

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 Services and Educational Technology Departments.

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

Custodial:

Custodian

Food Services:

Food Services 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

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

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 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 office.

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 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 , dures est

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.

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 XVII.

Section 6.5 Employer Investigations Should an employee be involved as a complainant of a violation of District policy, the District will inform the employee that they may request additional support from the Union and shall ask the employee if they want the District to notify union leadership of their complaint.

ARTICLE VII – HOURS OF WORK

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 All employees working more than four (4) hours shall receive an uninterrupted lunch period on the employee's time consistent with Section 7.1. 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 an employee's regular schedule shift ends any time after 12:00 a.m. it shall be considered a graveyard shift.

All custodians performing duties on the graveyard shift shall be paid at a rate equal to middle school assistant head custodians 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. Maintenance employees working a graveyard shift shall be paid at a premium rate equal to fifty (\$0.50) cents per hour above their regular rate of pay. If overtime would result from their job assignment, such overtime rate shall be based on the resulting premium rate, if applicable.

Section 7.4 Hours of work and time off for lunch for all employees shall be established by the department director or designee with recommendation from the lead employee (if applicable). 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 at the appropriate rate.

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 XI, Section 11.1. Double time shall be paid for any work performed on Sunday and certain holidays as provided in Article XI, Section 11.1. 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 No shift shall be scheduled for less than two hours per day.

Section 7.9.1 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.

ARTICLE VII – HOURS OF WORK

Middle School Kitchen Positions	Minimum Hours	Contracted Days
Secondary Kitchen Lead (1)	5.5	182
Food Services Assistant II (1)	3.5	182
Food Services Assistant I (1)	2.0	182

Elementary Kitchen Positions	Minimum Hours	Contracted Days
Elementary Kitchen Lead (1)	4.25	182
Food Services Assistant II (1)	2.0	182

All food services sites, including 3 19.8 reW* n /Span AMCQic

working days shall be posted for bid and filled as a regular position as specified under Article X of the Agreement.

Section 7.13 Food Services Adjustment to Continuing Time 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 7.14 Educational Technology Flexible Scheduling Upon supervisor's preapproval, educational technology employees may request to flex their schedules by adjusting their shift starting and stopping times within a given work week at the discretion of the District and so long as such flexible schedule does not incur overtime.

Section 7.15 Work on Non-Student Days Custodial employees may elect to continue to work the employee's normally scheduled shift on non-student days during the school year. During summer months, custodial employees may request assignment to an alternative work shift. Approval of such adjustment will be at the discretion of the District.

ARTICLE VIII – WORKING CONDITIONS

Section 8.1 Commitment to Safe Working Conditions 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 8.1.1 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.

series of known small asbestos removal jobs assigned sequentially, which, in essence, would create a large job.

Section 8.1.5 Toxicity Testing 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 8.2 Job Descriptions Each employee shall be given a job description for their position.

Section 8.3 Substitute Pay Substitute employees filling in for absent regular employees and/or

Section 8.8 Graveyard Shift Staffing 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 8.9 Personal Vehicle Use Any employee authorized to use their vehicle during working hours shall be compensated at the IRS reimbursement rate.

Section 8.10 Facility Use Use of District facilities will be conducted in accordance with District policy and procedures and guidelines for facility use and rentals.

Section 8.11 No Student Supervision 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 8.12 Personnel represented

Section 8.16 Food Services Professional Development Recognition and Training Food services 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 services employees may be provided an opportunity to attend and participate in selected workshops, conferences, and in-service classes when recommended by the Food Services Director and approved by the District. All associated costs will be reimbursed by the District consistent with Board policy.

Section 8.17 Food Services Food Handler's Permit The District will reimburse employees for the cost of renewal of the food handler's permit.

Section 8.18 Food Services Lead Orientation Food services 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 8.19 Food Services Safety Shoes Food services 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 8.20 Food Services District Provided-Clothing 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.

Section 8.21 Head Custodian Building Orientation 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 8.22 Maintenance, Grounds, and Custodial Employees Safety Shoes The District will provide up to one hundred twenty-five (\$125.00) dollars per year for each year of this Agreement for the purchase of preapproved safety shoes or other workplace footwear for the maintenance and grounds employees as well as head custodians. The \$125.00 allowance may be rolled over for up to one additional year, for a total of up to \$250.00 per two-year period. Staff receiving the reimbursement for such footwear are required to wear them while at work.

Section 8.23 Maintenance, Grounds, and Custodial Employees Rain Gear/Coveralls The District will provide appropriate rain gear and one (1) set of coveralls at each school/worksites for use by employees.

Section 8.24 Custodial Daily Work Schedules The Facilities and Sustainability Department, with the input of the head custodian, develops and maintains the work schedule for each position

applicant.

Section 10.10.1 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 Facilities and Sustainability 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 10.10.2 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 10.10.3 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 XI – HOLIDAYS

Section 11.1 Twelve (12) month employees will be granted the following fourteen (14) holidays without loss of pay:

Labor Day	New Year’s Day
Veterans’ Day	Martin Luther King Day
Thanksgiving Day	Presidents’ Day
Day After Thanksgiving Day	The Friday of the week of Spring Break
Last Workday Preceding Christmas	Memorial Day

Section 11.2 All employees working less than twelve (12) months shall receive twelve (12) paid holidays prorated as follows:

*Independence Day

Section 12.2

(

ARTICLE XIII – AUTHORIZED LEAVE AND INDUSTRIAL INSURANCE

A completed application form for Emergency Leave shall be submitted within five (5) days after return to duty.

Section 13.1.6 Annual Conversion of Accumulated Illness, Injury, and Emergency Leave Each January, any employee who at the end of the immediately previous calendar

ARTICLE XIII – AUTHORIZED LEAVE AND INDUSTRIAL INSURANCE

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 and 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

ARTICLE XIII – AUTHORIZED LEAVE AND INDUSTRIAL INSURANCE

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.

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

Section 13.6 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 13.7 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 13.8 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 13.9 Personal Leave Each annual 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.

Each school year only employee (employees working less than twelve (12) months) shall have available three (3) personal leave days annually, per contract year. Unused days shall be cumulative from year to year up to a total of five (5) days maximum in one school year. Employees will not be required to state any reason for the leave other than beyond the term "personal."

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.

ARTICLE XIII – AUTHORIZED LEAVE AND INDUSTRIAL INSURANCE

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 but not less than twenty-four (24) hours in advance of the leave. Exceptions may be made by the District due to unforeseen emergent circumstances. Employees will communicate with their direct supervisor via phone or in person. Supervisors will provide a record of approval via email.

Employees will submit a personal leave form to the department director or designee. For each department the following limitations on daily use of personal leave shall apply:

Educational technology employees, one (1) employee per classification (Tech I, Tech II, System Analyst) may use personal leave per day.

Custodial employees, one (1) employee per classification may use personal leave per work location per day.

Facilities and sustainability department employees, one (1) employee per classification (grounds, maintenance, etc.) may use personal leave per day.

Food services department employees, five (5) employees may schedule personal leave on any given day. Of the five (5) employees, no more than two (2) may be kitchen leads and no more than one (1) employee from each work location may use personal leave on the same day. Exceptions to the daily limitations may be made at the discretion of the District based on the availability of substitute employees.

Employees may request exceptions to the limitations, as noted above, due to emergent circumstances where there is little to no opportunity for preplanning.

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 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 13.10 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 13.11 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 13.12 Short Term Unpaid Leave Short-term unpaid leave may be granted to Food Services 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.

Section 13.13 Washington Paid Family & Medical Leave

13.13.1 Program Eligibility Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. The District shall use the state PFML insurance program, administered by the Washington State Employment Security Department (ESD). To be eligible for this leave, employees must have worked a minimum of 820 hours over four (4) consecutive calendar quarters and have a qualifying event. Qualifying events, eligibility for the PFML benefit, and the amount of that benefit, are determined through the ESD.

13.13.2 PFML & FMLA When a PFML-qualifying event continues after an employee's

- 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 1

Section 15.2 Recall

Section 15.2.1 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 15.2.2 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 (Bidding Process) above, shall maintain recall rights to that classification consistent with the recall provisions of this agreement.

Section 15.2.3 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 15.2.4 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 15.2.1.

ARTICLE XVI – HEALTH AND WELFARE

16.1 Health Benefits for Covered Employees The District and SEIU shall fully participate in the School Employees Benefits Board (SEBB) plans implemented by the State of Washington January 1, 2020. Sections 16.1 – 16.4 shall be interpreted consistent with the rules and regulations of SEBB.

16.2 School Employees Benefits Board (SEBB) Eligibility Employees shall be deemed eligible for full insurance coverage if they are expected to work the State mandated minimum for SEBB benefits.

Employees who are not expected to work enough hours in order to be initially eligible, but who work at least the number of hours to be eligible during the contract year, shall become

eligible to enroll for benefits in the current contract year upon reaching the eligibility threshold of hours in the month after attaining the threshold of hours and deemed eligible for the remaining contract year, so long as they maintain an employment relationship. This

ARTICLE XVII

- 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.

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 XVIII – EVALUATIONS

Section 18.1 All employees will be evaluated annually in accordance with Board policy on evaluation of classified personnel.

Section 18.2 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 18.2.1 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 18.3 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 18.4 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 18.5 The District will use the same criteria for evaluating each job classification.

ARTICLE XIX – PROFESSIONAL DEVELOPMENT

Section 19.1 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

Section 19.2 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 Facilities and Sustainability 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

DocuSigner

Brandon D. Lipps

Co

El

BELLINGHAM PUBLIC SCHOOLS
SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 925
SALARY SCHEDULE
2023-24
Food Service Positions

STEP	Food Service Assistant I	Food Service Assistant II	Central Kitchen Production Assistant	Food Service Lead	Central Kitchen Cook	Central Kitchen Lead	Central Kitchen Manager
-------------	---------------------------------	----------------------------------	---	--------------------------	-----------------------------	-----------------------------	--------------------------------

Step 1 (Year 1)	19.70	20.18					
-----------------	-------	-------	--	--	--	--	--

