



**AGREEMENT**

**between**

**BELLEVUE SCHOOL DISTRICT, NO. 405**

**and**

**INTERNATIONAL ASSOCIATION OF MACHINISTS**

**& AEROSPACE WORKERS, Local 289**

**MECHANICS**

**1 SEPTEMBER 2017 - 31 AUGUST 2020**

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**AGREEMENT BETWEEN  
BELLEVUE SCHOOL DISTRICT NO. 405  
and  
INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS  
MECHANICS**

THIS AGREEMENT, made and entered into by and between the Bellevue School District No. 405 (District) and the International Association of Machinists & Aerospace Workers, Local 289, (Union), is for the purpose of governing their labor relations by fixing the following scales of wages, schedules of hours, and conditions of employment for all mechanics of the District.

**ARTICLE 1 - UNION RIGHTS**

1.1 Union Sole Bargaining Agent

The District agrees to recognize the Union as the sole bargaining agent for all mechanics employed by the District and to deal with the representatives of the Union with respect to wages, hours and working conditions, and adjustment of grievances arising under this Agreement.

1.2 Dues Deduction

Upon receipt of a written authorization 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 Union, and shall transmit the same to the Union each month.

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

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

The Union 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 Union dues. The Union agrees to refund to the District any amounts paid to it in error on account of the checkoff provision upon presentation of proper evidence thereof.

1.3 Pertinent Data

On an annual basis, the District shall forward to the Union alphabetical rosters of all new and terminated employees including the employee's name, address, date of hire or termination, job classification, rate of pay and FTE status and work location.

1.4 Building Access

The authorized representatives of the Union shall have access to the District's premises during working hours 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.

1.5 Bulletin Boards

The District will make available suitable space for the 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, students, or any labor organizations among its employees.

1.6 Shop Stewards

The District agrees that it is the prerogative of the Union to appoint shop stewards. The duties of the shop steward shall not interfere with the regular work assigned to that employee by the District, or with normal functions of the District. When a shop steward is performing such duties on work time, with prior agreement that the steward's assistance is mutually beneficial to the District and the Union, 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 shop steward(s).

1.7 No Strike Clause

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.

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 different labor organization which holds a labor agreement with the District.

1.8 Labor/Management Committees

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. Each party agrees to timely respond to a request from the other part to meet as needed or the parties may agree to establish a meeting schedule to discuss matters requested by each other related to the day-to-day operations of the Transportation Department. Should regularly scheduled meetings be established, the parties will develop an agenda for such meetings.

1.9 Distribution of the Agreement

This entire Agreement will be reprinted by the District for all employees in the bargaining unit and distributed to all new hires.

1.10 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 time employees are not assigned duties. Examples of such activities include solicitation of membership, distribution of literature, preparation for negotiations, preparation of unfair labor practice complaints, campaigning for Union office, and investigation and preparation of employee grievances.

**ARTICLE 2 - CONDITIONS OF EMPLOYMENT**

2.1 Definitions of Employees

Employees: For the purpose of this Agreement “employees” shall mean all mechanic service personnel represented by the Union, herein also mechanics.

2.2 Union Security

All employees of the Employer subject to the terms of this Agreement shall, as a condition of continued employment, become and remain members of the Union and all such employees subsequently hired shall become members of the Union within thirty-one (31) calendar days within the requirements of applicable state and federal law. In compliance with RCW 41.56.122(1), union membership is required to the extent that employees must pay either (1) the Union’s initiation fees and periodic dues, or (2) service fees which in the case of a regular service fee payer shall be equal to the Union’s initiation fees and periodic dues or, in the case of an objecting service fee payer, shall be the proportion of the initiation fees and dues corresponding to the proportion of the Union's total expenditures that support representational activities.

The employer will, after receipt of a written notice from the Union, discharge any employee who is not in good standing in the Union, as required by the preceding

paragraph. "Good Standing" means that the employee is current in the payment of regular monthly Union dues and initiation fees. The Union hereby agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of the Union requesting said employee discharge.

### 2.3 Probationary Period

A new employee shall be subject to a ninety (90) workday probationary period commencing with his/her first (1st) compensated day of employment. The probationary period shall be extended by one day for each day the employee is absent for an excused or unexcused absence. During this period, such employees shall be considered 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. All other provisions of this Agreement shall be applicable to employees on probation.

Employees who have been promoted shall serve a sixty (60) workday trial period. An employee who is found to be unsatisfactory in the new position shall be reassigned to his/her former position or a comparable position.

### 2.4 Workweek

The normal workweek for all full-time employees shall be forty (40) hours to be completed in five (5) consecutive days beginning Monday and ending Friday.

It is understood by the parties that for purposes of applying the Fair Labor Standards Act to employees covered by the FLSA, a workweek 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.

### 2.5 Workday

The employee workday shall consist of eight and one-half (8 ½) hours, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as practicable.

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

Employees normally scheduled to work the swing shift may be scheduled to work the day shift whenever school is not in session.

Employees will be given at least ten (10) working days advance notice of a change in their regular shift assignments. Such notice will not be required for temporary shift assignment changes.

## 2.6 Work Period

Work periods for employees will be scheduled by the Fleet Maintenance Supervisor, his/her designee, or by the Director of Support Services.

### 2.7.1 Overtime

Any time worked in excess of forty (40) hours per workweek will be paid at the rate of time and one-half (1 ½) per hour.

Paid holidays; vacations; illness, injury and emergency leave; and bereavement leave shall be treated as time worked for the purpose of computing overtime.

Overtime will not be compounded by paying overtime on time previously paid at the overtime rate.

Overtime work shall be assigned on a voluntary basis to the extent that the District's ability to meet workload demands is preserved. In the event it is necessary to require overtime work, it will be assigned to the least senior employee(s) holding the job classification.

## 2.8 Call-Back Pay

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

## 2.9 Higher Job Classification

An employee who is authorized and assigned by the District to perform the duties of a higher position will move to the first step in that salary classification which is higher than the employee's present salary if requested to perform in the higher position for a period of eight (8) continuous hours of work or more.

An employee in the bargaining unit may be asked to fill in for the Fleet Maintenance Supervisor should there be an absence of at least eight (8) hours in length. In such instances, the most senior mechanic on the floor shall be the first person eligible to fill in.

## 2.10 Rehires

Rehires shall be treated as new employees and seniority and benefit accrual shall commence on the effective date of reemployment.

Rehires will be required to participate in such training as may be required by state regulations, the necessity of familiarizing the prospective rehire with new equipment and/or the need to familiarize him/her with changes in District policies.



2.11 Swing Shift

A swing shift shall be defined as one which commences no earlier than two (2:00) p.m.

The workday for employees on a swing shift shall be eight and one-half (8 ½) hours, which includes one-half (1/2) hour duty-free lunch. These employees shall be paid for eight (8) hours work at the established premium rate.

2.12 Work Clothing

The District agrees to furnish each employee with one (1) pair of cleaned and maintained coveralls per work day and maintain adequate spare coveralls in case an emergency situation arises which causes the need for an employee to change coveralls that day. The District will also furnish each employee with one clean and maintained jacket and spare per week.

The District agrees to furnish protective clothing to employees assigned to detailing tasks which require such clothing.

2.13 Nondiscrimination

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

2.14 Medical Examinations

Employees are required to have a physical examination every two years and other testing as required to maintain a current CDL with proper bus passenger endorsement. Employees have the option of obtaining physical examinations from a physician of their choice on a self-pay basis or from a physician of the District's choice at District expense. The employee should endeavor to obtain the required physical examination on non-work time; however, when this is not convenient the employee may utilize illness, injury, or emergency leave for this purpose. Employees who are examined by the District's physician may be examined during their regular duty day without deduction from illness, injury, or emergency leave or have their duty day adjusted to include the time needed for the examination. All physical examinations must be completed by September 30.

**ARTICLE 3 - CHANGE OF STATUS**

3.1 Seniority Rights

An employee's seniority shall be defined as an employee's continuous length of service in the mechanics bargaining unit job classification. Seniority shall begin on the date of

employment in said classification. In the event that the seniority is identical for two or more employees, date of application will determine the numerical seniority status.

Employees shall be promoted on the basis of seniority when qualifications for a position are substantially equal. Employees within the journey automotive classification with substantially equal qualifications as determined by the District shall be promoted or assigned on the basis of seniority.

A mechanic service employee who is promoted to another mechanic service position shall continue to accrue seniority in the classification from which he/she was promoted.

### 3.2 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 3 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.

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.

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.

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.

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.

### 3.3 Voluntary Termination

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 Director of Employee Relations, there were extenuating circumstances which made it impossible to notify the District as to the reason for absence.

Each employee shall give the District at least two (2) calendar weeks' notice of his/her intention to quit. Failure of the employee to give such notice shall not constitute a breach of contract by the Union.

### 3.4 Reduction-in-Force

Employees will be selected for layoff in reverse order of seniority within the classification of eliminated positions. The District agrees to give each employee who has been on the payroll more than ninety (90) calendar days at least two (2) calendar weeks' notice of intended layoff.

## **ARTICLE 4 - HOLIDAYS AND VACATIONS**

### 4.1 Holidays

The following are paid holidays:

#### September

Labor Day

#### November

Veteran's Day

Thanksgiving Day

Day following Thanksgiving Day

#### February

President's Day

#### April

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

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

Employees who work on a holiday shall be paid for hours worked on such holiday at one and one-half (1 ½) times the regular rate of pay per hour.

4.2 Vacations

Employees shall receive paid vacation based as follows:

One to five years of continuous employment, thirteen (13) days of annual vacation shall be authorized. Vacation will accrue at the rate of 1.08 days per month.

After five years (60 months) of continuous employment, sixteen (16) days of annual vacation shall be authorized. Vacation will accrue at the rate of 1.33 days per month.

After ten years (120 months) of continuous employment, twenty (20) days of annual vacation shall be authorized. Vacation will accrue at the rate of 1.5 days per month.

After fifteen years (180 months) of continuous employment, twenty-five (25) days of annual vacation shall be authorized. Vacation will accrue at the rate of 2.08 days per month.

The date for changes from one vacation rate to the next will be the employee's anniversary date of hire.

New employees may not take annual vacation until they have completed six (6) months of continuous service.

An employee will be paid for accrued and unused vacation credit upon separation from employment with the District or an employee may extend his/her separation date by using his/her accrued and unused vacation credits; provided the employee gives the District at least two (2) weeks advance written notice of his/her last day

of actual work. The written notice requirement may be waived if, in the judgment of the chief personnel officer, there were extenuating circumstances which made it impossible to notify the District.

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 accrue vacation time up to a maximum of 240 vacation hours. Annually, by September 1 of each year, the employee's vacation balance must be at 240 hours or less. Employees with projected balances in excess of the limit shall schedule and take vacation time such that the balance by September 1 is at or under the 240-hour limit. Employees eligible for retirement and who provide written notification of their intent to retire at least two (2) weeks in advance shall have the right to cash out accrued but unused vacation time up to a maximum of 240 hours.

#### 4.3 Scheduling Vacations

Vacations will be granted, insofar as possible, in accordance with employee preference and seniority.

Vacations will be scheduled at a time mutually agreed to by the Fleet Maintenance Supervisor or designee 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 has requested such at least sixty (60) days in advance.

The District reserves the right to cancel scheduled vacation(s) in case of emergency.

### **ARTICLE 5 - LEAVES**

#### 5.1 Illness, Injury, Emergency Leave or Personal Leave

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

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

Employees shall be compensated annually and upon retirement or death for unused sick 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 statutes.

Leave sharing shall be permitted as provided in state law and District policies and procedures.

#### 5.1.1 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.

Health conditions caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes, illness or injury.

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, 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.

In the event the District has reason to believe an absent employee is not ill or injured, a licensed health care provider's statement may be required for any absence.

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 using more than eight days of sick leave during the school year may be counseled by a member of the management team.

An employee who has been disciplined in writing for absenteeism 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.

The annual performance evaluation may address concerns with regard to regular attendance for any employee who has had absenteeism problem.

Employees absent from work due to illness or injury compensable under the District's self-insured industrial insurance shall be allowed to use available paid

leave to the amount of their earned credit consistent with State workers compensation provisions.

Employees must notify their supervisors of vacation hours they elect to use to supplement their time loss benefit, if applicable. Leave charged to the employee shall be proportionate to that portion of the employee's salary paid by the leave. 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.

#### 5.1.2 Use of Leave for an Emergency

1. Leave may be used for emergency by an employee under the following general conditions:
  - 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, and such leave may not be used for vacation.

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

2. Leave under this section may be used for attendance at the funeral of a relative not covered under Section 5.2 below, or the attendance at a funeral of a close personal friend.

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

The form will require an explanation of the emergency causing an absence.

### 5.1.3 Personal Leave

An employee may take up to three (3) days (equal to the number of hours per day employed) of Sick Leave as personal leave, provided said employee has at least three (3) days of accumulated sick leave from which personal leave shall be taken.

Personal leave is NOT additional leave, but rather another option for employees to address items of a personal nature that cannot be attended to at other times. Examples include legal or business needs, special appointments or circumstances that do not meet the definitions of other types of leaves in Article 5.

All requests for personal leave are approved at the discretion of the fleet maintenance supervisor and his determination of the impact on the needs of the District.

### 5.2 Bereavement Leave

The District shall allow up to five (5) days of paid bereavement leave in the case of the death of an employee's family member.

The District will 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) days per year.

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

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 5.3 of this Article.

### 5.3 Leave of Absence

Upon recommendation of the immediate supervisor and approval of the Superintendent, leave of absence, with or without pay depending on the type of leave and circumstances, may be granted to any employee for such things as: a) illness, b) family emergency, c) disability, d) education, e) union business, etc.

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

Except for military service there shall be no other employment while on leave without prior written approval from the Human Resources Department. The taking of employment without prior written approval shall terminate the leave and said employee's employment with the District, provided, however, that employees may continue other employment they had prior to requesting the leave.

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, except when the leave is necessitated by an industrial injury or other disability. When an employee is on disability leave, seniority will accrue for up to six months and his/her position will be held open for that period of time. When an employee is off work due to an industrial injury, seniority will accrue for up to one (1) year and his/her position will be held open for that period of time.

When an employee returns from a leave other than leave necessitated by Industrial injury or disability, 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.

#### 5.4 Legal and Military Leave

An employee shall be granted a leave for jury duty or subpoena and military commitments.

There will be no deduction in the employee's compensation for jury duty or for legal appearances pursuant to subpoena except that any compensation received by the employee for such jury or court service excluding transportation or any other regularly accepted per diem expense will be paid to the District for reimbursement; provided the employee is not the plaintiff or defendant in an action.

In accordance with applicable statutory military service leave requirements 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.

The District will comply with federal, state and/or local laws for granting military leaves per District policy 5407 and procedure 5407p.

#### 5.5 Leave Without Pay

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/her designee, taking into consideration the needs of

the employee and the District. Such leaves will have no effect on seniority or benefit accrual.

The District will encourage pre-planning by granting requests for leave without pay to individual employees when substitutes are available to provide coverage for such leaves.

When requested, the employee will assist in identifying a plan for coverage in the case of proposed leave without pay, including the use of other employee willing and able to provide such coverage.

Approval of requests for leave without pay will be limited by the known or projected ability to provide substitute coverage. Requests be will considered based on the date and time of receipt of the request. If more than one request is submitted at the same time, and not all can be granted, the request from the most senior mechanic will receive first consideration for approval.

No requests for leave without pay will be approved in advance of five (5) working days for the following times:

- (1) the month of September
- (2) the last two weeks of a school year

All other requests for leave without pay will receive a response within five working days of the request.

## 5.6 Child Care Leave

Any employee may request child care leave without pay for the purpose of giving birth to a child, legally adopting a child, or caring for an infant or medically ill dependent child.

The employee's request for leave is to be made in writing to the Superintendent or designee no less than twenty (20) days prior to the date on which the leave is to begin. The 20-day notice period may be waived by the Superintendent if it is determined that an unforeseen circumstance warrants such action. The request shall specify the duration of the leave requested. The duration of the leave may be up to one (1) year.

Child care leave may be granted only by the Board of Directors. The leave may begin at any time in accordance with notification and approval requirements. Prior to the expiration of the leave, the individual must submit to the District written notification of intent to return to employment. Reemployment of the individual upon expiration of the child care leave shall be on the same basis as for any individual returning from leave under Article 5, Section 5.3.

## ARTICLE 6 - GRIEVANCE PROCEDURES

### 6.1 Purpose

The purpose of this Article is to provide for a mutually acceptable method for prompt and equitable settlement of employee grievances.

### 6.2 Definitions

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

### 6.3 Procedure

An employee may institute a grievance on his/her own and 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 shop steward 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 or the time when the grievant should reasonably have had first knowledge of its occurrence, the grievant will commit the grievance to writing on a Grievance Review form, sign it, and present it to the Fleet Maintenance Supervisor. The written statement should 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 also shall be sent to the Assistant Superintendent of Human Resources or his/her designee.

Within fourteen (14) calendar days after receipt of the written grievance, the Fleet Maintenance 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 in STEP ONE, submit the grievance to the Assistant Superintendent of Human Resources or his/her designee.

Within fourteen (14) calendar days after the STEP TWO grievance hearing, the Assistant Superintendent of Human Resources or his/her designee shall communicate a written response to the grievant and the Union.

### 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 from STEP TWO, 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.

#### 6.4 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 7 - 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 an explanation to employees of changes in procedures and causes for disciplinary action.

## **ARTICLE 8 - PERSONNEL FILES**

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 with the District.

The employee's personnel file 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.

In accordance with SB5533, no information related to substantiated verbal or physical abuse or sexual misconduct may be removed from any employee file. An employee may make a written request of the supervisor to remove a warning after six (6) months, but it is within the discretion of the supervisor whether the request should be granted.

## **ARTICLE 9 - PERFORMANCE EVALUATION**

### **9.1 Procedure**

Upon completion of an employee's ninety (90) workday probationary period, and annually thereafter, each employee shall have his/her performance evaluated.

Each evaluation shall concern an employee's work performance focusing on strengths and weaknesses with specific suggestions for improvement where appropriate.

A copy of any evaluation shall be placed in the employee's personnel file and a copy shall be given to the employee.

An employee may place a written response to any performance evaluation in his/her personnel file.

## 9.2 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 the 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 receipt of 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.

## **ARTICLE 10 - HEALTH AND WELFARE**

### 10.1 Health Benefits

The District will negotiate annually the benefit contribution amounts for full-time employees, including the District's total annual contribution amount. Employees may select, in accordance with the rules established by the District and the insurance companies, one of the insurance plans in which there is District participation. If the District's contribution does not cover the full cost of insurance coverage selected by an employee, the additional cost of coverage will be deducted from the employee's pay. If an employee's pay does not cover the full cost of the insurance, he/she must submit a check to the District within five (5) days of payday to continue coverage. Failure to make such payments will result in the coverage being dropped.

Employees must commit to medical coverage during the regular enrollment period.

An employee who has exhausted all illness, injury, or emergency leave benefits and is on a medical leave of absence shall continue to receive the District health/dental insurance contribution until the expiration of his/her current assignment. The District's contribution will be the average monthly contribution received during the preceding months of the employee's annual assignment.

10.2 Dental/Vision Insurance

The District will provide all employees assigned twenty (20) hours or more per week with dental and vision insurance.

10.3 Disability Insurance

The District will provide disability insurance to all eligible employees.

10.4 Section 125

Under the auspices of Section 125 of the Internal Revenue Code the District shall provide 1) a medical premium conversion program which allows an employee to elect to have any of his/her health insurance premium contributions paid before the application of income taxes under the Internal Revenue Code; 2) a Health Care Expense Account (HCEA) which allows an employee to use pre-tax dollars to pay for expenses not 100% covered or ineligible for payment through the group health care plans; and 3) a Dependent Care Reimbursement program which allows an employee to use pre-tax dollars to pay for allowable dependent care costs.

## **ARTICLE 11 - COMPENSATION**

11.1 Salary Schedule

All employees covered by this Agreement shall be paid according to their proper classification step as set forth in Appendix A.

For the 2017-2018 year, the District will increase base salaries of Journey Mechanic, Garage Assistant and Journey/Parts to market inclusive of cost of living adjustment (COLA). The Lead Mechanic position shall maintain a \$2.00 per hour differential.

For the 2018-2019 year, the District will increase base salaries on the schedule by 6.0% inclusive of cost of living adjustment.

For the 2019-2020 year, the District will increase base salaries on the schedule by 4.0% inclusive of cost of living adjustment.



### 11.1.1 Longevity

Effective September 1, 2017 and thereafter, employees shall receive an annual stipend of \$500 for longevity. Eligible employees must have completed a minimum of ten (10) years of continuous service by September 1<sup>st</sup> of each year in order to receive this stipend.

### 11.2 Recruitment

Given that in the current market the District is having difficulty attracting qualified employees to the mechanics unit, the District will offer a \$500 signing bonus after the employee successfully completes probation. The bonus amount will be added to employee's paycheck the following full pay period after completion of probation.

If an employee refers an individual for employment and that individual applies, is hired and successfully completes probation, the referring employee will be entitled to a \$500 referral bonus. That bonus will be added to the employee's paycheck the following full pay period after completion of the referred employee's probation.

### 11.3 Shift Differential Pay

Employees on swing shift will receive fifty (.50) cents per hour which shall also be paid while on sick leave, vacation, and for holidays.

### 11.4 Meetings/Training

On an annual basis the Fleet Maintenance Supervisor and the Shop Steward will meet with the department to discuss training needs and interests and then develop a training schedule, as needed, based on that input.

The pay rate for management-called meetings and any recertification training shall be at the regular rate of pay. Employees shall be paid for attendance at such meetings and training. Annually, in addition to the State-required in-service, the District shall provide at least eight (8) hours of such. To the extent required by state and federal law, time spent in meetings and training shall not be considered as time worked for the purpose of computing overtime.

As soon as possible after the beginning of the student year, the District shall post a schedule of mandatory in-service training dates.

### 11.5 Tool/Boot Allowance

Employees will provide their own hand tools. Each employee shall receive up to one thousand dollars (\$1,000) annually to buy new tools or to replace tools or purchase appropriate boots that are used during the course of employment with the District that have been broken, lost, or pilfered.

Employees will be reimbursed once per calendar year. Prior to the annual reimbursement, the employee must submit receipts for all tools he/she purchased during the preceding year. Receipts must be received no later than August 1 and be approved for reimbursement by the Fleet Maintenance Supervisor.

An employee who is otherwise eligible for tool reimbursement and who retires or otherwise terminates his/her employment with the District after August 1 of one year but before August 1 of the next year shall only be eligible for a pro-rated tool reimbursement.

#### 11.6 Replacement of Personal Tools

The District will carry insurance that will provide for the replacement purchase of any personal work related tools that are stolen or damaged while on-site at the work place to the extent such belongings were needed and appropriate to have at the work place.

#### 11.7 ASE Certification

Employees who successfully complete the School Bus Technician certification series (excluding the air conditioning test) under the National Institute for Automotive Service Excellence School Bus Technician certification and who maintain said certification thereafter shall effective September 1, 2004 receive a one dollar and twenty-five cents (\$1.25) per hour certification incentive effective the first workday of the calendar month after the Transportation Department is provided written verification of the employee's certification.

#### 11.8 Washington State Patrol (WSP) Annual Bus Maintenance Inspection

The District will pay each employee \$500 if 94% or more of the buses inspected pass the annual Summer WSP bus inspection. If the Summer WSP bus inspection is passed at 100% then employees will receive an additional \$350 for a total of \$850.

The District will pay each employee \$500 if 90% or more of the buses inspected pass the annual unannounced WSP bus inspection. If the unannounced WSP bus inspection is passed at 100% then employees will receive an additional \$350 for a total of \$850.

Employees will not be penalized if the foregoing percentages are not achieved due to a problem which was caused by factors outside the employees' control.

#### 11.9 Vacation Buy Back

Employees may sell back up to five (5) unused vacation days per year at the employee's per diem rate. For an employee to be eligible, the employee must maintain a minimum of twenty (20) hours vacation balance at the time of requesting vacation buy back. Buy back shall be submitted no later than June 30 of each year for this benefit.

## **ARTICLE 12 MISCELLANEOUS**

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 are subject to this policy as well as the Federal Motor Carrier Safety Administration Mandated Drug and Alcohol Testing Program (Policy 5202).

## **ARTICLE 13 - SPECIAL PERMITS**

All employees are required to possess a valid State of Washington Driver's License and any other endorsements as required by law. All mechanics are required to possess a Commercial Driver's License (valid State of Washington School Bus Driver's authorization.) All employees who are state-authorized to transport students are required to possess a current first-aid card and CPR certification.

The costs of all Commercial Driver's License endorsements will be paid by the District. In addition, the District will pay for the skills test for new mechanics. All employees may be given up to ninety (90) calendar days after the date of hire in which to obtain his/her CDL.

## **ARTICLE 14 - 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.

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 15- SUBCONTRACTING**

The public has the right to expect efficient, cost effective, and high quality services from expenditure of its taxes. Therefore, the parties recognize consistent with Article 7 (Management Rights) that the assignment of work to outside contractors is a responsibility, right and proper consideration for the District.

When the contracting out of work will result in the displacement of employees, 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.

If the District should transfer, subcontract, or otherwise change the student transportation system such that it is operated by any other party, the District will contract with the purchaser, transferee or subcontractor, that employees covered by this agreement will be offered employment by the

new agency to fill vacancies created by this transaction, provided existing employees of the agency are not available to fill these positions. Positions shall be offered on the basis of seniority.

## **ARTICLE 16 - 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 17 - CONDITIONS OF THE AGREEMENT**

### **16.1 Severability:**

In the event that any provision of the 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.

### **16.2 Duration**

This 2017-2020 agreement and its attached Memoranda of Understanding shall be in full force and effect from 1 September 2017 through 31 August 2020. Should the State provide salary increases for all employees above the percentages delineated in 16.3, the District may pass through those funds to Mechanics. Health Benefits shall be open for negotiations for application to the 2018-2019 and 2019-2020 school years.

### **16.3 Reopener**

Should the state legislature fund a cost of living adjustment (COLA) greater than COLA adjustments anticipated by the District, the parties may reopen negotiations to address compensation. For 2018-2019 this amount is set at 3.5% and for 2019-2020 this amount is set at 2.5%

The parties hereto have executed this agreement this \_\_\_th day of September, 2017.

BELLEVUE SCHOOL DISTRICT #405

UNION, IAM, Local 289

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BELLEVUE SCHOOL DISTRICT, NO. 405  
AND  
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS,  
LOCAL 289  
MECHANICS**

The District and the IAM, Local 289 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 5865.1 will govern this obligation. The District will provide IAM, Local 289 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.

DATED: \_\_\_\_\_, 2017

FOR THE DISTRICT:

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

FOR IAM, LOCAL 289:

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\_\_\_\_\_

**BELLEVUE SCHOOL DISTRICT # 405  
MECHANICS SALARY SCHEDULE  
September 1, 2017 - August 31, 2018**

Market Adjustment (Includes COLA of 2.3%)

	HOURLY RATE	ANNUAL SALARY
<b>Garage Assistant</b>	\$28.00	\$58,240
<b>Journey Mechanic Journey Mechanic – Parts</b>	\$32.50	\$67,600
<b>Lead Mechanic</b>	\$34.50	\$71,760

\*Annual Salary based upon 260 workdays = 2080 hours.

- Tool and Boot Allowance \$1,000
- Inspection Bonus, Announced - \$500 for 94% pass, \$850 for 100% pass
- Inspection Bonus, Unannounced - \$500 for 90% pass, \$850 for 100% pass
- Longevity Stipend of \$500 upon completion of 10 years of service

**BELLEVUE SCHOOL DISTRICT # 405  
MECHANICS SALARY SCHEDULE  
September 1, 2018 - August 31, 2019**

6% Increase (Includes COLA)

POSITION	HOURLY RATE	ANNUAL SALARY
<b>Garage Assistant</b>	\$29.68	\$61,734
<b>Journey Mechanic Journey Mechanic – Parts</b>	\$34.45	\$71,656
<b>Lead Mechanic</b>	\$36.45	\$75,816

\*Annual Salary based upon 260 workdays = 2080 hours.

- Tool and Boot Allowance \$1,000
- Inspection Bonus, Announced - \$500 for 94% pass, \$850 for 100% pass
- Inspection Bonus, Unannounced - \$500 for 90% pass, \$850 for 100% pass Longevity
- Longevity Stipend of \$500 upon completion of 10 years of service



**BELLEVUE SCHOOL DISTRICT # 405  
MECHANICS SALARY SCHEDULE  
September 1, 2019 - August 31, 2020**

4% Increase (Includes COLA)

POSITION	HOURLY RATE	ANNUAL SALARY
<b>Garage Assistant</b>	\$30.87	\$64,210
<b>Journey Mechanic Journey Mechanic – Parts</b>	\$35.83	\$74,526
<b>Lead Mechanic</b>	\$37.83	\$78,686

\*Annual Salary based upon 260 workdays = 2080 hours.

- Tool and Boot Allowance \$1,000
- Inspection Bonus, Announced - \$500 for 94% pass, \$850 for 100% pass
- Inspection Bonus, Unannounced - \$500 for 90% pass, \$850 for 100% pass
- Longevity Stipend of \$500 upon completion of 10 years of service