c) Employees covered by this agreement shall have a work calendar published annually.

6.2 Vacations

Each year, all full-time employees, upon their respective anniversary dates of employment and the following number of years employment, shall be eligible to receive a corresponding number of workdays off while receiving their normal compensation:

- a) One to five (1-5) years of continuous employment, fourteen (14) days of annual vacation shall be authorized. Vacation will accrue at the rate of 1.17 days per month.

- b) After five years (60 months) of continuous employment, seventeen (17) days of annual vacation shall be authorized. Vacation 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 annual vacation shall be authorized. Vacation 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 annual vacation shall be authorized. Vacation will accrue at the rate of 2.17 days per month.
- e) After 20 years (240 months) of continuous employment, thirty (30) days of annual vacation shall be authorized. Vacation will accrue at the rate of 2.5 days per month.

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

All vacation requests must be submitted no later than two (2) workdays prior to the time being requested. The supervisor shall have the discretion to consider any vacation request submitted. Vacations will be scheduled at such times as the supervisor finds most suitable after considering the wishes of the employee and the requirements of the department.

Probationary employees may take annual vacation at the discretion of the supervisor.

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

An employee may have accrued no more than three hundred fifty two (352) hours by the payroll cutoff date for the 31 August payroll; however, only two hundred forty (240) hours may be cashed out when terminating or retiring.

- 6.2.1 Annually, each employee may cash out one (1) day of vacation paid at per diem. All requests for cashing out days must be submitted to payroll no later than June 15 of each year.

6.3 Attendance Incentive

- 6.3.1 For the duration of this contract, employees in any single year who have used 0-8 hours of sick leave will receive 48 bonus hours of vacation. Those using 9-24 hours of sick leave will receive 40 bonus hours of vacation and those using 25-40 hours of sick leave will receive 32 bonus hours of vacation. Those employees using 41-56 hours of sick leave will receive 16 bonus hours of vacation. For the purpose of the attendance incentive, personal leave will not be counted as a sick leave absence.

- 6.3.1.1 New employees who work six months or more in a single year, successfully complete the probationary period, and are employed with the District through August 31 of the contract year will be eligible for this attendance incentive. Eligible employees will receive vacation hours on a pro-rated basis.
- 6.3.2 When an employee is absent for more than three consecutive days, the days beyond three will not be counted for the purpose of determining the total number of absences.
- 6.3.3 The sick leave report will be posted monthly. For the purposes of calculating employees' sick leave usage, the Personnel Leave Report dated 31 August of each contract year will be used. The District will provide MEA with a copy of the Sick Leave Incentive Report that will incorporate the sick leave incentive calculations for employees in the bargaining unit no later than October 15 of each year. Industrial injuries and emergency leaves will not be included as part of sick leave usage.
- 6.3.4 Employees using more than 7 days of sick leave may be counseled by someone from the management team. An employee's absenteeism problem will be addressed on the employee's evaluation form.
- 6.3.5 When employees call in sick they may be asked to go to a physician selected by the District for verification of sickness. The cost of such examination shall be paid by the District.

ARTICLE 7 - LEAVES

7.1 Illness, Injury, or Emergency Leave

Full-time employees shall accumulate one (1) day of leave per each month of their assignment to be used for illness, injury, or emergencies.

Part-time employees shall accumulate one (1) hour leave per every twenty-two (22) hours paid up to a maximum of eight (8) hours of leave credit per month to be used for illness, injury, or emergencies.

Illness, injury, or emergency leave credits shall be cumulative from year to year.

Employees will be compensated for unused sick leave in accordance with applicable law (WAC 392-136-015).

7.1.1 Use of Leave for Illness or Injury

Illness 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.

A physician's certificate of illness or injury may be required for approval of leave for illness or injury after four (4) consecutive workdays of absence. In the event the District has reason to believe an absent employee is not ill or injured, a physician's statement may be required for any absence. A written statement may be requested also from a regularly licensed physician which indicates the last day of physical disability.

Employees suffering illness or injury compensable under the District's self-insured industrial insurance program shall be allowed to use illness, injury, or emergency leave to the amount of their earned credit less any industrial insurance payments for which they are eligible. Illness, injury, or emergency leave charged to the employee shall be proportionate to that portion of the employee's salary paid by the leave. The combined insurance and leave payments shall not total more than the employee's usual base pay. Any overpayments shall be returned to the District by the employee.

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.

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.

7.1.2 Use of Leave for an Emergency

Employees who are unable to work because of emergency may take leave up to the number of days of sick leave accumulated by the employee. The reason for such leave may include the following: family illness or hospitalization, accidents that prevent the employee from reporting to work, serious damage to personal property.

1. Leave may be used for emergency by an employee under the following conditions:
 - a. The problem must have been suddenly precipitated and must be of such 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.

Leave for emergency may be used up to the amount of leave accumulated by the employee so long as conditions a. and b. above exist.

2. The District agrees to work with employees to accommodate their exercise of religion consistent with the law. Emergency leave may be used to accommodate time off.
3. Leave under this section may be used for attendance at the funeral of a relative not covered under Section 6.2 below, or the attendance at a funeral of a close personal friend.
4. Employees will be allowed up to two (2) days per year of personal leave. This leave will come from the employee's sick leave. This leave may be used for personal matters that may include legal or business matters that cannot be attended to during a weekend or holiday.

Written application for consideration for emergency leave shall be by using the form made available in the schools and departments and submitting such form to the Human Resources Office within ten (10) days of the absence. The decision regarding whether the leave will be considered as emergency leave shall 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 shall occur.

7.2 Bereavement Leave

Leave for the purpose of bereavement is available to employees as follows:

Up to five (5) days of District paid bereavement leave will be allowed in the case of a death of any relative residing in the employee's household and/or a member of the immediate family.

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

In situations where serious personal problems 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 6.4 of this Article.

Bereavement leave shall be non-accumulative and shall not be deducted from the employee's accumulated injury, illness, or emergency leave.

7.3 Judicial Leave

An employee shall be granted a leave of absence for jury duty or to serve as a witness at trials and shall be paid his/her regular salary, less any compensation received for his/her services but excluding transportation or any other regularly accepted per diem expense; provided the employee is not the plaintiff or defendant in the action.

7.4 Military Leave with Pay

A full-time employee shall be entitled to military leave of absence without loss of pay for the purpose of discharging reserve obligations in the Army, Air, Marine, or Naval Reserve Forces of the United States or for active duty in the Washington National Guard for annual field training exercises when called or ordered. Such leave shall not exceed fifteen (15) days of paid leave each calendar year as provided by statute. The District shall pay the employee's regular salary.

7.5 Military Leave Without Pay

A full-time employee who enlists, is inducted, or recalled to active duty shall be granted military leave of absence without pay for the period of his/her military service in the armed forces of the United States and, upon application to the Human Resources Office within ninety (90) days after expiration of such period of military service, be reinstated to his/her former or like position. Credit for longevity prior to departure for military service shall be restored, provided that the veteran separated from the armed forces under honorable or general conditions and is still qualified to perform the duties of his/her former position or one of similar scope and complexity.

7.6 Leave of Absence

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

Any leave without pay anticipated to last longer than twenty (20) calendar days would be treated as a leave of absence.

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

Seniority and leave credits established at the time of departure on an approved leave of absence shall be restored when the employee returns to work. Seniority will not accrue while on leave of absence.

When an employee returns, the employee shall be reinstated in a position equivalent in duties and salary to that which he/she held 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 to positions for which he/she is qualified.

7.7 Unpaid Leave

Any leave without pay for less than twenty (20) calendar days may be granted on a case-by-case basis by the supervisor or his or her designee, taking into consideration the needs of the employees and the District. Such leaves will have no effect on seniority.

7.8 Shared Leave

The Bellevue School District allows the operation of a shared leave program which permits employees to donate annual (vacation) or sick leave to another employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. This program shall be implemented consistent with the District's policy and procedures on Shared Leave.

An employee may apply for shared leave under the following conditions:

1. The employee has exhausted all sick leave, annual leave and other sources of compensation, and meets all eligibility requirements set forth in the District's policy and procedures on shared leave.
2. An application form is completed by the employee and submitted to the Chief Human Resources Officer or his/her designee for review. If an employee meets the eligibility criteria, the application shall be approved.

7.9 Transport of Injured Employee

An employee may transport an injured employee to receive medical treatment for a non-life threatening injury without loss of pay or leave. If there is any doubt about the severity of an employee's injury, employees are to call 911 rather than attempting to transport the injured employee.

The non-injured employee should make a reasonable effort to contact the Manager before transporting the injured employee. Once the non-injured employee has transported the injured employee to a medical facility, the non-injured employee will return to work as soon as possible. Upon return to work the non-injured employee will contact the Manager to determine next steps.

ARTICLE 8 - HEALTH AND WELFARE

The employees in the Maintenance Employees Association bargaining unit will participate in the School Employees Benefits Board (SEBB) insurance plan for medical, dental, life, and disability coverage as set forth in RCW 41.05.

An employee who has exhausted all illness, injury, or emergency leave benefits and is on a medical leave of absence without pay shall continue eligibility with SEBB benefits until the expiration of his or her current assignment. Should the employee have additional employee deductions beyond the basic district coverage, the employee would be responsible for these deductions.

ARTICLE 9 – COMPENSATION AND WORKING CONDITIONS

9.1 Salary and Payroll Practices

- A. For the 2020-2021 year, base wages shall increase 1.6%, the amount of the Implicit Price Deflator. In addition, the District shall create a longevity step on the salary schedule for all employees who have completed five (5) years of service by Sept. 1, 2020. For 2021-2022, a second longevity step shall be created for all employees who have completed ten (10) years of service by Sept. 1, 2021. For 2022-2023, a third longevity step shall be created for all employees who have completed fifteen (15) years of service by Sept. 1, 2022. Wages are reflected in Appendix A of this Agreement.
- B. In lieu of compensation, the parties agree to award compensation time (Comp Time) at the employee's regular rate as follows:
 - a. Effective Sept. 1, 2020, ten (10) days of Comp Time to be accrued at the rate of .8333 days per month.

- b. Effective Sept. 1, 2021, twelve (12) days of Comp Time to be accrued at the rate of 1 day per month, unless, through the reopener process, MEA and the District agree to compensation that brings the District at least to 50% of the gap between 2020-2021 wages and the market average of the comparison districts. Should compensation reach 50% or above, Comp Time shall be prorated. Example, salaries reach 50%, Comp Time will be accrued at 50%, equal to six (6) days of Comp Time.
 - c. Effective Sept. 1, 2022, fourteen (14) days of Comp Time to be accrued at the rate of 1.167 days per month, unless, through the reopener process, MEA and the District agree to compensation that brings the District to the market average of the comparison districts. Should compensation fall below the market average, Comp Time shall be prorated. Example, salaries reach 50%, Comp Time will be accrued at 50%, equal to seven (7) days of Comp Time. For each year of the contract, no more than 50% of Comp Time may be used. Comp Time may be rolled over until the end of the Agreement, Aug. 31, 2023, at which time each employee has the option of either cashing out, or rolling over any leftover comp time into regular comp time for regular use not to exceed more than (2) days per month.
 - d. All Comp Time requests must be submitted no later than two (2) workdays prior to the time being requested. The supervisor shall have the discretion to consider any Comp Time requests submitted. Employees may not use more than two (2) days of Comp Time per month.
- C. Salary for 2021-2022 and 2022-2023 shall be determined through a reopener. The parties will set a reopener to occur no later than July 1, 2021 and may consider a second reopener no later than July 1, 2022 if needed.
- 9.1.1 All employees will have their salary paid in twelve (12) equal warrants. Each warrant shall contain one-twelfth (1/12) of the contracted salary.
 - 9.1.2 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.
 - 9.1.3 Payroll warrants shall be issued to the employee on the last working day of each month except:
 - A) December warrants will be issued on the first working day in January, and,
 - 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.

9.1.4 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.

9.2 Working Conditions

- 9.2.1 An employee who is required to work a shift which begins any time after 1:30 p.m. will be paid a shift differential of 50 cents an hour. If an employee's scheduled 40-hour work week includes Saturday and/or Sunday, he/she will be paid a shift differential of fifty cents (50 cents) per hour for the hours worked on Saturday and/or Sunday.

- 9.2.1.1 Grounds Department employees will work a 6:30 am to 3:00 pm shift unless the parties agree to modify the workday through a Memorandum of Understanding.

- 9.2.2 Trades helpers, summer grounds employees and maintenance assistants may be used at any time. If there is a concern by the MEA on implementation, the District will meet immediately with the Association to discuss the matter. Trades helpers and maintenance assistants will not be allowed to perform journey level work.

- 9.2.3 The hourly rate for Welder/Mechanic and Locksmith includes additional compensation per hour above the hourly rate for these classifications in recognition of the requirements of a single person shop including ordering and maintaining supplies and equipment; prioritization and completion of work orders; attendance at lead meetings and the occasional supervision of others. Section 9.2.4 below is not applicable to these positions.

- 9.2.4 Employees who are authorized and assigned by the District to perform lead responsibilities on a temporary basis will be paid the appropriate Lead hourly rate while so assigned.

- 9.2.4.1 During the absence of the regular Lead Person for one (1) or more days in a shop with two (2) employees, a temporary Lead will be appointed by the District within two (2) regular workdays. The temporary Lead will assume the duties of the regular Lead during the remainder of the regular Lead's absence or until reassigned. The temporary Lead will be paid one-half of the difference between the hourly rate of the regular Lead and the hourly rate of the affected journey level classification.

- 9.2.4.2 During the absence of the regular Lead Person in a shop with three (3) or more employees, a temporary Lead will be appointed by the District. The temporary Lead will assume the duties of the regular Lead during the remainder of the regular Lead's absence or until reassigned. The temporary Lead will be paid the appropriate Lead hourly rate while so assigned. Temporary Leads will be chosen by the District and will be compensated at the higher rate only for time worked.
- 9.2.5 Employees who are required to perform work in a classification with a higher pay rate will receive their normal pay rate when the assignment is for no more than one day. If the assignment goes beyond one day, the employee shall be paid at the higher rate retroactive to the first day.
- 9.2.6 An additional two dollars (\$2.00) per hour above the employees' normal hourly rate will be paid to certified asbestos/hazardous materials workers while working with identified hazardous materials.
- 9.2.7 The District shall pay the employee an annual clothing allowance of \$612 as taxable wages. The clothing allowance will be included on the September 30th paycheck.
- 9.2.8 The District will continue to reimburse employees for all licenses and/or classes related to their specific trade.
- 9.2.9 Employees authorized by his/her supervisor to climb a light pole in excess of fifty (50) to eighty (80) feet to perform maintenance work/change a light bulb shall receive pay at time and a half of his/her normal hourly rate of pay for performing such work. Employees authorized by his/her supervisor to climb a light pole in excess of eighty (80) feet to perform maintenance work/change a light bulb shall receive pay at twice the amount of his/her normal hourly rate of pay for performing such work.
- 9.2.10 Any employee who directly supervises between one (1) to three (3) summer trades or grounds helpers shall receive an additional dollar (\$1.00) per hour. Any employee who directly supervises more than three (3) summer trades or grounds helpers shall receive an additional two dollars and fifty cents (\$2.50) per hour.
- 9.2.11 Employees who successfully complete the requirements for a commercial driver's license (CDL) shall receive an annual stipend of \$500. Employees who are required to have a CDL for their position shall be offered training by the District as paid time to complete the requirements. The District shall pay for costs associated for maintaining a CDL if the District requires the employee to perform duties that require the CDL.

9.2.12 In keeping with law, the District is a Drug-Free School and as such has a policy to respond to concerns of any potential violation (see Policy 5201). Employees who hold Commercial Driver Licenses are subject to this policy as well as the Federal Motor Carrier Safety Administration Mandated Drug and Alcohol Testing Program (Policy 5202).

ARTICLE 10 - EVALUATION

- 10.1 It is the District's intent that each new employee have his/her performance evaluated in writing at least twice during the probationary period. Normally, the first evaluation shall be at approximately thirty (30) work days during the probationary period and the second shall be any time after sixty (60) work days, up to and including the end of the probationary period. However, the termination of a probationary employee shall not be nullified by the absence of such evaluations.
- 10.2 Each full-time employee will have his/her performance evaluated in writing annually. Employees will be allowed five (5) working days to review their evaluation before providing an oral or written response to the supervisor. Employees may request a meeting with the supervisor and lead to submit an oral or written response, but must do so within this five (5) working day time period.
- 10.3 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 file shall be open to his/her inspection at reasonable times upon request. The employee will be given an opportunity to attach comments to materials placed in his/her file.

A written reprimand pertaining to employee misconduct or work performance shall be removed from the employee's personnel file three (3) years from the date of notice, upon the written request of the employee; provided the employee has not received any other discipline during the intervening three (3) year period. No written reprimand shall be deemed admissible in any subsequent disciplinary action following its removal from an employee's personnel file as noted above unless said reprimand is specifically analogous to the employee's behavior giving rise to the subsequent disciplinary action.

- 10.4 MEA and the District will review and modify the evaluation process and instrument through labor/management. This work will begin during the 2017-2018 school year.

ARTICLE 11 - 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 actively to promote equal employment opportunities toward the end of enhancing the education 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. District identified compliance officers are identified in Article 3, Section 9; Non-Discrimination.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.1 Purpose

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

12.2 Definition

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

12.3 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 twenty (20) 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 Maintenance or Grounds supervisor. This written grievance shall include: 1) the nature of the grievance; 2) the

section(s) that allegedly have been misinterpreted or misapplied; and 3) the recommended solution to the grievance. A copy of the Grievance Review Request form shall also be sent to the Assistant Superintendent of Human Resources or his/her designee.

Within seven (7) calendar days after receipt of the written grievance, the supervisor shall communicate his/her written response to the grievant.

Step Two

If the grievant is not satisfied with the resolution at Step One, he/she may, within seven (7) calendar days after receipt of the written response from Step One, submit the grievance to the Manager of Maintenance and Facilities. A meeting shall be held to discuss the grievance.

Within fourteen (14) calendar days after the meeting, the Manager of Maintenance and Facilities shall communicate a written response to the grievant.

Step Three

If the grievance is not satisfactorily resolved at Step Two, the grievant may within fourteen (14) calendar days after receipt of the Step Two written response submit the grievance to the Assistant Superintendent of Human Resources or his/her designee for a Step Three meeting. The purpose of this meeting is to attempt to resolve the issue(s) which caused the grievance to be filed. The meeting will be held within fourteen (14) calendar days of receipt of the Step Three grievance. The meeting will include the grievant, representatives from MEA, and District representatives who may be able to assist in resolving the issue(s).

Within fourteen (14) calendar days after the meeting, the Assistant Superintendent of Human Resources shall respond to the grievant in writing stating the District's decisions. A copy shall be sent to the MEA.

Step Four

If the grievance is not satisfactorily resolved at Step Three, the MEA may within fourteen (14) calendar days after receipt of the written response in Step Three, 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 Association, the employees involved, and the District.

- c. The fees and expenses of the arbitrator shall be shared equally by the District and the MEA. 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.

12.4 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 MEA to comply with any time limits specified in this procedure shall constitute withdrawal of the grievance.

The District and the MEA may mutually agree in writing to extend the time limits at any one of the steps.

ARTICLE 13 - 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 Association 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, with the exception of subjects that may be considered mandatory subjects of bargaining. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term.

ARTICLE 14 - SUBCONTRACTING

The Association recognizes that contracting out work normally performed by bargaining unit employees is a right of the District.

When the contracting out of work will result in the displacement of employees, the District agrees to notify the Association of the reasons thereof.

If the District should transfer, subcontract, or otherwise change the operation of its maintenance program 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.

ARTICLE 15 - CONDITIONS OF AGREEMENT

15.1 Severability

In the event that any provision 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 other provisions not declared invalid shall remain in full force and effect.

15.2 Duration

This Agreement shall be in full force and effect from 1 September 2020 to and including 31 August 2023. The parties agree to reopen negotiations for compensation for the 2021-2022 and 2022 – 2023 years. No other provisions shall be reopened unless by mutual agreement of the parties.

Executed by the undersigned parties this 17th day of November 2020.

FOR THE BELLEVUE SCHOOL DISTRICT:

FOR MAINTENANCE EMPLOYEES
ASSOCIATION:

Jeffrey Thomas

Rick Wyles

Jack McLeod

Kevin Cooper

Corey Green

Santi Vongkhamchanh

Steve Malone

**BELLEVUE SCHOOL DISTRICT NO. 405
MAINTENANCE AND GROUNDS COMPENSATION
September 1, 2020 - August 31, 2021**

1.6% Salary Increase

POSITION	HOURLY WAGE	LONGEVITY - 5 YEARS*
CRAFTS		
A-1 TEMPORARY GROUNDS & TRADES HELPER	\$16.62	
A-3 MAINTENANCE ASSISTANT I	\$26.30	\$26.80
A-4 MAINTENANCE ASSISTANT II	\$29.96	\$30.46
B-3 LOCKSMITH	\$31.70	\$32.20
B-3 PAINTER	\$31.70	\$32.20
B-4 CARPENTER	\$31.81	\$32.31
B-5 WELDER	\$36.15	\$36.65
B-6 ELECTRICIAN	\$38.26	\$38.76
B-6 HVAC TECHNICIAN	\$38.26	\$38.76
B-6 PLUMBER	\$38.26	\$38.76
GROUNDS		
A-1 TEMPORARY GROUNDS & TRADES HELPER	\$16.62	
A-2 LANDSCAPE SPECIALIST	\$25.43	\$25.93
B-1 LANDSCAPE TECHNICIAN I	\$28.78	\$29.28
B-2 LANDSCAPE TECHNICIAN II	\$30.88	\$31.38
B-4 MECHANIC	\$35.58	\$36.08
LEAD POSITIONS		
LEAD I		
C-1 LANDSCAPE	\$34.42	\$34.92
C-2 CARPENTER	\$35.29	\$35.79
C-2 PAINTER	\$35.29	\$35.79
C-3 ELECTRICIAN	\$41.74	\$42.24
C-3 HVAC	\$41.74	\$42.24
C-3 PLUMBER	\$41.74	\$42.24

* .50 Cents after completion of 5 years of Service by Sept. 1, 2020

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BELLEVUE SCHOOL DISTRICT, NO. 405
AND
MAINTENANCE EMPLOYEES ASSOCIATION
REGARDING
ALCOHOL AND CONTROLLED SUBSTANCES TESTING**

The District and the Association 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 5202P will govern this obligation. The District will provide the Association 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.

FOR THE DISTRICT:

FOR MEA:

DATE: _____

DATE: _____