



**1 SEPTEMBER 2013 - 31 AUGUST 2016**

**AGREEMENT**

**between**

**BELLEVUE SCHOOL DISTRICT, NO. 405**

**and**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925**

**TRUCK DRIVERS/WAREHOUSE PERSONNEL**



**January 2014**

## TABLE OF CONTENTS

<b>ARTICLE 1 - UNION RIGHTS</b> .....	1
1.1 Recognition.....	1
1.2 Dues Deduction .....	1
1.3 Voluntary Deduction for Committee On Political Education (COPE).....	2
1.4 Pertinent Data .....	2
1.5 Building Access .....	2
1.6 Bulletin Boards .....	2
1.7 Work Site Representative .....	3
1.8 Union Activity .....	3
1.9 Negotiations Committee .....	3
1.10 Labor/Management Committee .....	4
1.11 No-Strike/No Lockout .....	4
1.12 Mail Services .....	5
1.13 Distribution of the Agreement.....	5
 <b>ARTICLE 2 - MANAGEMENT RIGHTS</b> .....	 5
 <b>ARTICLE 3 - CONDITIONS OF EMPLOYMENT</b> .....	 6
3.1 Definition of Employees.....	6
3.2 Union Security .....	6
3.3 Probationary Period .....	7
3.4 Workday/Workweek.....	7
3.5 Overtime .....	8
3.6 Call-Back Pay .....	9
3.7 Higher Job Classification.....	9
3.8 Mileage .....	9
3.9 Uniforms and Safety Shoes .....	9
3.10 Job Description .....	9
3.11 Rehires .....	10
3.12 Nondiscrimination .....	10
3.13 Orientation .....	10
3.14 Workload .....	11
 <b>ARTICLE 4 - DISCIPLINARY ACTION</b> .....	 11
 <b>ARTICLE 5 - CHANGE OF STATUS</b> .....	 12
5.1 Seniority.....	12
5.2 Position Openings.....	12
5.3 Filling Position Openings .....	12
5.4 Reduction in Force.....	13
5.5 Recall .....	13
5.6 Voluntary Termination .....	13

<b>ARTICLE 6 - HOLIDAYS AND ANNUAL LEAVE (VACATION)</b> .....	14
6.1    Holidays.....	14
6.2    Annual Leave.....	14
<b>ARTICLE 7 - LEAVES</b> .....	15
7.1    Illness/Injury/Emergency Leave.....	15
7.2    Ceremony Leave.....	17
7.3    Personal Leave.....	18
7.4    Bereavement Leave .....	18
7.5    Leave of Absence .....	19
7.6    Civic Responsibility Leave.....	19
7.7    Military Leave .....	19
7.8    Religious Leave .....	19
7.9    Leave Without Pay .....	20
7.10   Professional Leave.....	20
<b>ARTICLE 8 - HEALTH AND WELFARE</b> .....	20
8.1    Health Insurance.....	20
8.2    Dental/Vision Insurance .....	21
8.3    Life Insurance .....	21
8.4    Retirement .....	22
8.5    Industrial Insurance .....	22
8.6    Section 125 .....	22
8.7    VEBA .....	22
<b>ARTICLE 9 - PERSONNEL FILE</b> .....	22
<b>ARTICLE 10 - PERFORMANCE EVALUATION</b> .....	23
10.1   Evaluation.....	23
10.2   Unsatisfactory Performance .....	23
10.3   Evaluation Appeal .....	24
<b>ARTICLE 11 - COMPENSATION</b> .....	24
11.1   Salary Schedule .....	24
11.2   Electronic Transfer of Pay Warrants .....	25
11.3   Lead Warehouse .....	25
11.4   Student or Casual Employee Supervision .....	26
<b>ARTICLE 12 - INSERVICE AND SAFETY TRAINING</b> .....	26

<b>ARTICLE 13 - GRIEVANCE PROCEDURE</b> .....	26
13.1 Purpose .....	26
13.2 Definition .....	26
13.3 Procedure .....	26
13.4 Time Limits .....	28
 <b>ARTICLE 14 - AFFIRMATIVE ACTION</b> .....	 28
 <b>ARTICLE 15 - LIABILITY INSURANCE</b> .....	 28
 <b>ARTICLE 16 - SUBCONTRACTING</b> .....	 29
 <b>ARTICLE 17 - UNSAFE VEHICLES</b> .....	 29
 <b>ARTICLE 18 - SAFETY REVIEW COMMITTEE</b> .....	 30
 <b>ARTICLE 19 - ENTIRE AGREEMENT</b> .....	 30
 <b>ARTICLE 20 - CONDITIONS OF THE AGREEMENT</b> .....	 30
20.1 Severability .....	30
20.2 Duration .....	30
20.3 Modification .....	30
 <b>APPENDIX A</b> .....	 32
Salary Schedule 2013-2014 .....	32
 <b>APPENDIX B</b> .....	 33
Salary Schedule 2014-2015 .....	33
 <b>APPENDIX C</b> .....	 34
Salary Schedule 2015-2016 .....	34
 <b>MEMORANDUM OF UNDERSTANDING</b> .....	 35
Alcohol and Controlled Substances Testing .....	35

AGREEMENT BETWEEN

BELLEVUE SCHOOL DISTRICT NO. 405

and

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL UNION # 925

TRUCK DRIVERS/WAREHOUSE PERSONNEL

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

**ARTICLE 1 - UNION RIGHTS**

1.1 Recognition

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

1.2 Dues Deduction

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

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

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

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

1.3 Voluntary Deduction for Committee On Political Education (COPE)

SEIU, Local 925 and the Bellevue School District agree that employees who submit a voluntarily signed authorization form for a voluntary contribution to the Union's political action fund (COPE) shall have such contribution deducted from their pay warrants by the Employer.

1.4 Pertinent Data

New and Terminated Employees

1.4.1 On a monthly basis, the District shall forward to the Union alphabetical rosters of all new and terminated employees including the employee's name, date of hire or termination, job classification, rate of pay, FTE status and work location. This information will be transmitted by hard copy or electronically. The District agrees to make available to the Union upon written request an employee's home phone number.

1.4.2 All Employees

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

1.5 Building Access

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

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

1.6 Bulletin Boards

The District shall make available suitable bulletin board space for the exclusive use of the Union for posting notices of its meetings, elections, recreational and social affairs, reports

of Union committees, and rulings and policies of the Union. Notices and announcements shall not contain anything political or reflecting adversely upon the District, any of its employees, or any labor organizations among its employees.

1.7 Work Site Representative

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

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

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

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

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

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

1.8 Union Activity

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

1.9 Negotiations Committee

A Negotiations Committee may be selected by the Union.

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

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

#### 1.10 Labor/Management Committee

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

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

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

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

#### 1.11 No-Strike/No Lockout

During the term of this Agreement, the Union and/or the employees agree not to cause or engage in any strike, slowdown, sickout, or other work stoppage. Employees who engage in any of the foregoing actions shall be subject to such disciplinary action as may



be determined by the District. Also, during the term of this Agreement, there shall be no lockout of employees covered by this Agreement by the District.

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

1.12 Mail Services

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

1.13 Distribution of the Agreement

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

**ARTICLE 2 - MANAGEMENT RIGHTS**

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

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

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

## ARTICLE 3 - CONDITIONS OF EMPLOYMENT

### 3.1 Definition of Employees

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

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

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

Intermittent Part-Time Employees: Employees who are available for employment at their choice but who none-the-less work at least forty (40) days in any twelve (12) month period.

Casual Employees: Employees called to work as needed to cover work-load fluctuations, emergency situations, or special projects.

### 3.2 Union Security

Those employees who are members of the Union on the date of ratification of this Agreement or who become members after ratification must remain members for the life of this Agreement. New employees hired subsequent to this Agreement and those employees who are not members of the Union as of the date of ratification by the Board of Directors of this Agreement must either join the Union by the end of thirty (30) days or pay an amount equal to the dues and fees of the Union as their proportionate share in the bargaining cost to the Union. If the employee does not become a member or pay an amount equal to the dues and fees of the Union, the District will, upon demand of the Union, discharge the employee.

Employees who are donating to a charity on the date of ratification of this Agreement may maintain that status during their employment with the District in this bargaining unit. In the event the employee accepts a position outside the bargaining unit and subsequently returns, the employee will be required to become a member or pay an amount equal to the dues and fees of the Union.

Provided, however, that nothing contained in this section shall require an employee to join the Union who can substantiate membership in a church or religious body that, through bona fide religious tenets or teaching, prohibits the payment of dues to union organizations, in which case the employee shall pay an amount of money equivalent to regular union dues to a non-religious charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues. The employee shall furnish written proof that such payment has

been made. Provided further that employees covered by this Agreement who decline to be members of the Union shall pay an amount of money equivalent to regular dues to the Union as a representation fee. Provided further that in accordance with various decisions of the United States Supreme Court employees who object to dues and fees being used for Union activities not directly related to representation shall pay an amount of money to the Union that is a reduction of regular dues as required under the law.

No employee will be terminated by the District for nonpayment of the regular fees and monthly dues unless the Union first has notified the employee by letter explaining that the employee is delinquent in payments and specifying the current amount of such delinquency, and warning him/her that unless such fees and/or dues are tendered within thirty (30) calendar days, he/she will be reported to the Office of the Superintendent for termination. The Union will furnish the Office of the Superintendent with a copy of the letter sent to the employee and notice that the employee has not complied with the request for payment. Such notices shall be sent to the employee and employer at the same time. The District agrees to discharge any employee who fails to fulfill his/her obligation under this Article.

### 3.3 Probationary Period

A new employee shall be subject to a ninety (90) working day probationary period commencing with his/her first (1st) compensated day of employment. The probationary period shall be extended one (1) day for each day the employee is absent for an excused or unexcused absence. Upon successful completion of the probationary period, an employee will be moved from the entry level salary to the maximum salary for his/her position. A new employee who moves to another job title in the District covered by this Agreement before completing his/her original probationary period in the job for which he/she was originally hired shall complete a sixty (60) day probationary period in the job title he/she moved to or the remainder of his/her original ninety (90) day probationary period, whichever is longer.

Any concerns regarding an employee's performance will be shared with the employee by the supervisor at the time they are identified. During this period, such employee shall be considered as being on trial subject to termination at any time at the sole discretion of the District. Discharge of an employee during the probationary period shall not be subject to the grievance procedure. All other provisions of this Agreement shall be applicable to employees on probation.

### 3.4 Workday/Workweek

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

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

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

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

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

### 3.5 Overtime

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

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

There shall be no pyramiding or compounding of overtime pay.

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

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

volunteers and has an extraordinary reason that prevents him/her from working the overtime assignment, he/she may be excused on a case by case basis upon approval of the designated District administrator.

3.6 Call-Back Pay

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

3.7 Higher Job Classification

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

3.8 Mileage

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

3.9 Uniforms and Safety Shoes

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

3.9.2 The District will annually purchase safety shoes for each employee who wishes to wear them. Style, color, and vendor(s) will be determined by the District with input from the employee(s). In lieu of direct purchase from a District-approved vendor, an employee will be reimbursed for the purchase of safety shoes up to an amount not to exceed two hundred dollars and fifty (\$250) per year; provided, however, the employee's selected pair of safety shoes must be approved for reimbursement by the District. In either case, the shoes purchased must be good, work safety shoes approved by the District.

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

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

3.10 Job Description

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

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

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

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

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

### 3.11 Rehires

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

### 3.12 Nondiscrimination

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

### 3.13 Orientation

Each new employee shall be given an orientation which includes, but is not limited to the following:

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

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

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

A full explanation of insurance plans and options.

A personal introduction to supervisory staff.

Details regarding required qualification courses and training programs.

The District agrees to inform all new employees covered by this Agreement that Service Employees International Union, Local 925, is their exclusive bargaining representative and will give them a Union membership packet provided by S.E.I.U., Local 925.

3.14 Workload

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

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

**ARTICLE 4 - DISCIPLINARY ACTION**

No employee shall be disciplined, suspended or discharged except for just cause. The District will follow a practice of progressive discipline which would normally include verbal warnings, written reprimands, and suspensions prior to termination. Progressive discipline practices will not apply where the precipitating behavior warrants immediate suspension or termination.

Discipline will occur within ten (10) workdays of the date of the event giving rise to the discipline or within ten (10) workdays of the date the District should reasonably have become aware of the event, whichever occurs later.

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

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

## ARTICLE 5 - CHANGE OF STATUS

### 5.1 Seniority

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

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

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

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

### 5.2 Position Openings

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

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

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

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

### 5.3 Filling Position Openings

Job openings will be filled by the District based on the seniority, experience, skills, ability, qualifications, and other relevant factors of the applicants for the position. The



District shall be the sole judge of experience, skills, ability, qualifications, and other relevant factors, provided such judgment is not arbitrary and capricious.

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

#### 5.4 Reduction in Force

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

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

#### 5.5 Recall

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

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

#### 5.6 Voluntary Termination

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

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

**ARTICLE 6 - HOLIDAYS AND ANNUAL LEAVE (VACATION)**

6.1 Holidays

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

<u>September</u> Labor Day	<u>February</u> President's Day
<u>November</u> Veteran's Day Thanksgiving Day Day following Thanksgiving	<u>March/April</u> Last Friday of Spring Vacation
<u>December</u> Christmas Day Day before or after Christmas Day	<u>May</u> Memorial Day
<u>January</u> New Year's Day Day before or after New Year's Day Martin Luther King, Jr. Birthday	<u>July</u> Independence Day

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

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

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

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

6.2 Annual Leave

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

- a. One to five (1-5) years of continuous employment, fourteen (14) days of annual leave shall be authorized. Annual leave will accrue at the rate of 1.16 days per month.
- b. After five years (60 months) of continuous employment, seventeen (17) days of annual leave shall be authorized. Annual leave will accrue at the rate of 1.42 days per month.

- c. After ten years (120 months) of continuous employment, nineteen (19) days of annual leave shall be authorized. Annual leave will accrue at the rate of 1.58 days per month.
- d. After fifteen years (180 months) of continuous employment, twenty-five (25) days of annual leave shall be authorized. Annual leave will accrue at the rate of 2.08 days per month.

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

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

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

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

New employees may not take annual leave until they have completed twelve (12) months of continuous service.

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

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

An employee may accrue a maximum of three hundred sixty-eight (368) unused annual leave hours. If an employee who is terminating for retirement or other reason(s) provides written notification consistent with the requirements of this section, he/she may cash out a maximum of two hundred forty (240) hours of accrued vacation.

## **ARTICLE 7 - LEAVES**

### **7.1 Illness/Injury/Emergency Leave**

Employees who are unable to work because of illness, injury, quarantine or emergencies are authorized the number of days of leave accumulated under this section. Full-time

employees accumulate one (1) day of leave for each month of their employment and part-time employees shall accumulate such leave on a pro-rata basis.

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

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

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

#### 7.1.1 Use of Leave for Illness or Injury

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

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

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

A licensed health care provider's certificate of illness or injury may be required for approval of leave for illness or injury after two (2) consecutive work days of absence.

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

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

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

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

- a. During an illness or injury which has incapacitated the employee from performing his/her duties.
- b. During the infectious period following the exposure of an employee to a contagious disease during which his/her attendance on duty would jeopardize the health of fellow employees or the public.
- c. Medical, dental, or optical appointments will be arranged in advance with the immediate supervisor.

#### 7.1.2 Use of Leave for an Emergency

Leave may be used by an employee for emergency under the following general conditions:

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

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

Written application for consideration for emergency leave will be submitted on the designated form to the Human Resources Department within ten (10) days of the employee's return from the absence.

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

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

#### 7.2 Ceremony Leave

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

- a. Marriages
- b. Graduation ceremonies
- c. Other ceremonies of an exceptional, distinctive nature.

### 7.3 Personal Leave

An employee may take two (2) days (equal to the number of hours per day employed) of leave as Personal Leave, provided said employee has at least two (2) days of accumulated leave for Illness, Injury of Emergency from which the Personal Leave shall be deducted.

It is the intention of the District and the Union that Personal Leave is not paid vacation time for employees, but is provided to allow employees to attend to matters of personal importance. The use of Personal Leave by Truck Drivers/Warehouse Personnel employees is not to exceed two employees per day district wide.

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

- a. The first five (5) or last five (5) school days of the year.
- b. The day before or after any holiday or non-student day identified on the calendar.
- c. No more than three (3) drivers can be absent at any one time for all leaves.

### 7.4 Bereavement Leave

The District shall allow up to five (5) days of paid bereavement leave in the case of the death of any relative residing in the employee's household and/or the following members of the immediate family: spouse, domestic partner, mother, father, daughter, son, brother, sister, stepfather, stepmother or stepchild, grandfather, grandmother, grandchild, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law.

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

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

#### 7.5 Leave of Absence

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

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

Seniority established at the time of departure on an approved leave of absence shall be restored when the employee returns to work provided such leave did not exceed twelve (12) months.

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

#### 7.6 Civic Responsibility Leave

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

#### 7.7 Military Leave

The District shall grant military leave pursuant to applicable law.

#### 7.8 Religious Leave

Employees whose religious affiliation requires observance of mandatory holy days on a day he/she is scheduled to work will be granted up to three (3) days leave for this purpose.

An employee desiring to take this leave may indicate on a written request for leave which of the following three options she/he wishes to exercise in connection with this leave:

- a. A deduction in salary for each day will be made from the employee's pay whether a substitute is called or not; or
- b. The employee will make up each day missed by working under the supervision of his/her immediate supervisor at a mutually agreeable time; or
- c. The employee may have the days charged to his/her allocated emergency leave.

An employee desiring to take leave for religious purposes must submit written request to his/her supervisor at least fifteen (15) days in advance of the requested leave.

Supervisors will forward all requests for such leave to the Human Resources Department.

7.9 Leave Without Pay

Application for leave without pay shall be made as far in advance of the requested leave as possible through the employee's principal/supervisor who will recommend to the Human Resources Department whether the leave should be granted. In consultation with the principal/supervisor, the Human Resources Department Office will determine the status of such leave requests and will so notify the employee. The granting of the leave will be on a case by case basis. The special circumstances or needs of the individual as well as the best interests of the educational program will be considered in making the determination to grant or deny the application. Such leaves will have no effect on seniority or benefit accrual.

7.10 Professional Leave

An employee may be allowed leave with pay to attend classes, conferences, seminars, etc., which would enhance the job performance of said employee. Prior approval must be obtained from the employee's immediate supervisor by completing a Prior Approval Form (Travel/Registration).

**ARTICLE 8 - HEALTH AND WELFARE**

8.1 Health Insurance

The total District contribution for insurance shall be calculated by adding: (a) the amount identified in the State Appropriations Act for each full-time employee multiplied by the number of full-time employees in the Union as reported on the latest State S-275 report, and (b) an amount to be negotiated between the District and the Union annually for the subsequent IRS benefit plan year. The amount identified in (b) above shall not be less than \$5,700.

All employees who are assigned for thirty-five (35) or more hours a week shall be eligible to receive a health insurance contribution.

Employees assigned to less than twenty (20) hours per week shall not be eligible for health insurance benefits.

Any remaining balance shall be applied to medical insurance. The District contribution will be allocated among employees through a pooling method that ensures the District fully expends its maximum contribution on the insurance benefit with each employee receiving up to an equal maximum amount.



The pooling method will recognize legal requirements, in accordance with ESSB 5940, to:

- Require each employee included in the pooling arrangement to pay a premium

For 2013-14, the minimum employee premium payment will be established at 7.5% of the total premium.

For 2014-15 and thereafter, the District and the Union will establish the minimum premium.

- Make progress toward employee premium changes as required by statute that would ensure that full family coverage premiums are not more than three times the employee only premium for the same plan, with the employee premium payment expected to be no less than 15% in the 2014-15 contract year to show meaningful progress towards this requirement.

Employees may select, in accordance with the rules established by the District and the insurance companies, one of the insurance plans in which there is District participation.

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

## 8.2 Dental/Vision Insurance

In accordance with the total allocation per employee as described in Section 7.1 above, the District will provide all employees assigned twenty (20) hours or more per week with dental and vision insurance, the premium of which shall be paid by the District.

## 8.3 Life Insurance

In accordance with the total allocation per employee as described in Section 7.1 above, the District shall pay on behalf of each employee assigned twenty (20) hours or more per week those premiums necessary to continue to provide a twenty thousand dollar (\$20,000) term life insurance policy and a twenty thousand dollar (\$20,000) Accidental Death insurance policy.

8.4 Retirement

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

8.5 Industrial Insurance

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

8.6 Section 125

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

8.7 VEBA

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

**ARTICLE 9 - PERSONNEL FILE**

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

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

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

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

## **ARTICLE 10 - PERFORMANCE EVALUATION**

### **10.1 Evaluation**

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

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

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

### **10.2 Unsatisfactory Performance**

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

The supervisor may place the employee on a formal performance improvement plan. The employee shall be informed of the duration of such plan, the areas of performance where the employee shall be required to improve, the performance expectations to be achieved and, if applicable, any district support to be provided to the employee. The supervisor shall meet periodically with the employee and provide the employee feedback on his/her performance during any performance improvement plan period.

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

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

### 10.3 Evaluation Appeal

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

#### STEP ONE

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

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

#### STEP TWO

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

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

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

## **ARTICLE 11 - COMPENSATION**

### 11.1 Salary Schedule

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

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

11.1.2 Employees who have temporary hourly assignments or overtime hours paid following submission of time cards shall receive all compensation owed for such services on the first pay warrant following the date such time cards are

submitted on which it is possible to include the compensation in accordance with established payroll cut off dates.

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

- A) December warrants will be issued on the first working day in January, and,
- B) In no case will the District be required to issue payroll warrants prior to the date scheduled for payment of state apportionment.
- C) However, in no case shall employees be issued the preceding month's payroll warrant later than the first working day of a month.

## 11.2 Electronic Transfer of Pay Warrants

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

## 11.3 Lead Warehouse

11.3.1 The position of Lead Warehouse Driver will be filled through Section 5.2 Position Openings of this Agreement. The Lead Warehouse Driver will receive the lead rate for all hours worked.

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

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

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

11.3.3 Move Coordinator - Any employee assigned by the designated District administrator to a Move Coordinator for a special project will receive the lead rate for all hours worked on that project. The temporary Move Coordinator will be assigned to the most senior available and willing employee.

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

11.4 Student or Casual Employee Supervision

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

**ARTICLE 12 - INSERVICE AND SAFETY TRAINING**

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

**ARTICLE 13 - GRIEVANCE PROCEDURE**

13.1 Purpose

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

13.2 Definition

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

13.3 Procedure

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

## Informal Step

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

## STEP ONE

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

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

## STEP TWO

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

Within fourteen (14) calendar days after the grievance meeting, the grievant or his/her designee shall communicate a written response to the grievant and the Union.

## STEP THREE

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

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

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

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

#### 13.4 Time Limits

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

### **ARTICLE 14 - AFFIRMATIVE ACTION**

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

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

### **ARTICLE 15 - LIABILITY INSURANCE**

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

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



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

### **ARTICLE 16 - SUBCONTRACTING**

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

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

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

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

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

### **ARTICLE 17 - UNSAFE VEHICLES**

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

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

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

## **ARTICLE 18 - SAFETY REVIEW COMMITTEE**

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

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

## **ARTICLE 19 - ENTIRE AGREEMENT**

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

## **ARTICLE 20 - CONDITIONS OF THE AGREEMENT**

### 20.1 Severability

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

### 20.2 Duration

This 2013-2016 Agreement and its attached Memorandum of Understanding shall be in full force and effect from September 1, 2013 through August 31, 2016. This beginning effective date applies to all provisions of this Agreement except where the express terms of a specific provision of this Agreement provide otherwise.

### 20.3 Modification

21.3.1 This Agreement may be modified only with the written consent of both parties.

21.3.2 Reopener: Article 8 - Health and Welfare, Section 8.1, Health Insurance; and 8.2, Dental/Vision Insurance; shall be open for negotiations on these subjects, commencing on or after June 1, of each succeeding contract year .

For the 2013-14 school year there is an increase of \$0.29 that replaces the attendance incentive, plus a 3.5% wage increase. The 2% wage increase each year for the 2014-15 and 2015-16 school years shall include any COLA provided by the State.

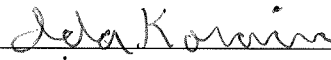
The parties have executed this Agreement this January \_\_\_, 2014.

SIGNATORIES:

FOR BELLEVUE SCHOOL DISTRICT

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

  
\_\_\_\_\_  
Ricardo Cruz

  
\_\_\_\_\_  
Ida Kovacic

  
\_\_\_\_\_  
Melissa de Vita

  
\_\_\_\_\_  
Sean Grady

  
\_\_\_\_\_  
Jack McLeod

  
\_\_\_\_\_  
Leslie Stimson

BELLEVUE SCHOOL DISTRICT NO. 405  
TRUCKDRIVER/WAREHOUSE PERSONNEL SALARY SCHEDULE  
Effective 9/1/13 - 8/31/14

Includes Attendance Incentive Rolled Into Hourly Base, \$0.29 Per Hour  
Plus 3.5% Salary Increase

Job Classification		Entry Level 90 Days Probation	Maximum
TRUCKDRIVER	Hourly	\$ 19.29	\$ 22.13
	Monthly	\$ 3,343.60	\$ 3,835.87
	Annual	\$ 40,123.20	\$ 46,030.40

LEAD WAREHOUSE DRIVER	Hourly	\$ 21.87	\$ 24.71
	Monthly	\$ 3,790.80	\$ 4,283.07
	Annual	\$ 45,489.60	\$ 51,396.80

Annual Equivalent based on 2,080 hours/year for 2013-14

**BELLEVUE SCHOOL DISTRICT NO. 405**  
**TRUCKDRIVER/WAREHOUSE PERSONNEL SALARY SCHEDULE**  
 Effective 9/1/14 - 8/31/15  
 2% Salary Increase

Job Classification		Entry Level 90 Days Probation	Maximum
<b>TRUCKDRIVER</b>	Hourly	\$ 19.68	\$ 22.57
	Monthly	\$ 3,424.32	\$ 3,927.18
	Annual	\$ 41,091.84	\$ 47,126.16
<b>LEAD WAREHOUSE DRIVER</b>	Hourly	\$ 22.31	\$ 25.20
	Monthly	\$ 3,881.94	\$ 4,384.80
	Annual	\$ 46,583.28	\$ 52,617.60

Annual Equivalents based on 2,088 hours/year for 2014-15

**BELLEVUE SCHOOL DISTRICT NO. 405**  
**TRUCKDRIVER/WAREHOUSE PERSONNEL SALARY SCHEDULE**  
 Effective 9/1/15 - 8/31/16  
 2% Salary Increase

Job Classification		Entry Level 90 Days Probation	Maximum
<b>TRUCKDRIVER</b>	Hourly	\$ 20.07	\$ 23.02
	Monthly	\$ 3,505.56	\$ 4,020.83
	Annual	\$ 42,066.72	\$ 48,249.92

<b>LEAD WAREHOUSE DRIVER</b>	Hourly	\$ 22.76	\$ 25.70
	Monthly	\$ 3,975.41	\$ 4,488.93
	Annual	\$ 47,704.96	\$ 53,867.20

Annual Equivalents based on 2,096 hours/year for 2015-16

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

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

FOR THE DISTRICT:

*M. Decker*

DATE: 6/9/14

FOR SEIU, LOCAL #925:

*Lola Korman*

DATE: 7/7/14