

COLLECTIVE BARGAINING AGREEMENT

between

**BOARD OF DIRECTORS
BELLINGHAM SCHOOL DISTRICT 501**

and the

SERVICE EMPLOYEES' INTERNATIONAL UNION 925

September 1, 2019 – August 31, 2021



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ARTICLE I – RECOGNITION AND COVERAGE OF AGREEMENT

This Agreement is made and entered into by and between the BELLINGHAM SCHOOL DISTRICT NO. 501, Bellingham, Washington, hereinafter designated as the District, and the SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925, hereinafter designated as the Union. In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

ARTICLE I – RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1 The District recognizes the Union as the exclusive bargaining representative of all employees in the bargaining unit described in Section 2 and the Union recognizes the responsibility of representing the interest of all such employees.

Section 1.2 The bargaining unit to which this Agreement is applicable is all personnel performing work within the Buildings/Grounds, Custodial, Food Service and Educational Technology Departments.

Section 1.2.1 Within these four departments, job classifications are as follows:

Custodial:

- Custodian

Food Service:

- Food Service Worker

Buildings and Grounds:

- Carpenter
- Electrician
- Painter
- Plumber
- Maintenance/Grounds
- Building Automation Technician HVAC
- Small Engine Repair Technician

Educational Technology:

- Help Desk
- Technician I
- Technician II
- Lead Technician
- System Analyst
- Network Administrator
- Student Information Systems Technician

**ARTICLE II – APPROPRIATE MATTERS FOR
CONSULTATION AND NEGOTIATIONS**

Section 2.1 The District agrees to deal with the Union with respect to policies, programs, and procedures relating to or affecting hours, wages, grievance procedures, and general working conditions of employees in the bargaining unit subject to this Agreement.

Section 2.2 It is further recognized that this Agreement shall not alter the responsibility of either to meet with the other party to advise, discuss, or consult regarding matters concerning working conditions not covered by this Agreement.

**ARTICLE III – UNION MEMBERSHIP,
ORIENTATION AND CHECKOFF**

Section 3.1 Notification The District will provide notification to the Union of all new hires within seven (7) working days of the hire date. The notification shall include name, job title, department, work location, home telephone/cell phone number and address (if provided by the employee). At the time of hire, the District will inform the new hire of terms and conditions of this section. Upon receipt of an individually signed authorization card supplied by the Union to the 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.

Section 3.2 New Employee Orientation The District will notify the Union of new member orientations where SEIU may meet with the employees for at least thirty (30) minutes on voluntary paid time for the new employee. Union leadership may access union leave to attend the new employee orientation per Section 16.11. The District will provide at least ten (10) days' notice of any orientation, along with an electronic list of expected participants, at least forty-eight (48) hours in advance of the orientation. The District will continue its practice of providing notice and contact information of all new hires to the union as soon as the information is available to the District.

Section 3.3 Union Membership SEIU925 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. While we often agree, a strong and vibrant union provides a true partner in the labor management relationship when disagreement becomes necessary. Therefore, it is the expectation of both the SEIU925 and the District that the District and all agents and representatives of the District shall remain neutral on the issue of union membership and respect all employees' decision to join and maintain membership in the Union. The District agrees to reinforce with its administrators and supervisors the importance of these obligations. To that end, all bargaining unit employees shall have the option of joining and maintaining membership in the SEIU925 upon employment with the District in a bargaining unit.

Section 3.4 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 SEIU925, following the SEIU925 constitution and bylaws, and any and all

ARTICLE IV – PAYROLL DEDUCTION

relevant conditions, policies and procedures. Providing such conditions have been met, SEIU925 shall inform the District of such employee's non-member status consistent with the notification section of this Agreement, specifically Dues and COPE Deduction below.

Section 3.5 Dues and COPE Deduction On September 1 of each contract year SEIU925 shall provide a full and complete list of bargaining unit employees who are current members of SEIU925 to the District, and shall provide updates, additions, and/or other changes in membership status to the District on at least a monthly basis thereafter. Upon notification of an employee's membership status in SEIU925 and or election to participate in the SEIU925 political program (COPE), the District shall deduct union dues and COPE contributions as identified by SEIU925. Any deductions for political contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the employee on forms that comply with WAC 390-17-100, and be revocable by the employee at any time.

Section 3.6 Indemnify and Hold Harmless SEIU925 agrees to indemnify and hold harmless from all claims, demands, suits or other forms of liability that shall arise against the District for, or on account, of any membership dues or COPE deduction made from the pay of a bargaining unit employee.

ARTICLE IV – PAYROLL DEDUCTION

Section 4.1 Payroll deduction from employees' pay for Union dues, political action contributions, tax sheltered annuities, United States Savings Bonds, and approved health insurance plans shall be allowed upon written request by the employee. Employees can also authorize direct deposit of their entire net paycheck into their savings or checking account in a bank, credit union, or other qualified financial institution by providing a cancelled deposit slip to the payroll department.

Section 4.2 Union Payments Upon request for verification, payroll deduction authorization cards shall be submitted to the District from the Union showing the amounts to be deducted and the employee's signature.

ARTICLE V – UNION REPRESENTATION

Section 5.1 Union Representatives/Shop Stewards shall be allowed to leave their place of work, after checking out with their immediate supervisor, to be present with and represent any member, at the member's request, during discussions between the member and supervisor or other representatives of the District. Provided further, that if the Union Representative/Shop Steward is not immediately available, or the Union Representative/Shop Steward's availability would affect their workload, said discussions between the employee and the District's designee should be postponed until the Union Representative/Shop Steward may be present.

Section 5.2 The Union Representatives/Shop Stewards shall represent the Union in meetings with officials of the District to discuss those matters covered by this Agreement. Meetings will be scheduled and held on paid time, when possible. They may receive and investigate possible

ARTICLE VI – EMPLOYMENT CONDITIONS

grievance complaints or general conditions of the employees when the nature of the problem makes it necessary.

Section 5.3 The Union Organizer Representative shall be permitted to visit employees on the premises of the District to conduct business of the Union, providing they do not unduly interrupt the work of the employees visited. Upon entering the premises of the District, the Organizer Representative shall announce their presence at the school office when possible unless the office is closed.

Section 5.4 Employees may attend monthly meetings of the Union as long as this time is made up at the end of the shift.

Section 5.5 The Union may utilize the District's email and voicemail systems for communication, representation, and negotiation purposes according to the procedures established in District Policy #5260 (Staff Access to Networked Information Resources). Employees and non-employee Union agents have no expectation of privacy in their use of the District systems. All emails and attachments drafted, sent, or stored on the District system are District records and are subject to monitoring, review, and printing by District system administrators without limitation and without notice. The Union acknowledges that such conduct is not unlawful employer surveillance or interference, and it hereby waives any actual or potential claim that District monitoring, review, printing, or other access to Union communications on the District system constitutes an unfair labor practice under Chapter 41.56 or 41.59 RCW.

The Union shall indemnify and hold the District harmless from all claims, causes of action, or damages arising from the use of the District email system by employees or non-employee Union agents for Union business.

ARTICLE VI – EMPLOYMENT CONDITIONS

Section 6.1 The District and the Union agree that there shall be no discrimination against any employee or applicant because of Union membership or activity, race, creed, religion, color, national origin, age, sex, sexual orientation including gender expression or identity, honorably discharged veteran or military status, marital status, the presence of any physical, sensory or mental disability, or the use of a trained dog guide or service animal by a person with a disability.

Section 6.2 Probationary Period Each new hire shall remain in a probationary status for a period of not more than ninety (90) working days following the date of hire to a regular position by the Board of Directors during which time the District has authority to terminate without showing just cause. Regular status shall be granted ninety (90) working days from the date of hire with all benefits and seniority retroactive to the date of hire.

Section 6.3 No temporary employee shall be employed by the District in excess of ninety (90) working days except for positions that need to be filled for employees on extended leave of absence.

ARTICLE VII – HOURS OF WORK (CUSTODIAL-MAINTENANCE)

Section 6.4 The District will provide notice to the Union, prior to providing any records, of public records request that expressly state “SEIU” in the body of the request. This section is not subject to the grievance procedure under Article XX.

ARTICLE VII – HOURS OF WORK (CUSTODIAL-MAINTENANCE)

Section 7.1 The Workday Eight (8) hours work within eight and one-half (8-1/2) hours or nine (9) consecutive hours constitutes a day's work for all day shift employees. Seven and one-half (7-1/2) hours within eight (8) hours shall be considered a day's work for all swing and graveyard shift employees.

Section 7.1.1 Rest Breaks Eight (8) hour employees are authorized two (2) rest breaks per shift of not more than fifteen (15) minutes each. The first break shall be scheduled as near to the end of the second (2nd) hour of the shift as the work schedule permits. The second break shall be scheduled at or near the end of the sixth (6th) hour of the shift. Four (4) hour or six (6) hour employees shall have one (1) rest break of not more than fifteen (15) minutes scheduled at or near the end of the second (2nd) hour of the shift.

Section 7.1.2 Lunch Period The lunch period for swing and graveyard shifts of more than four (4) hours shall be one-half (1/2) hour and scheduled at or near the end of the fourth (4th) hour of the shift.

Section 7.2 Workweek Eight (8) hours a day, forty (40) hours a week, Monday through Friday, constitutes a week's work.

Section 7.3 Swing and Graveyard Shifts

Section 7.3.1 Swing Shift When at least half of the hours worked in a workday are worked after 4:00 p.m., said total hours shall be considered a swing shift.

Section 7.3.2 Graveyard Shift When at least half of the hours worked in a workday are worked after 9:00 p.m. said total hours shall be considered a graveyard shift. All custodians performing duties on the graveyard shift shall receive a twenty-five cent (\$.25) per hour premium for all graveyard shift hours worked. In the event maintenance employees are asked to perform graveyard shift duties for three (3) or more consecutive workdays, they shall receive the shift differential for all hours worked, retroactive to the first (1st) day of work.

Section 7.4 Hours of work and time off for lunch for all custodians shall be established by the Director of Buildings and Grounds or designee with recommendation from the building head custodian. Shift times, including lunch breaks, shall be workable within the building start/end times and program needs.

Section 7.5 In the event the District directs an employee to work the entire shift, including their partial or whole lunch period, which the employee is unable to reschedule, the employee shall be compensated for the foregone lunch period time at the appropriate rate.

ARTICLE VII – HOURS OF WORK (CUSTODIAL-MAINTENANCE)

Section 7.6 Overtime at the rate of one and one-half (1-1/2) times the regular rate of pay shall be paid for all time worked beyond the regular weekday and/or regular workweek as defined under Sections 7.1 and 7.2 and certain holidays as provided in Article XIV, Section 14.1. Double time shall be paid for any work performed on Sunday and certain holidays as provided in Article XIV, Section 14.1. Except in emergencies, part-time custodial personnel will not be required to work overtime on weekends.

Section 7.6.1 All overtime hours worked during any month's payroll report periods shall, when reported by the employee as required, be included in the next month's paycheck. An employee may request to have overtime hours paid in the current month's paycheck, if the hours were worked prior to the tenth calendar day of the month and a written request and time summary, approved by the department director, is submitted to payroll by the fifteenth calendar day of the month. Requests will be considered on a case by case basis and may be granted in circumstances where the employee would otherwise suffer an economic hardship, such as an inability to make a mortgage payment or taxes due. The parties understand that honoring this request is at the District's discretion and is only applicable in serious financial situations.

Section 7.7 No split shifts are permitted except as mutually agreed on by the Union, employee, and District for each job.

Section 7.8 When an employee is required to report for extra work, they shall receive no less than two (2) hours for each call and shall not be paid less hourly than is provided for in this Agreement for their classification as follows:

Section 7.8.1 If an employee is called back to work extra hours after the completion of their regular shift, a minimum of two (2) hours will be paid at the appropriate rate of pay. If an employee is contacted while off duty and directed to work but is not required to come to a worksite to conduct such work, a minimum of one (1) hour will be paid at the appropriate rate of pay, if the work is performed.

Section 7.8.2 If an employee is called to work additional hours immediately preceding their regular working period or immediately following their regular working period, the employee will be paid for the actual additional hours worked at the regular rate or the overtime rate, whichever is applicable.

Section 7.9 All employees working more than four (4) hours shall receive an uninterrupted lunch period on the employee's time consistent with Section 7.1.

Section 7.10 No shift shall be scheduled for less than two (2) hours.

Section 7.10.1 When additional hours, up to a maximum of one (1) hour at any one time, become available within a building/worksite, the hours will be first made available to current employees within the building/worksite by seniority within a job classification. This provision applies only to employees who have less than eight (8) hour shifts.

Section 7.11 The District will provide appropriate rain gear and one (1) set of coveralls at each school/worksite for use by employees.

ARTICLE VIII – HOURS OF WORK (FOOD SERVICE PERSONNEL)

Section 7.12 The District will provide up to \$100 per year for each year of this Agreement for the purchase of safety shoes or other preapproved workplace footwear for the buildings and grounds department employees, as well as middle and elementary head custodians. The \$100.00 allowance may be rolled over for up to one additional year, for a total of up to \$200.00 per two-year period.

Section 7.13 Head Custodians who have not previously been assigned to a building will be provided with one (1) eight (8) hour shift of orientation with the current head custodian, if possible. The purpose of the orientation is to review specific systems including, but not limited to, the location of special equipment, filters, shut-offs, fire systems, the security system, building procedures, and building personnel.

Section 7.14 Whenever a new type of equipment or program is introduced, upon employee request or supervisor direction, employees without a working knowledge will be provided paid training on this equipment.

Section 7.15 Request for Additional Hours Additional custodial hours may be requested by the head custodian when extra hours are needed to complete necessary work. Such circumstances will include, but are not limited to, inadequate substitute hours to cover the absentee, extra use of the building during non-school hours, extra activities that require additional set-up or clean-up. The Director of Buildings and Grounds or their designee may approve additional time and, if so, that time will be allocated to the custodian who will be performing the extra hours of work at the appropriate rate of pay.

The labor management committee shall periodically review the extra time requests and allocations, to determine if the building needs are being met and to provide recommendations for adequate staff time, necessary to meet the District custodial needs.

ARTICLE VIII – HOURS OF WORK (FOOD SERVICE PERSONNEL)

Section 8.1 Hours of Work

Section 8.1.1 Eight (8) hours per day, forty (40) hours per week, Monday through Friday, constitutes a full week's work.

Section 8.1.2 Eight (8) hours within eight and one-half (8-1/2) hours or nine (9) hours constitutes a full workday.

Section 8.1.3 All time worked in excess of eight (8) hours per day or forty (40) hours per week and/or all work performed on Saturday shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay. Double-time (2X's) the regular rate of pay shall be paid for all time worked on Sundays and holidays.

Section 8.1.4 All overtime hours worked during any month's payroll period shall, when reported by the employee as required, be included in the paycheck for the employee for the payroll period that month.

ARTICLE VIII – HOURS OF WORK (FOOD SERVICE PERSONNEL)

Section 8.1.5 Split shifts are permitted when mutually agreed upon by the employee, principal, Food Service Director, and union representative.

Section 8.1.6 All employees called back for extra work shall receive no less than two (2) hours each call. If an employee is called to work additional hours immediately preceding or following their regular working period, the employee will be paid at the actual additional hours worked at the regular rate or the overtime rate, whichever is applicable. If an employee is contacted while off duty and directed to work, but is not required to come to a worksite to conduct such work, a minimum of one (1) hour will be paid at the appropriate rate of pay, if the work is performed.

Section 8.1.7 All employees working more than four (4) hours shall receive an uninterrupted lunch period on the employees' time consistent with Section 7.1.

Section 8.2 Any position in which hours have been increased by forty-five (45) minutes or more per day permanently for a period of forty-five (45) consecutive working days shall be posted for bid and filled as a regular position as specified under Article XIII of the Agreement.

Section 8.3 If an employee works extra time of fifteen (15) minutes or more for forty-five (45) consecutive workdays in a school year, the regular shift hours, salary, and benefits will be adjusted prospectively to include that additional time and benefits will be recalculated retroactively to the first consecutive day.

Section 8.4 No food service positions shall be scheduled for less than two hours per day.

Section 8.5 In the event the District directs an employee to work the entire shift, including their partial or whole lunch period, which the employee is unable to reschedule, the employee shall be compensated for the foregone lunch period at the appropriate rate.

Section 8.6 Employees will be required to attend District-directed training. Such training shall be on paid time.

Section 8.7 The District will reimburse employees for the cost of renewal of the food handler's permit.

Section 8.8 Food service leads, who have not previously worked as a lead at the same level, will be provided one shift of orientation with the current lead at the same level, if possible. The purpose of the orientation is to review specific systems including, but not limited to, the location of special equipment, shut-offs, security, procedures, building personnel, and other level-specific topics.

Section 8.9 Food service employees may submit for reimbursement of up to \$50 per year for the purchase of District-approved non-slip shoes. The shoes must be non-slip and closed toe shoes. Staff receiving the reimbursement for such footwear are required to wear them while at work. The \$50 allowance may be rolled over for up to one additional year, for a total of up to \$100 per two-year period.

Section 8.10 The District may require employees working in the food services department to wear District-provided clothing while in the performance of work duties. An employee needing laundering support to maintain District-provided clothing to acceptable standards should contact their supervisor.

ARTICLE IX – EDUCATIONAL TECHNOLOGY

Hours of Work

Section 9.1 The Workday Eight (8) hours work within eight and one-half (8-1/2) hours or nine (9) consecutive hours constitutes a day's work for all day shift employees. Seven and one-half (7-1/2) hours within eight (8) hours shall be considered a day's work for all swing and graveyard shift employees.

Section 9.1.1 Rest Breaks Eight (8) hour employees are authorized two (2) rest breaks per shift of not more than fifteen (15) minutes each. The first break shall be scheduled as near to the end of the second (2nd) hour of the shift as the work schedule permits. The second break shall be scheduled at or near the end of the sixth (6th) hour of the shift. Four (4) hour or six (6) hour employees shall have one (1) rest break of not more than fifteen (15) minutes scheduled at or near the end of the second (2nd) hour of the shift.

Section 9.1.2 Lunch Period The lunch period for swing and graveyard shifts of more than four (4) hours shall be one-half (1/2) hour and scheduled at or near the end of the fourth (4th) hour of the shift.

Section 9.2 Workweek Eight (8) hours a day, forty (40) hours a week, Monday through Friday, constitutes a week's work.

Section 9.3 Swing and Graveyard Shifts

Section 9.3.1 Swing Shift When at least half of the hours worked in a workday are worked after 4:00 p.m., said total hours shall be considered a swing shift.

Section 9.3.2 Graveyard Shift When at least half of the hours worked in a workday are worked after 9:00 p.m., said total hours shall be considered a graveyard shift. All employees performing duties on the graveyard shift shall receive a twenty-five (25) cent per hour premium for all graveyard shift hours worked. In the event employees are asked to perform graveyard shift duties for three (3) or more consecutive workdays, they shall receive the shift differential for all hours worked, retroactive to the first (1st) day of work.

Section 9.4 Hours of work and time off for lunch for all educational technology employees shall be established by the Executive Director of Educational Technology or designee with input from assigned supervisor(s).

Section 9.5 In the event the District directs an employee to work the entire shift, including their partial or whole lunch period, which the employee is unable to reschedule, the employee shall be compensated for the foregone lunch period time at the appropriate rate.

Section 9.6 Overtime at the rate of one and one-half (1-1/2) times the regular rate of pay shall be paid for all time worked beyond the regular weekday and/or regular workweek as defined under Sections 9.1 and 9.2 and certain holidays as provided in Article XIV, Section 14.1. Double time shall be paid for any work performed on Sunday and certain holidays as provided in Article XIV, Section 14.1.

Section 9.6.1 All overtime hours worked during any month's payroll report periods shall, when reported by the employee as required, be included in the next month's paycheck. An employee may request to have overtime hours paid in the current month's paycheck, if the hours were worked prior to the tenth calendar day of the month and a written request and time summary, approved by the department director, is submitted to payroll by the fifteenth calendar day of the month. Requests will be considered on a case by case basis and may be granted in circumstances where the employee would otherwise suffer an economic hardship, such as an inability to make a mortgage payment or taxes due. The parties understand that honoring this request is at the District's discretion and is only applicable in serious financial situations.

Section 9.7 No split shifts are permitted except as mutually agreed on by the Union, employee, and District for each job.

Section 9.8 When an employee is required to report for extra work, they shall receive no less than two (2) hours for each call and shall not be paid less hourly than is provided for in this Agreement for their classification as follows:

Section 9.8.1 If an employee is called back to work extra hours after the completion of their regular shift, a minimum of two (2) hours will be paid at the appropriate rate of pay. If an employee is contacted while off duty and directed to work, but is not required to come to a worksite to conduct such work, a minimum of one (1) hour will be paid at the appropriate rate of pay, if work is performed.

Section 9.8.2 If an employee is called to work additional hours immediately preceding their regular working period or immediately following their regular working period, the employee will be paid for the actual additional hours worked at the regular rate or the overtime rate, whichever is applicable.

Section 9.9 All employees working more than four (4) hours shall receive an uninterrupted lunch period on the employee's time consistent with Section 9.1.

Section 9.10 No shift shall be scheduled for less than two (2) hours.

Section 9.10.1 When additional hours, up to a maximum of one (1) hour at any one time, become available within a building/worksite, the hours will be first made available to current employees within the building/worksite by seniority within a job classification. This provision applies only to employees who have less than eight (8) hour shifts.

Section 9.11 Flexible Scheduling Upon supervisor's preapproval, educational technology employees may request to flex their schedules by adjusting their shift starting and stopping times

ARTICLE X – WORKING CONDITIONS (GENERAL)

within a given work week at the discretion of the District and so long as such flexible schedule does not incur overtime.

Section 9.12 Drive Time Time spent driving between work locations, as required by the District, shall be considered work time.

Section 9.13 Interns and Network Assistants It is understood that the District may use non-Bellingham School District student technology interns solely for the purpose of assisting Educational Technology staff and shall not work independently, be assigned complex or sensitive tasks and shall not substitute nor supplant the staffing of bargaining unit employees. Opportunities to work with non-District student interns are available on a voluntary basis and shall not be required.

The District may also use Bellingham School District students in an education-based program experience, provided that such use of students shall not substitute nor supplant the staffing of bargaining unit employees. It is not the intent that bargaining unit employees will be used to lead, direct, and/or instruct students in the course of their duties or assignments.

Section 9.14 Workload LMC Subcommittee The District and Union shall develop a workload committee as a subcommittee to the Labor Committee, no later than September 30, 2017. The purpose of the committee is to quantify and understand the current workload of the educational technology employees, the impact of the 1:1 student device program, and work to resolve any workload issues that may be identified.

Section 9.15 All Educational Technology staff will be provided training and certification on technology or software supported by the District and within the employee's scope of support.

ARTICLE X – WORKING CONDITIONS (GENERAL)

Section 10.1 Substitute employees filling in for absent regular employees and/or temporary employees shall receive the first step of the regular wage for the classification worked.

Section 10.2 During the summer months, forty (40) hours per week shall prevail as the workweek with the same monthly pay. Permanent part-time employees shall be offered summer employment for which they are qualified prior to the hiring of additional help.

Section 10.2.1 Each employee shall be assigned to a definite and regular shift and workweek. An employee will be given at least five (5) working days' notice prior to any permanent change in their shift assigned hours that exceeds fifteen (15) minutes; provided, however, this notice may be waived by consent of the employee, or by the District during an emergency situation. An employee will be given at least two (2) calendar weeks' notice prior to any increase or reduction in hours; exceptions to the two (2) week notice shall be handled on a case-by-case basis.

Section 10.3 When an employee does the work of another employee in case of an emergency, in addition to work performed on their own eight (8) hour shift, time spent in addition to their own

eight (8) hour shift on the extra job shall be considered overtime and will be paid for at the overtime rate. Authorization for such overtime employment must be given as follows:

Section 10.3.1 Maintenance personnel by the Buildings and Grounds Director or designee.

Section 10.3.2 Custodial personnel by the Buildings and Grounds Director or designee.

Section 10.3.3 Food service personnel by the Food Service Director or designee.

Section 10.3.4 Educational technology personnel by the Executive Director of Educational Technology or designee.

Section 10.4 Any employee replacing or assuming the duties within a higher classification shall receive the higher rate of pay effective on and including the first day.

Section 10.5 Any employee who is granted an authorized leave of absence shall be given first consideration for a job opening at their previous classification or any position for which they are qualified.

Section 10.6 No administrative representative, supervisor, teacher, volunteer, or unpaid trainee shall take the place of work persons or substitute for work persons thus depriving a person of a job. This applies to regular part-time substitutes and overtime.

Section 10.7 The District will make a good faith effort to have a minimum of two (2) employees on a graveyard shift at each building location having scheduled graveyard shifts.

Section 10.8 Each employee shall be given a job description for their position.

Section 10.9 The buildings and grounds department, with the input of the head custodian, develops and maintains the work schedule for each position at each site. Each employee is provided a copy of their schedule, and subsequent changes thereto. Current schedules will be maintained online on the District's intranet.

Section 10.10 The District agrees to provide and maintain healthy and safe working conditions, and to initiate and maintain operating practices that will safeguard employee and safety, in an effort to eliminate the potential of an on-the-job injury/illness. The District will meet with a Safety Committee, which includes the Union-selected representatives from each department to discuss health and safety.

Section 10.10.1 Any employee who believes that a condition is unsafe or hazardous must notify their immediate supervisor, in writing, stating their concerns. The supervisor shall respond to such notification within five (5) workdays. If the employee determines that the supervisor's action or response does not correct the problem, the employee may forward the hazard report to the Safety Committee for action. Every employee has the right to make a report without fear of reprisal.

Section 10.10.2 Custodians and food service employees will not be required to perform asbestos abatement or response work. Maintenance employees will not be required to perform asbestos abatement work.

Section 10.10.3 Maintenance employees will perform emergency repairs in their trade(s) as assigned. If these repairs include performing small scale/short duration asbestos response work, state-certified maintenance employees will perform the response portion of the work.

Section 10.10.4 Small asbestos response work assigned to state-certified maintenance crew workers, in their trades, will be performed per AHERA and Labor and Industries requirements. While the work is being performed, no students or unauthorized staff will be present in the affected area. Time worked for asbestos removal will be paid at time and one-half the employee's regular hourly rate. It is not the intent of this language to have a series of known small asbestos removal jobs assigned sequentially, which, in essence, would create a large job.

Section 10.11 Personnel Files The District shall, upon employee request, make their official personnel file available for inspection by the employee or their designated representative. The employee shall contact the Assistant Superintendent of Human Resources to establish a time to review said file.

The employee shall have the right to have placed in their official personnel file a rebuttal to any information contained therein, and a former employee shall have the right of rebuttal for a period not to exceed two (2) years.

Section 10.12 At least annually, employees employed to spray chemical substances shall receive a tissue test for toxicity of skin and fatty tissues; said examination to be at the District's expense for any amount not covered by the employee's medical insurance.

Section 10.13 Any employee authorized to use their vehicle during working hours shall be compensated at the IRS reimbursement rate.

Section 10.14 Use of District facilities will be conducted in accordance with District Policy and Procedures and guidelines for facility use and rentals.

Section 10.15 It shall not be the responsibility of SEIU-represented employees to provide student supervision, unless mutual agreement is reached between the employee and building administrator for any proposed instance.

Section 10.16 Inclement Weather The District shall notify employees of inclement weather or other emergency closures through local media and school messaging systems.

Non-annual employees whose shift is scheduled to start prior to the notification and who arrive to the work site prior to the notification, shall receive a minimum of two (2) hours pay at the appropriate rate of pay, or actual hours worked, whichever is greater. Non-annual employees shall be given options to make-up hours, not covered by scheduled snow days, including but not limited to: working additional time beyond regular work hours, attending trainings, or using paid vacation,

ARTICLE XI – WORKING CONDITIONS (FOOD SERVICES)

personal or emergency leave. Nothing shall preclude the Superintendent from excusing people during such days, should changing conditions warrant such action, without loss of pay.

Annual employees will make every reasonable effort to report to work for an assigned shift. During inclement weather closures, employees who are unable to report to work may use accumulated vacation time, personal leave or emergency leave. Nothing shall preclude the Superintendent from excusing people during such days, should changing conditions warrant such action, without loss of pay.

ARTICLE XI – WORKING CONDITIONS (FOOD SERVICES)

Section 11.1 All vacancies or new positions not subject to the procedures as outlined above shall be subject to the normal bid procedures under Article XIII herein of this Agreement.

Section 11.2 Food service employees shall receive consideration for successful completion of the Bellingham Technical College's food service training program or equivalent training from other institutions when applying for a position of cook/manager.

Food service employees may be provided an opportunity to attend and participate in selected workshops, conferences, and in-service classes when recommended by the Food Service Director and approved by the District. All associated costs will be reimbursed by the District consistent with Board policy.

ARTICLE XII – SENIORITY

Section 12.1 Seniority shall be defined as the employee's last beginning date of continuous employment in a permanent position within a department and/or classification as specified in Section 1.2 and 1.2.1. Seniority shall be the first consideration in all matters of job promoting, opening, layoff, and rehire, shift change, and vacation, providing the employee meets the minimum qualifications. Seniority shall be considered as follows:

- First PriorityJob Classification
- Second Priority.....Department
- Third PriorityBargaining Unit

For food service employees, ten (10) months of contracted work shall equal one (1) year of seniority service; for custodial and maintenance/grounds employees, twelve (12) months of contracted work shall equal one (1) year of seniority service.

Section 12.2 Employees hired on the same date will draw lots to determine the senior employee.

Section 12.3 Employees who change departments or classifications will retain seniority in all previous departments or classifications where they have been a permanent employee.

ARTICLE XIII – JOB VACANCIES AND BID PROCEDURE

Section 13.1 Job Posting and Job Bidding Positions vacated for any reason within classifications covered under this agreement shall be posted on the District’s online application system for at least five (5) working days prior to being permanently filled. Job postings will be sent to all represented members of the Custodial and Maintenance/Grounds Departments and lead food service employees by email and the posting will be available on the District website. Job postings shall include the job title, job location, shift hours and the projected start date of the open position.

Section 13.2 Bid Procedures Employees of the District shall be first considered for all job openings; however, promotions to lead person positions (high school head custodians and cook managers) shall not be made on the basis of seniority.

Section 13.2.1 Bid Procedure - Bidding Interested employees shall apply through the District’s online application system and request consideration, before the posting deadline. Only those employees interested in the specific openings should apply. Only the posted position will be filled as a result of the posting. Openings resulting from filling the posted position will be posted as described above.

Section 13.2.2 Educational Technology Application Procedure Interested employees shall apply using the District’s online application system. Qualifications, skill and ability of applications to be considered includes, but is not limited to, education, training, certification job performance and previous experience. Necessary qualifications shall be noted on the job description and job posting. Upon consideration of these factors, a senior and qualified employee will be awarded the position over a less qualified junior or outside applicant. An employee may be denied a transfer or promotion when there are significant and profound circumstances, relevant to the employee’s success in the new position, in the employee’s work history such as documented performance concerns or the employee has been issued disciplinary action pursuant to Section 17.4.

Section 13.3 Job Bidding - Seniority By-Pass Any employee bidding on a posted position, who was passed over in seniority, shall be given written notice of such fact prior to the date the position is to be permanently filled. Upon request of a passed-over employee, one District representative shall meet with the employee within five (5) working days of the employee's receipt of the written notice to state the District's reason for the employee's seniority being passed over. Article V, Section 5.1, shall not be applicable to this Section. An employee may be denied a transfer or promotion when there are significant and profound circumstances, relevant to the employee’s success in the new position, in the employee’s work history such as documented performance concerns or the employee has been issued disciplinary action pursuant to Section 17.4.

Section 13.4 Job Bidding - Employee on Leave Any employee on an authorized leave of absence or on sick leave who returns to work prior to the date the position is to be permanently filled, or within twenty (20) workdays of the projected start date, shall be notified of the vacancy and allowed to bid on the position, providing the employee notifies the District of any change in their current mailing address.

Section 13.5 Job Bidding - Summer Notification When any job posting is conducted outside of the school term, all school-term employees in that department shall be notified, via District phone and email messaging system, of any vacancy prior to the position being permanently filled.

Section 13.6 Promotion - Trial Service Period Any employee advanced in position shall be given a probationary period of not more than thirty (30) working days exclusive of vacation and leave time. If said employee cannot satisfactorily perform the duties of the position, they shall be returned to their former position, said judgment to be exercised fairly and in good faith. However, no determination shall be made until the employee has received on-the-job orientation in the new position administered by the District designee. The trial service period may be extended for up to thirty working (30) days based on the mutual agreement of the District and the Union.

Section 13.7 Employment Termination - Short Notice When an employee suddenly terminates their service or when it is necessary to remove an employee from a position without giving fifteen (15) days' notice, the job may be filled temporarily the first fifteen (15) days to allow time for posting.

Section 13.8 Additional Work - Right to Maximize Hours Permanent part-time employees, when qualified, shall be given first consideration over a new hire for additional work.

Section 13.9 Temporary Leave Replacement

Section 13.9.1 Temporary Leave Replacement – Short-Term Leave

- A. Positions shall be filled by first asking department employees at the work location, first in promotional order, then by seniority, to fill the position, such that there is an opportunity for each employee to move into a position with more hours or pay (ladder-up).
- B. It shall be the expectation that temporary short-term vacancies shall be filled in this ladder-up fashion unless an employee presents a compelling reason to not ladder-up (childcare issues, second job with scheduling conflicts, other scheduling conflicts, etc.)
- C. In the event that there is no one who elects to fulfill the needs of the leave within the building or department, respectively, the position will be filled by a substitute, and in the case of a Head Custodian, through the Head Custodian Substitute Pool (see Section 13.10 Head Custodian Substitute Pool).

Section 13.9.2 Temporary Leave Replacement – Long-Term Leave

- A. Head Custodians The District shall utilize the Head Custodian Substitute Pool in order to fill long-term temporary head custodian vacancies created due to long-term leave (see Section 13.10 Head Custodian Substitute Pool).
- B. Non-Head Custodian Employees Long-term temporary positions shall be filled first by asking department employees at the work location, first in promotional order, then by seniority, to fill the position, such that there is an opportunity for

each employee to move into a more desirable position (ladder-up). It shall be the expectation that temporary vacancies shall be filled in this ladder-up fashion unless an employee presents a compelling reason to not ladder-up (childcare issues, second job with scheduling conflicts, other scheduling conflicts, etc.) The open position left after the opportunity to ladder-up at the worksite shall be posted as a temporary leave replacement position.

Section 13.9.3 Temporary Leave Replacement - Additional Vacancies Created If an additional vacancy is created as a result of a permanent employee filling a temporary leave replacement position, the departmental employees at a worksite shall be allowed the opportunity to ladder-up, per Article 13.9.2.B Temporary Leave Replacement; Non-Head Custodian Employees above, but the resulting open position shall be filled by a long-term substitute.

Section 13.9.4 Temporary Leave Replacement – Educational Technology If the District determines that a temporary leave replacement is warranted, the most senior qualified employee in the next lower classification within the Educational Technology department will be chosen to fill in this position. The replacing employee’s position may be filled with a substitute.

Section 13.10 Head Custodian Substitute Pool - Purpose The purpose of the pool is to provide an easily accessible roster of current employees who are trained and available to substitute for head custodian short and long-term absences and to increase the training of current employees so they can competently substitute for head custodian positions and be more prepared for head custodial positions as they become open for bid.

Section 13.10.1 Head Custodian Substitute Pool - Structure and Application The pool list shall be open in August for the upcoming school year. Current permanent custodial employees wishing consideration to be in the pool must submit their names to the Building and Grounds Director by August 15. The ten (10) most senior applicants shall be selected for the pool for that contract year (September 1 – August 31).

Section 13.10.2 Head Custodian Substitute Pool - Required Training Employees in the pool shall be required to attend specific training which will be provided during the day. Substitutes will be provided to ensure attendance. Training will take place over two (2) to three (3) days.

Section 13.10.3 Head Custodian Substitute Pool - Assignments Assignments for temporary leave replacement coverage will be made on a rotating seniority basis. Each new opportunity will be first offered to the next most senior person after the last person who had an assignment. Calls for short-term leave assignments shall only be made if the position cannot be filled from within the building.

ARTICLE XIV – HOLIDAYS

Section 14.1 Twelve (12) month employees will be granted the following holidays without loss of pay: Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, the last workday preceding Christmas, Christmas Day, the last workday preceding New Year's Day, New Year's Day, Martin Luther King Day, Presidents' Day, the Friday of the week of Spring Break, Memorial Day, and Independence Day.

Any time worked on all paid holidays will be paid at the rate of double (2X) time.

Time worked on other holidays will be paid at the rate of one and one-half (1-1/2) times the regular rate of pay.

Section 14.2 All employees working less than twelve (12) months shall receive twelve (12) paid holidays prorated as follows: Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, Presidents' Day, the Friday of Spring Break, and Memorial Day.

Section 14.3 Time off begins at the close of the working day preceding the holiday and up to the starting time of the working day following the holiday. If a holiday falls on a Saturday or Sunday and is not observed on the workday prior to or the following workday, the employee shall be granted one (1) additional day of holiday pay unless it is mutually agreed to observe such holiday at another time. Should one of the named holidays appear during an employee's paid vacation, the employee will not be charged for a vacation day for the holiday.

ARTICLE XV – VACATION

Section 15.1 Twelve (12) month employees shall be entitled to and accrue vacation time with pay according to the following schedule:

<u>Years of Service</u>	<u>Days * Accrued/Mo.</u>	<u>Annual Accrual</u>
1 - 5 years	1.08 days/mo.	13 days/yr.
6 - 10 years	1.25 days/mo.	15 days/yr.
11 - 15 years	1.58 days/mo.	19 days/yr.
16 - 20 years	1.83 days/mo.	22 days/yr.
21 - + years	2.00 days/mo.	24 days/yr.

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

Section 15.2 All employees covered under this Agreement working less than twelve (12) months per year shall be entitled to one (1) day paid vacation according to the following schedule:

<u>Years of Service</u>	<u>Earned Vacation Days</u>	<u>Annual Accrual</u>
1 - 5 years	1 for each 18.00 days worked	10 days per year
6 - 10 years	1 for each 13.85 days worked	13 days per year
11 - 15 years	1 for each 12.00 days worked	15 days per year
16 - 20 years	1 for each 10.59 days worked	17 days per year
21 - + years	1 for each 10.00 days worked	18 days per year

Section 15.3 Upon their request, an employee may be granted additional vacation time without pay provided that the granting of the request will not be detrimental to the District's operation.

Section 15.4 The parties agree that for buildings with only two (2) custodians, no more than one (1) may be scheduled for vacation at the same time on student attendance days. To be eligible to take vacation, at least seven (7) calendar days' prior notice must be given to the Buildings and Grounds Director. Vacation requests made without the required notice may be granted on a case-by-case basis if operations are not negatively impacted. Failure to grant vacation requested without the required prior notification is not subject to the grievance procedure.

Section 15.4.1 Twelve (12) month maintenance/grounds employees will be allowed to schedule vacation as follows: Vacations shall be based on a "first-come, first-served" basis except when more than one person requests the same day/days off within one week of one another in which case vacation requests will be considered by seniority first. Resolution of vacation conflicts will be resolved in the best interest of the District by the Buildings and Grounds Director, if the parties cannot resolve the differences between themselves.

During the school year, vacations will be scheduled so that there is never less than one (1) person in any trade available at any one time except for grounds, where there should be no less than four (4). Therefore, the department will have at least one (1) journeyman from each trade and at least four (4) grounds persons available each workday.

Section 15.4.2 Educational Technology employees: On student days, vacations will be scheduled so there are never more than two (2) Tech I employees out at the same time and for other technology job classifications, no more than one employee in each classification out at the same time. For non-student days, the District may allow more Educational Technology employees in each job classification to use vacation leave based on the needs of the District. Workloads will be considered in determining vacation schedule on either student or nonstudent days, with special consideration given when workloads are lighter or heavier.

Section 15.5 When an employee quits on their own accord or is terminated, they are entitled to prorated vacation benefits above.

Section 15.6 Vacation earned during a fiscal year must be taken in the fiscal year it is earned or by the August 31 immediately following the fiscal year in which the vacation was earned. Vacation days unused as of the designated August 31 date will be lost unless the District requests the carryover of a specified number of days or the employee requests, in writing, and the District approves, in writing, the carryover of a specified number of days. PROVIDED: Employees enrolled in the PERS I Retirement Plan shall be allowed to accumulate up to two hundred forty

(240) hours of vacation time, provided such time is accumulated in the two (2) years immediately prior to retirement.

ARTICLE XVI – AUTHORIZED LEAVE AND INDUSTRIAL INSURANCE

Section 16.1 Illness, Injury, and Emergency Leave Beginning each school year, employees covered under this Agreement shall be allocated up to twelve (12) days of Illness, Injury, and Emergency leave per year. Unused Illness, Injury, and Emergency leave days shall accumulate subject to the terms and limitations of state statutes.

Permanent part-time employees shall be allocated Illness, Injury, and Emergency leave on a prorated basis. The rate will be one (1) leave day per month worked. Eleven (11) days worked per month will constitute a full month.

In accordance with RCW 49.46.210, substitute employees shall accrue one (1) hour of sick leave for every forty (40) hours worked.

Sick Leave Purpose, Definition of Family, Minimum Use and Sick Leave Conversion

Section 16.1.1 Purpose Pursuant to RCW 49.46.210, in addition to use for emergencies (16.1.5 Emergency Leave), an employee may use accrued sick leave for the following purposes:

- (i) An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
- (ii) To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and
- (iii) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- (iv) An employee is authorized to use paid sick leave for absences that qualify for leave under the domestic violence leave act, Chapter 49.76 RCW.

Section 16.1.2 Definition of Family Member The definition of family member, as defined in RCW 49.46.210, shall include:

- (a) A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- (b) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- (c) A spouse;
- (d) A registered domestic partner;
- (e) A grandparent;
- (f) A grandchild; or
- (g) A sibling.

Section 16.1.3 Sick Leave Usage Minimum Employees shall use sick leave in time increments of fifteen minutes.

Section 16.1.4 Physician Statement An employee claiming sick leave benefits for five (5) consecutive workdays or more may be required by the District to submit a written statement from the employee's health care professional that the employee's use of sick leave is for an authorized purpose.

Section 16.1.5 Emergency Leave Emergency leave shall be granted as defined in the following:

- A. The problem must have been suddenly precipitated or must be of such nature that preplanning could not relieve the necessity of the employee's absence.
- B. The problem must be one of major importance and not a mere convenience.
- C. It is not the intent of this provision to provide extension of vacations and/or holidays. If, however, due to problems outside the employee's control, an Emergency Leave day(s) is needed immediately preceding or following a vacation and/or holiday, then such leave shall be granted so long as Illness, Injury, and Emergency Leave days are available.

Applications requesting consideration for an absence under Emergency Leave shall be made on forms available in school offices and addressed to the Superintendent or designee. A completed application form for Emergency Leave shall be submitted within five (5) days after return to duty.

Section 16.1.6 Annual Conversion of Accumulated Illness, Injury, and Emergency Leave Each January, any employee who at the end of the immediately previous calendar year shall have accumulated in excess of sixty (60) days of unused Illness, Injury, and Emergency Leave may elect to convert unused Illness, Injury, and Emergency Leave earned the previous year in excess of sixty (60) days to monetary compensation at the rate of twenty-five percent (25%) of the employee's current full-time daily rate of compensation for each full day of eligible leave. Any such election shall be made by written notice to the Superintendent or designee during the month of January. Any such annual conversion of accumulated Illness, Injury, and Emergency Leave shall be subject to the terms and limitations of state statutes.

Section 16.1.7 Conversion of Illness, Injury, and Emergency Leave Upon Retirement or Death Any employee who hereafter shall retire or who shall die while employed by the District may elect (personally or by their personal representative, as appropriate) to convert accumulated unused Illness, Injury, and Emergency Leave days to monetary compensation at the rate of twenty-five percent (25%) of the employee's full-time daily rate of compensation at the time of termination from employment for each full day of eligible Illness, Injury, and Emergency Leave to a maximum of 180 days. Any such conversion of Illness, Injury, and Emergency Leave upon retirement or death shall be subject to the terms and limitations of state statutes.

Section 16.2 Pregnancy-related disability leaves will be granted for pregnancy. An employee requesting pregnancy-related disability leave shall give written notice to the District as far in advance as possible. Written request for pregnancy-related disability leave should include:

1. Anticipated date of birth
2. Estimated date leave is to begin
3. Estimated date of return from leave

The employee may continue to work until, in the judgment of the employee's physician, their work or their health is in any way impaired by their condition.

Illness, Injury, and Emergency Leave will be granted for the period of time the employee's physician verifies, in writing, the employee is disabled.

Section 16.3 Industrial Insurance For a period of absence from work due to injury or occupational disease resulting from an employee's employment with the District, the employee shall file the District's Accident Report form. Said report is available at the work site.

The District agrees to prorate an employee's Illness, Injury, and Emergency Leave to supplement industrial insurance compensation so that both combined will equal the employee's regular salary. This shall begin consistent with employee eligibility under state Labor & Industries' guidelines.

In the event of a period of absence due to injury or occupational disease resulting from an employee's employment with the District, the employee has the right to elect to either use their available Illness, Injury, and Emergency Leave or take unpaid leave for the period of absence. If the employee chooses to use unpaid leave for the period of absence, they will keep any Labor and Industries' time loss payment(s) they receive and no adjustments will be made to the employee's

Illness, Injury, and Emergency Leave bank. If the employee chooses to use their available Illness, Injury, and Emergency Leave, the employee will keep any Labor and Industries' time loss payment(s) they receive. Since the employee cannot receive both the time loss payment(s) and paid sick leave for the same period, the District will deduct an amount equivalent to the Labor and Industries' payment(s) through payroll.

Any employee who qualifies under industrial insurance shall be granted up to eighteen (18) months leave without pay upon written notification to the District as justified for recovery from injury and/or illness causing said qualification.

Section 16.4 Extended Leaves On recommendation of the Superintendent, or designee, and by approval of the Board of Directors, an unpaid leave of absence may be granted to those employees with extended illnesses or injuries, or for other personal reasons, and who have exhausted all other accrued Illness, Injury, and Emergency Leave, annual vacation, and industrial insurance (where applicable). Request for such leave must be in writing to the Superintendent, or designee.

Section 16.4.1 Said extended leave shall not exceed one (1) year.

Section 16.4.2 An employee shall submit a letter to the District not later than one (1) month prior to their scheduled return from the leave of absence stating their intention of whether to return to the District.

Section 16.4.3 Any employee who is on such leave shall be returned to a similar job in the same classification held prior to the leave of absence when released for work by a doctor, provided they are able to perform the required duties of the position.

Section 16.4.4 An employee on such leave will retain accrued Illness, Injury, and Emergency Leave, vacation time, and seniority rights. Vacation credit, seniority and Illness, Injury, and Emergency Leave will not accrue while the employee is on leave.

Section 16.4.5 Any person who is hired to fill a position vacated by an employee on leave of absence shall be hired as a temporary employee and said employee shall be subject to all provisions of this contract and participate in all benefits. If the District is notified in writing that the regular employee shall not return to work for the District, and the District chooses to fill the position, the job opening will be posted for bid.

Section 16.5 Bereavement Leave All employees are entitled to Bereavement Leave with pay for death in the immediate family as follows:

Immediate family shall include: Spouse, children, mother, father, stepmother, stepfather, grandparents, grandchildren, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or persons living in the immediate household as a member of the family.

For each death, leave shall be granted as follows:

For each death of spouse, parent, or child – five (5) days shall be allowed.

For all others – two (2) days shall be allowed.

ARTICLE XVI – AUTHORIZED LEAVE AND INDUSTRIAL INSURANCE

Three (3) additional leave days may be granted at the discretion of the Superintendent where extended travel is required.

Section 16.6 New Parent Leave Upon the birth of an employee's child, the parent who has not given birth shall be eligible to receive leave. Such leave shall not exceed two (2) days per birth and will not be charged to the employee's accumulated sick leave.

Section 16.7 Adoption Leave Adoption Leave shall be granted with pay on a temporary basis upon application to the District by either or both parents in order to complete the adoption process providing such leave does not exceed an aggregate of five (5) days in any given year. Such temporary leave may be used for court and legal procedures, home study and evaluation, and required home visitations by the adoption agency.

An employee legally adopting a child shall notify the District in writing of the intent to take Adoption Leave, stating the expected dates of commencement of leave and return to employment. Unpaid extended Adoption Leave may be granted for a period not to exceed one (1) year.

Section 16.8 Jury Duty In the event an employee is summoned to serve as a juror or appear as a witness in court or is named as a co-defendant with the District, such employee shall receive a normal day's pay for each day of required presence in court. The employee may keep any fees or payment received for such duty to help offset related expenses. In the event that an employee is a party in a court action, such employee may request a leave of absence without pay.

Section 16.9 Personal Leave Each employee shall have available two (2) personal leave days annually, per contract year. Two (2) personal days may be carried over per year, to a total maximum of four (4) personal leave days.

However, legitimate requests for personal leave which fall in conjunction with extending vacations, breaks, or holidays will be appropriate for written submission and will be considered if the purpose is not to extend the break, holiday, or vacation. Any request for leave during an excluded time will be dealt with at the discretion of the District.

Employees are encouraged to notify the District no fewer than three (3) days in advance of the date that the leave is to be taken.

Food service employees will submit a personal leave form to the Food Services Director. Custodial and Maintenance employees will submit a personal leave form to the Building and Grounds Director. No more than one (1) employee per worksite and classification, or in maintenance, one (1) employee per classification (grounds, maintenance, etc.), may schedule personal leave on any given day.

At the conclusion of the school year by June 30, non-annual employees who are not members of PERS Plan 1, shall have the option of cashing out up to two (2) unused personal leave days/hours at \$20/hour. Compensation for such leave shall be provided in the August paycheck.

At the conclusion of the school year by August 31, annual and non-annual employees, who are not members of PERS Plan 1, who complete their work year after June 30 shall have the option of

ARTICLE XVII – TERMINATION AND DISCHARGE

cashing out up to two (2) unused personal leave days/hours at \$20/hour. Compensation for such leave shall be provided in the September paycheck.

Cash out will be based upon the employee's contracted hours on the last day of work with the District each year.

Section 16.10 Employees may donate annual or sick leave to a fellow employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate their employment. Any such donation of annual or sick leave shall be subject to the terms and limitations of law.

Section 16.11 Union Leave The District will grant a total of fifteen (15) days or one hundred and twenty (120) hours per year for members to engage in Union activities that will enhance the relationship of the parties. Substitutes (where required) will be paid by the Union.

Section 16.12 Short Term Unpaid Leave Short-term unpaid leave may be granted to Food Service personnel on a case-by-case review for special circumstances. Such leave shall not be generally used for vacation purposes and must be pre-approved by the employee's supervisor.

ARTICLE XVII – TERMINATION AND DISCHARGE

Section 17.1 The District shall have the right to discipline or discharge an employee for just cause.

Section 17.2 Termination of employment by the School District shall require not less than fifteen (15) calendar days' notice.

Section 17.3 In normal circumstances, employees will give fifteen (15) calendar days' notice before terminating. In cases of emergency, that is, situations which are suddenly precipitated and over which the employee has no control, the fifteen (15)-day requirement is not necessary. When an employee resigns without giving fifteen (15) calendar days' notice (except in emergency situations) said employee forfeits all accrued benefits.

Section 17.4 The following reasons shall be just cause for immediate discharge or suspension: Substance abuse on the job, moral turpitude, theft, leaving the job site for purely personal reasons without supervisor authorization, or any cause that constitutes imminent danger to the schools, the students or equipment; in any such case the Union Representative shall be notified immediately. In all other discipline cases the District agrees to employ the principle of progressive discipline which shall be defined as:

- A. Verbal warning
- B. Written warning
- C. Suspension without pay
- D. Discharge

For employees subject to Department of Transportation testing, no prior warning notice is necessary for discipline or discharge for violation of Bellingham School District Policy/Procedure #5202.

Employees subjected to discipline may be prohibited from promoting to another position while such disciplinary concerns are ongoing. The District shall identify such ongoing concerns at the time of discipline and specify such timeline. The Union shall have the right to contest the reasonableness of the identified timeline. Disciplinary concerns may be considered ongoing until the completion of additional training and/or intervention(s) and/or demonstrated corrective behavior.

Section 17.5 Any employee who has been discharged for just cause shall be given a written statement of the specific cause for the discharge at the time of discharge or within a reasonable time thereafter.

ARTICLE XVIII – LAYOFF AND RECALL

Section 18.1 In the event the District must resort to a reduction in force, the Board will give reasonable notice to the Union prior to the layoff. The following guidelines will be observed in selecting personnel to be released from employment:

- A. Seniority shall be defined as total, continuous years of experience in the bargaining unit and by department and classification as defined in Article I.
 1. Application of Seniority for Reduction in Force (RIF) For RIF purposes, the employee's last beginning date of continuous employment in an SEIU-represented position will apply as the RIF seniority date in any classification in the bargaining unit. In the case of an employee who has an established seniority date in more than one classification or department within the bargaining unit, the date that provides for the most years of service will apply as the RIF seniority date. This does not change the application of seniority in any other provisions of this agreement.
- B. Staff reduction shall be determined according to seniority with dismissal beginning with the employee with the least seniority within the job classification, then by department, and last by bargaining unit.
- C. If no present job classification remains for a specific employee, then the employee shall exercise seniority in any lesser position in their current department.
- D. If no job classification exists within their current department, then the employee shall exercise seniority in any lesser position in the bargaining unit, if qualified.
 1. Qualifications for Bumping into Another Department or Classification An employee potentially subject to RIF can meet the minimum qualifications for bumping into a position outside of their current classification or department, including an entry level position:
 - a. by exercising a departmental seniority date for a position for which they are qualified;

- b. by demonstrating previous documented training and/or relevant experience in the other skill area; or
- c. by successfully completing the standard training provided to newly-hired custodial or food service substitutes.

If a maintenance employee elects to bump an employee in another classification in the maintenance department, the district will determine, based on existing job descriptions, if the displaced employee meets the minimum qualifications for the position.

2. Process for Placing Displaced (“Bumped”) Employees To facilitate placement of employees who are subject to a reduction in force, the district will present a list of positions eligible for “bumping” and the displaced employee(s) will select a position/assignment. Additional employees displaced by this process will “bump” by seniority until no openings are available for placement. Remaining employee(s) displaced by the bumping process will be placed on the recall list.

Displaced employees can only bump into positions for which they are qualified as identified above, and are of equal or lesser hours and pay. Employees cannot bump into, or be recalled into a position that would result in an increase in hours or wages.

To expedite the bumping process, the Buildings and Grounds Director or Food Services Director and an SEIU representative will meet with, email, or call employees, in seniority order, who are displaced or “bumped” beginning with the employees whose jobs have been eliminated and progressing through those employees who are bumped from their positions.

3. Bidding Process Employees on the recall list may exercise their seniority by bidding on open positions. An employee is considered to have been “made whole” when they have returned to a position equal in step and grade, classification, and with the same number of hours as held prior to layoff.

- E. Sections B, C, and D must be followed in their normal sequence. No step may be passed over.
- F. Any employee who is reduced in hours shall exercise seniority rights for comparable positions (hours).

Section 18.2 Recall

Section 18.2.1 Recall Pool Employees released due to reduction in force shall remain in a recall pool for a period of twenty-six (26) months from the effective date of the reduction/layoff (i.e., an employee released from work on June 5, 2009 would remain in the employment pool until August 5, 2011).

Section 18.2.2 Employees in the employment pool shall be recalled if positions become available according to seniority as follows:

- a. An employee who does not accept a position in the classification they were laid off from shall lose recall rights. Such loss of recall rights shall not be cause to limit eligibility to be considered for reemployment by the district in the future.

- b. An employee who refuses to bump into a position in the department from which they were laid off (but a different classification) shall lose recall rights for positions other than their original classification upon the next refusal to recall to an open position in that department.
- c. An employee who refuses to bump into a position in a department outside of the department from which they were laid off shall have two opportunities for recall within their original department. They shall lose recall rights for positions other than their original classification after the second refusal.
- d. An employee who accepts a position in a classification other than the one from which they were laid-off or who has not been “made whole” as described in No. 3 above, shall maintain recall rights to that classification consistent with the recall provisions of this agreement.

Section 18.2.3 Substitute List Employees who are laid off, are in the recall pool, and choose to be on the substitute list shall be the first considered for substitute work in the district.

Section 18.2.4 Employees released from District employment for reasons of reduction in force or job elimination shall retain their Illness, Injury, and Emergency Leave and seniority rights while they are in the employment pool pursuant to Section 18.2.1.

ARTICLE XIX – HEALTH AND WELFARE

Section 19.1 Insurance Allotment For the 2017-18 school year, the District will contribute the sum of eight hundred twenty and 00/100 dollars (\$820.00), minus the District's retiree subsidy payment per month per full-time equivalency (FTE) toward approved vision, dental, and medical insurance premiums (hereinafter referred to as the Benefit Allocation Pool). For employee insurance benefit purposes only, an FTE is defined as total compensated hours divided by 1,440. It is understood that the FTE count is frozen at the S-275 FTEs for the purpose of generating the Benefit Allocation Pool. It is understood that individual employee total allocation shall be proportional to all compensated hours of permanent employment.

Section 19.1.1 For the 2018-19 school year, in the event the legislature hereafter specifically finds a higher net monthly state support figure than described above for insurance premium payments, the District will incorporate the higher net state support figure and recalculate on a prospective, annualized basis.

Section 19.1.2 For each year of this agreement, the District will fund the health benefits insurance pool with the same amounts it funds the insurance pool of the certificated employee association.

Section 19.2 Vision Care Insurance From each employee's monthly allotment (FTE times the net monthly state support figure), the District will first pay the premium for the District-approved vision plan.

Section 19.3 Dental Insurance From the remainder, if any, of each employee's monthly allotment, the District will next pay the premium for a District-approved dental plan if the remainder will cover the premium. The subsequent remainder, if any, will be applied to the medical insurance premium.

Section 19.4 Medical Insurance The District will next pay the remainder, if any, of the employee's monthly allotment toward the premium for a District-approved medical plan. Remaining out-of-pocket premium costs are eligible to be covered by the SEIU benefits pool or are employee-paid monthly deductions.

Section 19.5 Pooling After October 1 and the state allocation has been proportionately distributed to eligible employees, unused state insurance premium allocation funds will be pooled and distributed to remaining eligible employees with remaining out-of-pocket premium expenses.

Minimum Contribution: In conjunction with the locally funded insurance amounts contained in Section 19.1, the parties agree that employees who after pooling have no out-of-pocket costs for monthly premiums will contribute five dollars and 00/100 (\$5.00) monthly to the pool.

Section 19.6 Subject to COBRA eligibility, employees may self-pay to obtain benefits not covered by reason of insufficient hours.

Section 19.7 The parties agree, pursuant to RCW 28A.400.275 (1), to abide by state laws pertaining to school district employee benefits. The parties acknowledge that the above insurance agreements are for a term of one (1) year. The parties will reopen for the medical portion of Health and Welfare for each year of this agreement for implementation of state and federally-required changes to medical benefits, including WA State requirements of ESSB 5940.

Section 19.8 SEBB All of the provisions of Article XIX shall expire on December 31, 2019. Beginning January 1, 2020, Article XIX shall be interpreted to provide employees with the same rights and benefits conferred by SEBB. It is the parties' intent to comply with the rules and regulations of SEBB and not to provide any benefits that are beyond the minimum required by law, regulation or judicial interpretation.

Section 19.9 VEBA The District has adopted the VEBA Health Reimbursement Plan (Plan) pursuant to RCW 28A.400.210. The District agrees to contribute to the Plan on behalf of all employees defined as eligible to participate in the Plan. Each eligible employee must submit a completed and signed Membership Enrollment Form to become a Plan participant and be eligible for benefits under the Plan. The following selected contribution(s) shall be made during the term of this agreement, and the Union shall notify and re-authorize such agreement with the District annually consistent with Internal Revenue Service regulation.

Section 19.9.1 Sick Leave Contributions – Retirement or Separation from Service Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this agreement.

ARTICLE XX – GRIEVANCE PROCEDURE

- A. Purpose The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. Meetings or discussions involving grievances shall be scheduled at mutually agreeable times.
- B. Definitions
1. Grievant – A grievant is an employee or, in the case of the Union's contractual rights, the Union.
 2. Grievance – A grievance is defined as a dispute involving the interpretation or application of specific terms of this Agreement.
 3. Days – Days in this procedure are normal District office workdays.
- C. Timelines Grievances shall be processed in the following manner and within the stated time limits. Time limits provided in this procedure may be extended only by mutual written agreement.

Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within the specific or mutually extended time limits shall permit the grievant to lodge an appeal at the next step of this procedure.

Failure of the grievant (employee or Union) to present or proceed with a grievance within the specified or mutually extended time limits will render the grievance waived.

- D. Representation The grievant may waive the Union's involvement in the procedure at any step. If the grievant elects not to have Union representation, the Union shall have the opportunity to be present at the adjustment of the grievance and to make its views known or shall receive the same written responses provided to the grievant.
- E. Process

Step 1. Informal Level – Informal Submission of Grievance to Supervisor

Within twenty (20) days following the occurrence of the event giving rise to the grievance, or twenty (20) days after the event is known or reasonably should have been known, the employee shall attempt to resolve the grievance informally with the immediate supervisor. The immediate supervisor shall respond informally within ten (10) days of the employee's presentation.

Step 2. Formal Level – Written Submission of Grievance to Supervisor

If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the immediate supervisor within ten (10) days after receipt of the informal response. The written grievance shall contain:

- a. A statement of the alleged grievance including the facts upon which the grievance is based;
- b. Reference to the specific terms of the Agreement which have been allegedly violated;
- c. Issues involved; and
- d. Remedy sought.

In presenting the grievance, the employee may elect to represent themselves or be accompanied by a representative of the Union. The immediate supervisor will inform the employee and the Union in writing of the disposition of the grievance within ten (10) days of the presentation of the written grievance.

Step 3. Superintendent Level – Written Submission of Grievance to the Superintendent

- a. Individual Grievance – If the grievance is not settled at Step 2 and the employee wishes to pursue the grievance to Step 3, the employee must file the grievance in writing within ten (10) days after receipt of the immediate supervisor's written response in Step 2 above. The Superintendent, or designee, will review the grievance with the parties involved and provide a written statement of the disposition to the employee with a written copy to the Union, within ten (10) days of receipt of the grievance.
- b. Union Grievances – A grievance which the Union may have against the District, limited as aforesaid to matters dealing with the interpretation or application of terms of this Agreement relating to Union rights, shall be commenced by filing in writing (in the format of Step 2 above) with the Superintendent, or designee. Such filing shall be within twenty (20) days following the occurrence of the event giving rise to the grievance or twenty (20) days after the event is known or reasonably should have been known. The Superintendent, or designee, and the Union will have ten (10) days from the receipt of the grievance to resolve it.

Step 4. PERC Mediation – If no settlement is reached at Step 3, the Union and the District agree to formally meet with a PERC-assigned mediator in an attempt to mediate a resolution which is agreeable to both parties to proceeding to arbitration.

Step 5. Arbitration – If no settlement is reached in Step 4, the Union may request that the matter be submitted to an arbiter as hereinafter provided:

- a. Written notice of a request for arbitration shall be made to the Superintendent, or designee, within ten (10) days of the mediator's notice that the grievance cannot be resolved through mediation.
- b. Arbitration shall be limited to issue(s) involving the interpretation or application of specific terms of this Agreement.
- c. When a timely request has been made for arbitration, the parties shall attempt to select an impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten (10) days after submission of the written request for arbitration, the provisions of paragraph (d) below shall apply to the selection of an arbiter.

- d. In the event an arbiter is not agreed upon as provided in paragraph (c), above, the parties shall jointly request the American Arbitration Association to submit a panel of nine (9) arbiters. Such request shall state the issue of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the nine (9) arbiters is received, the parties shall each independently strike from the list those unacceptable arbiters and shall rank, in order of preference, the remaining arbiters. The parties shall then meet and compare their lists. From among the mutually acceptable arbiters, the one with the lowest combined preference number shall be the arbiter. In the event of a tie between two or more arbiters, a single arbiter shall be chosen by lot. In the event there are no mutually acceptable arbiters on the panel, the parties, in turn, shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbiter. The right to strike the first name from the panel shall be determined by lot.

In the event either party is dissatisfied with the credentials of the arbiters whose names are on the first panel offered by the American Arbitration Association, such party can summarily reject that panel and insist on a second panel. Selection must be made from the second panel.

- e. Arbitration proceedings shall be in accordance with the following:
1. The arbiter, once appointed, will inform the parties as to the procedures which will be followed.
 2. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request, through subpoena if necessary, such data and testimony as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days, unless mutually extended, of the closing of the record.
 3. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s) presented for arbitration which decision shall be final and binding on both parties.
 4. The arbiter shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except by mutual agreement.
 5. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance.

The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.
 6. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
 7. The arbiter shall specify in the award that the District or Union, whichever is ruled against by the arbiter, shall pay the compensation of the arbiter including necessary expenses.

8. The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic cost.
- F. Binding Effect of Award All decisions arrived at under the provisions of this Article by the representatives of the District and the Union at Steps 1, 2, and 3, or by the arbiter, shall be final and binding upon both parties, provided, however, that in arriving at such decisions neither of the parties nor the arbiter shall have the authority to alter this Agreement in whole or in part.
- G. Limits of the Arbiter The arbiter cannot order the District to take action contrary to law.
- H. No Duty to Maintain Status Quo The District has no duty to maintain the status quo or to restore the status quo pending arbitration. But if return to the status quo is ordered by the arbiter, the return shall be affected as per the arbiter's award.
- I. Freedom From Reprisal There will be no reprisals against the grievant or others as a result of their participation in this process.

ARTICLE XXI – EVALUATIONS

Section 21.1 All employees will be evaluated annually in accordance with Board policy on evaluation of classified personnel.

Section 21.2 The District shall designate a director or supervisor to complete performance evaluations for each employee in the bargaining unit. Head custodians, educational technology leads, central kitchen leads, and kitchen leads will not be required to sign final evaluations for employees under their direction. However, they will, upon request, provide information to the appropriate evaluator about job performance of employees under their direction.

Section 21.2.1 In the event that any evaluation report indicates that the employee has serious performance deficiencies in one or more areas of the evaluation, the evaluator shall develop a written plan designed to improve the employee's effectiveness in the deficient area(s). An employee under a performance improvement plan (PIP) may be prohibited from job transfer or promotion until the conclusion of the PIP.

Section 21.3 The evaluator shall meet with the employee during the fourth quarter of the current school year to review the results of the employee's written evaluation. The written evaluation should be presented to the employee as soon as possible after being written. A copy of the written evaluation will be given to the employee. Evaluation conferences conducted outside the regular workday will be compensated at the regular rate, not to exceed one-half (1/2) hour.

Section 21.4 Upon receipt of the evaluation, the employee shall have the right to attach written comments to the evaluation to be filed in the employee's district personnel file.

Section 21.5 The District will use the same criteria for evaluating each job classification.

ARTICLE XXII – PROFESSIONAL DEVELOPMENT

Section 22.1 Professional Development and Training The District and the Union affirm their commitment to an ongoing system of professional development and training that will provide opportunity for the development of the potential occupational and professional knowledge, skills and abilities of each employee. In addition, the District and Union commit to develop a training plan to train Educational Technology, Custodial, Buildings and Grounds, and Food Service staff on multiple systems to better support the needs of the District.

Employees that attend training required by the District shall be paid at their regular rate of pay for the time of the training and any fees. Employees and supervisor(s) are encouraged to work together to identify professional development needs. When a professional development need is identified, the supervisor(s) and the employee will work to collaboratively develop a training plan to provide needed professional development within a reasonable period of time.

Employee Directed Professional Development Funds:

The District shall provide a fund annually for training to members of the Educational Technology employees. This fund shall be ten thousand (\$10,000) dollars annually. Eligible expenditures must be pre-approved by the department supervisor and include:

- Cost of hiring instructors/consultants to present in-service programs/classes.
- Cost of Webinars.
- Registration, fees, meals associated with conferences or incurred in conference travel.
- Cost of course-required books/workbooks when used in conjunction with group or individual course funded by these in-service funds.
- Individual in-service maximum allowable per request is \$250.00 inclusive of course-required books/workbooks.

Registration procedures and reimbursements shall be administered in accordance with District procedure.

It is the intent of the parties to regularly review professional development needs relating to job requirements. Each department will meet to discuss ongoing needs for professional development for the department. The parties recognize the need for ongoing professional development within budget and operational needs.

The parties will review expenditures prior to August of each year with consideration of current in-service needs of the departments. If at that time there is an unencumbered balance in the Employee Directed Professional Development fund, employees may submit a request for the use of funds for their individual in-service requests that exceeded \$250.00 up to a maximum of an additional \$250.00 per person. Remaining funds will be reimbursed up to the \$250.00 on a prorated basis not to exceed the actual allowable costs incurred by the employee.

Section 22.2 Employees of the SEIU Bargaining Unit may attend vocational classes at the Bellingham Technical College (not during regular working hours) on a space available basis, as approved by the President of Bellingham Technical College. Such courses shall be in the mutual interest of the District and the employee, as determined by the Director of Building and Grounds and the employee. Written copies of such decisions shall be forwarded to the Assistant Superintendent of Human Resources and the employee. Tuition of approved classes will be paid by the District. Non-tuition expenses and materials will be the responsibility of the employee.

Upon satisfactory completion of coursework leading to the certificate, four (4) years of appropriate work under the direction of a journeyman, and successful passage of the appropriate state or craft union sanctioned journeyman examination in those crafts (where such tests are available), an employee may be considered by the District to be qualified for journeyman position openings.

Section 22.3 Employees whose job description and job duties require them to maintain a Commercial Driver's License (CDL) are subject to Department of Transportation (DOT) regulations and will be subject to controlled substances testing as outlined in Policy/Procedure #5202.

Section 22.3.1 For positions under this Agreement which require the employee to maintain a Commercial Driver's License (CDL), the District will cover in full the cost of the complete required CDL re-exam when required and when performed by the District-designated occupational medicine physician/clinic. Employees who choose to have this exam performed by another physician will not be eligible for reimbursement.

Costs associated with the acquisition of the CDL, including license fee, test fees, and initial CDL physical are at the employee's expense.

Section 22.4 Custodial Professional Development During the term of this Agreement, the District and the Union shall meet to discuss and determine a professional development plan for custodians who wish to promote to head custodian positions. Such plan will include, but is not limited to knowledge, skills, and ability (KSA's) for the position and communication skills, related to head custodian positions.

ARTICLE XXIII – GENERAL CONDITIONS

Section 23.1 Any differences in administering this Agreement over wages, hours, working conditions, and any clause contained herein shall be subject to the grievance procedure.

Section 23.2 Any clause in this Agreement that is in conflict with any federal or state law now in existence or any law or laws that may hereafter be passed by regular constitutional authorities shall be amended to conform to such laws.

Section 23.3 No clause in this Agreement shall be construed to lower any existing working conditions or benefits.

Section 23.4 Subcontracting The Board of Directors reserves the right to make any and all contracts permitted under law which in its sole discretion it deems appropriate. The District will notify the Union in writing of its intent to take before the Board the issue of any subcontracting of bargaining unit work ninety (90) days prior to any such Board meeting. Prior to any formal action by the Board, the Union will be granted a public hearing in regular Board session to present its concerns regarding any proposal to contract services.

Section 23.5 In case of temporary absence of longer than three (3) days' duration involving a lead position, i.e., head custodian, assistant head custodian, and cafeteria manager, every effort shall be made to utilize existing regular personnel, in appropriate order, prior to assigning substitutes.

Section 23.6 Staffing As part of the District's budgeting process, the District and the Union, through the labor management process, will meet annually to discuss staffing for the following school year.

ARTICLE XXIV – WAGES

Section 24.1 2019-2020 Effective September 1, 2019 the wage rates on the custodial, buildings and grounds, and educational technology wage schedules shall be increased by eight and one-half (8.5%) percent, inclusive of the IPD. Additionally, these salary schedules shall have a new step created at year 20 at 2% above the prior step.

The Food Service wage schedule and rates shall be improved consistent with the Nutrition Services Wage and Central Kitchen Development & Transition Reopener Letter of Agreement.

Section 24.2 2020-2021 Effective September 1, 2020 the wage rates on the custodial, buildings and grounds, and educational technology wage schedules shall be increased by five and one-half (5.5%) percent, inclusive of the IPD. Additionally, these salary schedules shall have a new step created at year 25 at 2% above the prior step.

The Food Service wage schedule and rates shall be improved by six (6%) percent, inclusive of the IPD for the FSI, FSII, Central Kitchen Assistant and Elementary Lead positions. The remaining food service position wage rates shall be increased by five and one-half (5.5%) percent, inclusive of the IPD.

Section 24.3 Professional Organization Stipend The District shall create a fund of \$1,000 for the purpose of school employee professional organizations. Additional organizations may be included by mutual agreement of the parties through the labor management process. Food service employees are eligible for reimbursement for membership in the Washington School Nutrition Association (WSNA), custodial, maintenance and grounds employees are eligible for reimbursement of membership in the Washington Association of Maintenance and Operations Administration (WAMOA). Each employee is eligible to be reimbursed up to \$100 per employee for this purpose.

ARTICLE XXV - LENGTH OF AGREEMENT

Section 25.1 This Agreement shall remain in full force and effect for two (2) years from September 1, 2019 to August 31, 2021.

Section 25.2 Triggered Reopener VEBA Health Mitigation Fund Should the District provide a VEBA health mitigation fund to the nonsupervisory certificated bargaining unit, the District agrees to reopen the SEIU agreement to discuss the creation of a similar VEBA agreement beginning in the 2020-21 school year.

Dated this 31 day of October 2019.

Dated this 31 day of October 2019.

Service Employees International Union Local 925


Bellingham School District #501


Keith Alex, Maintenance President


Dr. Greg Baker, Superintendent of Schools



Cynthia Dumas, Food Services Co-Vice President


Celeste Miracle, Custodial President



Robert Munson, Maintenance Vice President

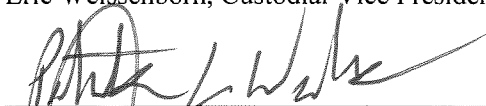

Corinne Schenck, Food Service Co-Vice President

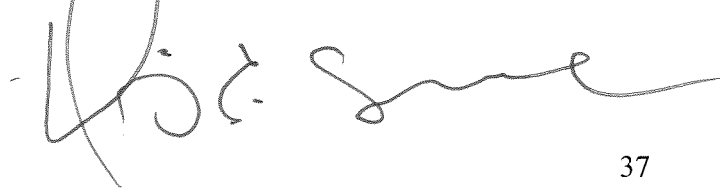

Brandon Tippy, SEIU 925 Organizer Representative


Mea Tyas, Food Services President


Greg Verbaendse, Ed Tech Co-President


Eric Weissenborn, Custodial Vice President


Patrick Wright, Ed Tech Co-President



BELLINGHAM PUBLIC SCHOOLS
SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 925
SALARY SCHEDULE
2019-20
Custodial Department

	Custodian	Custodian Graveyard	Assistant Head Custodian Middle School	Assistant Head Custodian High School	Head Custodian Elementary	Head Custodian Middle School/ Central Services	Head Custodian High School
Step 1 (Year 1)	21.14	21.42	21.42	21.94	22.76	23.67	24.24
Step 2 (Year 2)	21.74	22.04	22.07	22.60	23.45	24.40	24.96
Step 3 (Year 3)	21.93	22.23	22.24	22.74	23.64	24.56	25.17
Step 4 (Year 4)	22.08	22.37	22.39	22.94	23.84	24.74	25.33
Step 5 (Year 5)	22.25	22.54	22.58	23.11	23.98	24.93	25.54
Step 6 (Year 6)	22.46	22.76	22.77	23.35	24.24	25.19	25.79
Step 7 (Year 7)	22.68	22.97	23.02	23.58	24.49	25.42	26.05
Step 8 (Year 8)	22.93	23.21	23.25	23.82	24.73	25.69	26.31
Step 9 (Year 10)	23.14	23.45	23.49	24.05	24.97	25.95	26.58
Step 10 (Year 15)	23.38	23.69	23.73	24.29	25.22	26.21	26.84
Step 11 (Year 20)	23.85	24.16	24.20	24.78	25.72	26.74	27.38

Buildings and Grounds Department

	Maintenance Laborer Seasonal	Grounds and Maintenance Utility Annual	Maintenance Specialist Grounds	Lead Grounds	Classification by Trade: Carpenter, Painter, Electrician, Plumber, Equipment Repair	Building Automation Tech/HVAC
Step 1 (Year 1)	21.09	24.05	25.64	27.54	31.43	33.92
Step 2 (Year 2)	21.72	24.78	26.41	28.38	32.40	34.75
Step 3 (Year 3)	21.90	24.97	26.59	28.59	32.63	35.63
Step 4 (Year 4)	22.06	25.18	26.79	28.81	32.90	35.99
Step 5 (Year 5)	22.23	25.36	27.03	29.03	33.14	36.35
Step 6 (Year 6)	22.44	25.63	27.28	29.32	33.45	36.72
Step 7 (Year 7)	22.65	25.89	27.55	29.62	33.81	37.09
Step 8 (Year 8)	22.89	26.14	27.83	29.90	34.16	37.45
Step 9 (Year 10)	23.12	26.40	28.11	30.21	34.50	37.82
Step 10 (Year 15)	23.36	26.67	28.39	30.51	34.85	38.20
Step 11 (Year 20)	23.83	27.20	28.96	31.12	35.55	38.97

BELLINGHAM PUBLIC SCHOOLS
SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 925
SALARY SCHEDULE
2019-20

Food Services Department

	Food Service Assistant I	Food Service Assistant II	Central Kitchen Production Assistant	Elementary/Options Lead	Secondary Lead/Food Service Assistant III	Food Service Assistant IV	Central Kitchen Cook	Cooking Cluster Manager	Central Kitchen Lead
Step 1 (Year 1)	15.95	16.35	16.68	17.54	19.09	19.49	19.88	21.68	23.85
Step 2 (Year 2)	16.12	16.51	16.85	17.72	19.28	19.69	20.08	21.90	24.08
Step 3 (Year 3)	16.27	16.68	17.01	17.90	19.47	19.88	20.28	22.11	24.33
Step 4 (Year 4)	16.43	16.85	17.19	18.07	19.67	20.08	20.48	22.34	24.57
Step 5 (Year 5)	16.61	17.01	17.36	18.26	19.87	20.29	20.69	22.56	24.82
Step 6 (Year 6)	16.77	17.19	17.53	18.44	20.06	20.48	20.90	22.79	25.06
Step 7 (Year 7)	16.93	17.36	17.71	18.63	20.27	20.70	21.10	23.01	25.32
Step 8 (Year 8)	17.11	17.53	17.88	18.81	20.47	20.90	21.32	23.25	25.56
Step 9 (Year 9)	17.28	17.71	18.06	19.00	20.68	21.10	21.53	23.47	25.83
Step 10 (Year 15)	17.62	18.06	18.42	19.38	21.08	21.53	21.96	23.94	26.34
Step 11 (Year 20)	17.97	18.42	18.79	19.77	21.51	21.96	22.40	24.42	26.87
Step 12 (Year 25)	18.33	18.79	19.17	20.17	21.94	22.40	22.85	24.91	27.41

Technology Department

	Help Desk	Technician I	Technology Support Specialist	Technician II	Student Information Systems Technician	System Analyst	Network Administrator	Technician Lead
Step 1 (Year 1)	26.31	29.78	32.91	33.92	34.07	39.22	44.75	38.37
Step 2 (Year 2)	26.97	30.53	33.72	34.75	34.93	40.20	45.86	38.37
Step 3 (Year 3)	27.65	31.29	34.57	35.63	35.79	41.21	47.00	38.37
Step 4 (Year 4)	27.92	31.61	34.92	35.99	36.15	41.62	47.48	38.37
Step 5 (Year 5)	28.20	31.91	35.26	36.35	36.51	42.03	47.95	38.37
Step 6 (Year 6)	28.48	32.24	35.62	36.72	36.88	42.47	48.42	38.37
Step 7 (Year 7)	28.76	32.56	35.98	37.09	37.25	42.89	48.92	38.37
Step 8 (Year 8)	29.06	32.89	36.34	37.45	37.62	43.31	49.40	38.37
Step 9 (Year 10)	29.34	33.21	36.69	37.82	38.00	43.75	49.90	38.37
Step 10 (Year 15)	29.63	33.55	37.06	38.20	38.38	44.18	50.40	38.37
Step 11 (Year 20)	30.22	34.22	37.80	38.97	39.14	45.06	51.41	38.37

Network Assistant (temporary summer/project help) 70% of Tech 1 Step 1 hourly rate.
Includes 2% IPD increase for 2019-20.
SEIU substitutes are paid Step 1 of the SEIU salary schedule (if current employee, current wage scale rate will be used).

Letter of Agreement
Between
Bellingham School District
And

Service Employees International Union, Local 925

Nutrition Services Wage and Central Kitchen Development & Transition Reopener

The purpose of this Agreement is to codify the nutrition services wage and central kitchen development and transition agreement between the Bellingham School District (herein District) and the Service Employees International Union, Local 925 (herein SEIU925).

Whereas the District and SEIU925 agreed to a bargaining reopener during the term of the current Collective Bargaining Agreement for:

- (1) wage enhancements for the nutrition services work group,
- (2) central kitchen and secondary kitchen staffing structure,
- (3) central kitchen transition planning (phases) and,
- (4) central kitchen staffing transition

Therefore the following provisions are agreed and shall be implemented:

1) Nutrition Service Wage Enhancements & Professional Development

2018 Wage Scale Adjustment: All positions within the bargaining unit shall be increased by 3.1% effective September 1, 2018.

2018/2019 Professional Development: For the 2018/2019 school year only, each nutrition services employee will receive one additional day (8 hours) of pay for professional development (PD) as determined by the District or an alternative professional development opportunity related to the culinary arts and pre-approved by the supervisor. The hourly rate of pay will be based on the employee rate of pay at the time of the PD.

2019 Wage Scale Adjustment: After the completion of a wage study that spanned Whatcom, Skagit, and Island Counties, the District and the SEIU925 have agreed to implement the wage schedule attached to this Agreement for the 2019/2020 contract year, commencing on September 1, 2019, not including the Implicit Price Deflator (IPD) inflationary adjustment which shall be added once the IPD rate is finalized and published by the State.

Additional Years: Additional wage increases beyond the 2019/2020 contract year for the nutrition services work group shall be determined through negotiation of the successor collective bargaining agreement commencing in the winter/spring of 2019.

New Job Titles/Wage Rates: The following new job titles shall be placed on the wage schedule consistent with the description below.

- Central Kitchen Lead: 10% above the 18/19 Cooking Cluster Manager rate,
- Central Kitchen Cook: 2% above the 18/19 Food Service Assistant IV rate,
- Central Kitchen Production Assistant: 2% above the 18/19 FS Assistant II rate,
- Secondary Kitchen Lead equal to the 18/19 FS Assistant III rate

The rates above are effective at the start date of the identified employees in the positions above at the central kitchen and Secondary Lead position.

2) **Central Kitchen and Secondary Kitchen Staffing Structure**

Central Kitchen	Secondary Kitchen (non-Cluster)
Central Kitchen Leads	Secondary Lead
Central Kitchen Cooks	Food Service Assistant II
Central Kitchen Production Assistants	Food Service Assistant I

The District retains the right to determine staffing in the operation of its food services program. However, in order to provide District food service employees with confidence regarding hours of positions during the transition to a central kitchen model, the District agrees to maintain the following staffing levels through the transition of the second high school to a serving kitchen model. The District and the SEIU925 agree that the Central Kitchen and Secondary Schools (excluding cluster kitchens), shall be staffed with at least the minimum staffing hours as defined below. It is further understood that the minimum staffing will be maintained through 2020-21 school year, i.e. transition of the second high school kitchen.

Central Kitchen

- Central Kitchen Manager

The Employer agrees that it does not intend to fill this position at this time. The District commits to further discuss the development of this position including the requirements prior to filling this position and inform of the intent of whether the position would be supervisory in nature.

- Central Kitchen Leads

Each Central Kitchen Lead shall be assigned a minimum of eight (8) hours per day.

- Central Kitchen Cook

Each Central Kitchen Cook shall be assigned a minimum of seven and one half (7.5) hours per day (*and not less than the hours they worked in their previous cluster kitchen, if applicable*).

- Central Kitchen Production Assistant

Each Central Kitchen Production Assistant shall be assigned a minimum of six (6) hours per day.

Secondary Schools

- Secondary Lead

Each high school lead in the non-cluster kitchen high school shall be assigned a minimum of six and one half (6.5) hours per day. Each middle school lead's hours will be maintained at a minimum of their 2018-19 assigned hours.

- Food Service Assistant II

A new Secondary Food Service II position shall be developed at the non-cluster kitchen high school at two and one half (2.5%) above the Food Service Assistant I wage rate. Each Food Service Assistant II working in a non-cluster kitchen high school shall be assigned a minimum of three and one half (3.5) hours per day. The job description of FS II's shall include the requirement that they be trained and available to ladder-up into the Secondary Lead position when needed.

- Beginning in the 2019-20 school year, the District will establish a Food Service Assistant II position at each middle school at existing hours, provided as staffing opportunities come available it shall be the intent of the District and SEIU925 to staff Food Service Assistant II positions to at least 3.5 hours.

- Food Service Assistant I

Each new Food Service Assistant I employee working in a non-cluster kitchen high school shall be assigned a minimum of three and one half (3.5) hours per day. Beginning in the 2019-20 school year, Food Service Assistant I positions at the middle schools will be maintained at existing hours, provided as staffing opportunities come available it shall be the intent of the District and SEIU925 to staff Food Service Assistant I positions to at least 3.5 hours.

3) Central Kitchen Transition Phases

First Transition: Central Kitchen opens as Cluster // Sehome HS transitions to Secondary Kitchen

Central Kitchen Positions	Minimum Hours
Central Kitchen Lead (1)	8.0
Central Kitchen Cook (2)	7.5
Central Kitchen Production Assistant (2)	6.0

Secondary Kitchen Positions (Non-Cluster High Schools)	Minimum Hours
Secondary Kitchen Lead (1)	6.5
Food Service Assistant II (1)	3.5
Food Service Assistant I (2)	3.5

The District will coordinate training of new central kitchen staff prior to the official opening of operations. This will include selected staff being moved to the central kitchen prior to this date.

Second Transition: Second HS transitions from Cluster Kitchen to Secondary Kitchen

Central Kitchen Positions	Minimum Hours
Central Kitchen Lead (2)	8.0
Central Kitchen Cook (3)	7.5
Central Kitchen Production Assistant (3)	6.0

Secondary Kitchen Positions (Non-Cluster High Schools)	Minimum Hours
Secondary Kitchen Lead (1)	6.5
Food Service Assistant II (1)	3.5
Food Service Assistant I (2)	3.5

Third Transition: Third HS transitions from Cluster Kitchen to Secondary Kitchen

During the third transition, staffing at the Central Kitchen will be determined based on overall program and production needs. It is anticipated that staffing levels will increase at the Central Kitchen for each position and the staffing model for third high will be similar to the minimum levels in the prior transitions.

4) Central Kitchen Staffing Transition

First Transition: Central Kitchen opens as Cluster // Sehome HS transitions to Secondary Kitchen

To staff the opening of the central kitchen and the transition of Sehome High School to a serving kitchen, the District and the Union have created a modified bid process to assign personnel to new positions and resulting vacancies.

- A. The Central Kitchen Lead position will be filled by seniority from one of the existing Cooking Cluster Managers within the District. Each Cooking Cluster Manager will complete a sealed bid and return it to Human Resources by the agreed upon date and time. If more than one Cooking Cluster Manager bids on the Central Kitchen Lead, the most senior Cooking Cluster Manager will be awarded the position. If no Cooking Cluster Manager bids on the Central Kitchen Lead position the District and SEIU will meet to negotiate the terms for filling the lead position. The District will communicate the results of the bid to each building lead prior filling the other central kitchen positions.

If the Sehome High School Cooking Cluster Manager does not fill the new Central Kitchen Lead position, that employee will be offered the resulting Cooking Cluster Manager position vacated at a different high school or may choose the Sehome High School lead position or an open Food Service Assistant IV position at the applicable rate of pay and hours for that position.

- B. Two (2) Central Kitchen Cook positions will be filled by seniority from an existing Cooking Cluster Manager or Food Service Assistant IV employee. Each Cooking Cluster Manager (other than the new Central Kitchen Lead) and Food Service Assistant IV will complete a sealed bid and return it to Human Resources by the agreed upon date and time. If more than two Cooking Cluster Managers or Food Service Assistant IVs bids on the Central Kitchen Cook position, the most senior Cooking Cluster Manager(s) will be awarded the position followed by the most senior Food Service Assistant IV(s). If a Cooking Cluster Manager successfully bids on a Central Kitchen Cook position, they will be eligible to bid on any subsequent Central Kitchen Lead position(s) as a Cooking Cluster Manager.

If Central Kitchen Cook position(s) remain unfilled, the position(s) will be bid to existing Food Service Assistant III employees using the same process as described above. The District will communicate the results of the bid to each building lead prior filling the remaining central kitchen positions.

Any resulting open Food Service Assistant IV positions will be filled by existing Food Service Assistant III employees by seniority. Any remaining Food Service Assistant IV or Food Service Assistant III employees at Sehome High School will be assigned an equal (hours and pay) position within the District.

- C. Two (2) Central Kitchen Production Assistants will be filled by position/level and then seniority from existing Cooking Cluster Manager, Food Service Assistant IV, Food Service Assistant III and Food Service Assistant II at the applicable rate and hours of Central Kitchen Production Assistant. Each of the staff in these positions will complete a sealed bid and return it to Human Resources by the agreed upon date and time. If more than two of these employees bid on the Central Kitchen Production Assistant position, the most senior employee by position/level will be awarded the position(s).

If Central Kitchen Production Assistant position(s) remain unfilled, the position(s) will be bid to all remaining Food Service employees.

The District will coordinate training of new central kitchen staff prior to the official opening of operations. This will include selected staff being moved to the central kitchen prior to this date. Any temporary openings as a result will be filled consistent with the Collective Bargaining Agreement.

Second Transition: Second HS transitions from Cluster Kitchen to Secondary Kitchen

Prior to the second high school transition to the central kitchen, the District and the Union will create a modified bid process similar to the Transition I process to assign personnel to new positions and resulting vacancies with any modification agreed to by the District and Union.

Third Transition: Third HS transitions from Cluster Kitchen to Secondary Kitchen

When the third high school kitchen cluster services are transitioned to the central kitchen, the District will determine the staffing needs to efficiently operate the districtwide Food Service program. If it is determined that there will not be a need for a third Central Kitchen Lead, the remaining cluster

manager, if in their position as a cluster manager (regardless of whether or not they are working at their original cluster kitchen) prior to September 1, 2017, will be grandfathered and their salary and hours will be maintained until separation from the District. They will then be placed into a position as a Secondary Lead at their current location.

The District and the Union will create a modified bid process similar to the Transition II process to assign personnel to new positions and resulting vacancies with any modification agreed to by the District and Union.

Open Positions during Transition 1, 2 or 3

If, during the transition, a Food Service Assistant III or Food Service Assistant IV position, outside of the central kitchen, that would eventually be eliminated or vacated, it shall be filled as a temporary leave replacement position.

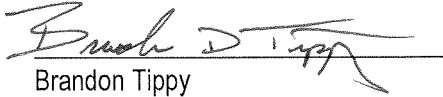
This Agreement shall be in full force and effect upon ratification and approval procedures of both parties.

For the District

For SEIU925



Dr. Greg Baker
Superintendent



Brandon Tippy
Internal Organizer

Date: 11-9-18

Date: 11-9-2018