



AGREEMENT

between

BELLEVUE SCHOOL DISTRICT NO. 405

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL NO. 302

1 SEPTEMBER 2021 TO 31 AUGUST 2024

July 2022

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ARTICLE 1 - RECOGNITION AND JURISDICTION

- 1.1 The District agrees that the jurisdiction shall be, and the Union accepts its responsibility to represent, all of the employees of the District employed as custodial personnel as listed on the salary schedule in Appendix A of this contract, and all other employees of the District who, now or later, may be assigned primary responsibility for the duties which were being performed by any of its employees.

ARTICLE 2 - RESPONSIBILITY

- 2.1 The District and the Union recognize that each, by virtue of this contract, has responsibilities to the employees as to wages, hours, and terms and conditions of employment.
- 2.2 The above statement does not limit the responsibilities of the parties signatory to the agreement, but are part of the responsibilities and are given as examples.

ARTICLE 3 - NEGOTIATION PROCEDURE

- 3.1 Should either party to this agreement wish to inaugurate formal negotiations over changes they may wish to introduce into this agreement, it is agreed that notice of the request to bargain shall be submitted by the requesting party, and that bargaining shall commence at a mutually agreed upon time and location. In any case, at least ninety (90) days prior to the expiration of this agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment for employees within the bargaining unit covered by this agreement.
- 3.2 In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final contract between the parties may be executed without ratification by a majority of the Board and by a majority of the employees eligible to vote, and voting, in a properly conducted ratification vote on any and/or all negotiated proposals, but the parties mutually pledge that representative(s) selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

Employees selected by the Union as members of the bargaining team shall be paid their regular hourly rate while participating in joint negotiation sessions with the District. Unless a bargaining session is longer than a normal eight (8) hour day, no employee will be paid beyond an eight (8) hour day for negotiations sessions. The number of representatives for each bargaining team shall be mutually agreed upon prior to the

beginning of bargaining. The number of representatives from either the Union or District shall be no fewer than three (3).

- 3.3 If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Public Employment Relations Commission or take any other lawful measures it may deem appropriate.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 All management rights and functions, except those which are clearly and expressly limited to this agreement and/or applicable law, shall remain vested exclusively in the District. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include but are not limited to:
- 4.1.1 Full and exclusive control of the management of the school district, the supervision of all operations, the methods, process and means of performing any and all work, the control of the property and the composition, assignment, direction, and determination of the size of its working forces;
 - 4.1.2 The right to determine the work to be done by employees in the unit;
 - 4.1.3 The right to change or introduce new or improved operations, methods, means, or facilities;
 - 4.1.4 The right to hire, schedule, promote, demote, transfer, release, and lay off employees; and the right to suspend, discipline, and discharge employees for just cause; and otherwise, to maintain an orderly, effective, and efficient operation;
 - 4.1.5 The right to determine the starting and quitting time and the number of hours to be worked;
 - 4.1.6 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;
 - 4.1.7 All rights, powers, authorities, duties, and responsibilities conferred upon the District by federal and state statutes and regulations and the Constitution of Washington;
 - 4.1.8 The right to subcontract bargaining unit work, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. The right to subcontract is subject to Article 31.

ARTICLE 5 - UNION RIGHTS AND OBLIGATIONS

5.1 Upon the completion of the hiring process, the District shall provide the Union with the name, cell or home phone number, and address of any new employee, the date of such employee's employment, and the location in which the employee normally reports to work.

5.2 Pertinent Data

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, cell or home phone number, address, date of hire, job classification, work location, rate of pay and FTE status. This information will be transmitted by hard copy or electronically.

5.3 Dues Deduction

The District agrees to make payroll deductions of normal monthly Union dues and any optional Union sponsored programs upon receiving written authorization to do so from the employee on a form designed by the District for that purpose and upon having received notice from the Union of the amount to be deducted. The District shall then remit such deducted dues to the local Union by mailed check on a monthly basis. The Union shall provide the District with a list of its members, which list shall be current at all times. 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 check off of Union dues. The Union agrees to refund to the District any amounts paid to it in error on account of the check off provision upon presentation of proper evidence thereof.

5.4 Union Membership

IUOE 302 and the District understand that at the heart of our labor management relationship is the shared interest in providing the best services to the public. A strong and vibrant union provides a true partner in the labor management relationship when disagreement becomes necessary. Therefore, it is the expectation of both IUOE 302 and the District that the District and all agents and representatives of the District shall remain neutral on the issue of union membership and respect employees' decision to join and maintain membership in their exclusive professional advocacy organization, IUOE 302. To that end, all bargaining unit employees shall have the option of joining and maintaining membership in IUOE 302 upon employment with the District in a bargaining unit.

5.4.1 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 IUOE 302, following the IUOE 302 constitution and bylaws, and any and all

relevant conditions, policies and procedures. Providing such conditions have been met, IUOE 302 shall inform the District of such employee's non-member status consistent with the notification section of this Agreement, specifically Dues Deduction.

5.4.2 Non-Interference

The District remains committed to its obligations under collective bargaining laws, including chapter RCW 41.56. These commitments include recognition that it would be an unfair labor practice "to interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by this chapter" or "to control, dominate, or interfere with a bargaining representative." RCW 41.56.140. The District agrees to reinforce with its administrators and supervisors and other employees the importance of these obligations.

5.5 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. Examples of such activities include solicitation of membership, collection of dues, distribution of literature, preparation for negotiations, preparation of unfair labor practice complaints, campaigning for Union office, and soliciting employee grievances.

5.6 Building Access

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 prior to such visits and that there is no interference with employees in the performance of their duties.

5.7 Bulletin Boards

The District will make available suitable bulletin board space for the use of the Union for posting notices of its meetings, elections, recreational and social affairs, reports of Union committees, and rulings and policies of the Union. Notices and announcements shall not contain anything political or reflecting adversely upon the District, any of its employees, or any labor organizations among its employees.

5.8 Authorized Representatives

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

5.9 Use of Email

The Union will have access to the District email system for reasonable communication as delineated in the District's technology use and privacy guidelines, aligned with the support of the District's instructional initiatives.

5.10 New Employees

A Union representative or shop steward as designated by the Union shall have up to 30 minutes (or as agreed to by both the District and Union) to meet on the job and on the clock with newly hired employees. Bargaining unit employees designated by the union shall be released with pay inclusive of travel time if necessary, for meeting with the new employees as part of the regularly scheduled orientations.

ARTICLE 6 - DEFINITIONS

6.1 The general terms used in this document are defined as follows:

- “BOARD” - The Board of Directors of the Bellevue Public Schools.
- “EMPLOYEE” - An employee who is performing bargaining unit work.
- “HE” or “HIS” - To include the corollary meaning of “SHE” or “HER.”
- “DISTRICT” or “EMPLOYER” - Bellevue School District #405.
- “UNION” - International Union of Operating Engineers, Local 286.
- “DAYS” - Shall mean calendar days unless otherwise stated.

6.2 Full-Time Yearly

Employees who are scheduled to work twelve (12) months per year for a minimum of forty (40) hours per workweek are classified as full-time yearly employees and shall be paid a per annum salary based on the applicable salary schedule.

6.3 Part-Time Yearly

Employees who work on a two hundred sixty-one (261) day assignment, but less than forty (40) hours per week, shall be designated as part-time yearly employees and shall be paid a per annum salary based on the applicable salary schedule.

6.4 Regular Hourly

Employees who are given a regular assignment and who are paid on an hourly basis are classified as permanent hourly employees and shall submit hourly time cards each pay period and be paid an hourly wage based on the applicable salary schedule.

6.5 Temporary Employees

Employees who are called to work as needed are designated as temporary employees and shall be paid an hourly wage.

A temporary employee may not be employed in a specific position performing bargaining unit work for more than one hundred (100) calendar days. Should an employee work beyond one hundred twenty (120) calendar days, said employee shall be considered a regular employee.

6.6 Custodial Employees

Employees whose primary duties are for the assignment of cleaning and maintenance of school district facilities as supervised by the Custodial Services Manager or designee.

6.7 Emergency Declaration

For the purpose of this contract, an emergency is defined as “an urgent need for assistance or relief” (Merriam-Webster).

ARTICLE 7 - JOB DESCRIPTIONS

7.1 A job description shall be established for each category of employment in the bargaining unit. The Supervisor or their designee will provide each new employee with a general orientation regarding custodial services in the Bellevue School District. Each school shall have a set of job descriptions available that are reviewed annually.

The District or Union may propose a review of major job description duties and responsibilities. Should a review result in changes, both parties should agree to the changes.

For custodial employees, the building administrator and/or their designee (this may be delegated to the appropriate Lead or Supervisor) where a new employee is regularly assigned to work will provide the employee with information about work duties/expectations and hours of work.

ARTICLE 8 - SENIORITY, LAYOFF AND RECALL

8.1 Seniority Definition

8.1.1 When the word “seniority” is used in this agreement, it means the time spent as an employee of the District while performing bargaining unit work, from the original date of hire, or in the case of rehires, from the most recent date of hire, less that time, if any, spent in an unpaid leave of absence status or that was spent in layoff status. The one exception to the foregoing would be military leave and such military leave shall count as “time spent as an employee of the District while performing bargaining unit work” to build seniority in this bargaining unit.

If two (2) or more employees have the same most recent date of hire, their seniority status shall be determined by applying applicable verified experience.

8.1.2 An employee’s seniority shall be broken so that no prior period of employment shall be counted, and their seniority shall cease upon:

justifiable discharge; voluntary termination; layoff or leave of absence exceeding twelve (12) months; leaving the bargaining unit to accept a position with the District outside the bargaining unit; failure of an employee to return to work upon recall from a layoff.

Seniority does not apply to employees retired from the District who are rehired. Retire/Rehire employees work on a yearly basis and should not have any expectation about continued or re-employment with the District. Retire/rehire employees are subject to the provisions of District Policy 5001 – Hiring of Retired School Employees.

8.2 Layoff and Recall

8.2.1 District seniority within classification shall govern in case(s) of layoff or recall. The employee(s) with the least amount of seniority within the “Custodian” classification shall be the first laid off, provided all those with greater seniority, within that classification, are qualified to do the remaining work. If additional reductions are necessary, employees in the next higher classification(s) will be laid off until the required reduction is accomplished.

For salary purposes, employees who are bumped to a lower classification shall be placed vertically at the lower classification step into which they are bumped.

8.2.2 In the case of recall, the last employee laid off, provided that employee is qualified to do the work available, shall be the first to be recalled when and if the District has a job available in the employee’s layoff classification.

- 8.2.3 Employees who fail to respond to a recall notice within a calendar week after having been posted a certified mailed notice of job availability shall lose all seniority with the District and the District shall have no obligation to rehire the person.
- 8.2.4 Laid-off persons will not be recalled until persons reduced in pay classification during a layoff have had a week's opportunity to accept their old position if such position has been reestablished.
- 8.2.5 Notwithstanding the provisions of this Article, the District reserves the right and responsibility of assuring that all layoff and recall actions give due regard to requirements and intentions of federal and state laws and regulations governing equal employment opportunity and affirmative action programs.

ARTICLE 9 - ANNOUNCEMENT AND FILLING OF POSITION OPENINGS

9.1 Custodial Position Openings

- 9.1.1 The District will advertise all open positions on the District's website, with a copy sent to the union. All positions will be posted for five (5) working days before such openings are filled. No positions will be filled without a job posting. Custodial positions with the exception of the operations custodial rover position will be posted for in-district custodial applicants for five (5) working days and then posted for outside candidates if no internal custodians apply. Operations custodial rover postings will remain open until positions are filled. Positions may be re-posted at the District's discretion. The status of position openings and anticipated postings will be communicated with the Union on a monthly basis and through Labor/Management meetings.
- 9.1.2 Lateral position openings shall be filled by seniority.
- 9.1.3 Filling of promotional position openings from among current in-district applicants considered for selection will be based on, but not limited to, dependability and reliability, work performance, experience, interpersonal skills and training to be placed into the pool. The Union and District agree to have custodian involvement in the design and implementation of the Placement Pool process. Employees who have been in a custodial position, with at least a year as a Custodian will be eligible to qualify for the Placement Pool. The Union and District shall review the results of filling vacancies at their regularly scheduled Labor/Management meetings.

To qualify for the Placement Pool, employees must have completed at least one (1) of the three (3) Professional Development Class Trainings, listed in Article 19.1, to completion:

The District shall provide clear criteria, in writing, for how candidates are considered for positions, including screening. Candidates may request specific written feedback should they not qualify for a position in the Placement Pool no later than five (5) workdays after notification. They may also request a meeting with the manager/supervisor.

9.1.4

If no applicants, as identified in 9.1.3 are qualified in the Placement Pool for an open position, the District will consider candidates in the Placement Pool that have qualified for positions at a lower classification (lesser rate of pay) before considering candidates from outside the Placement Pool. If there are no qualified candidates for any position in the Placement Pool, consideration may be given to other candidates. The Union and District will meet to discuss the situation before a final recommendation is made for the promotion.

9.2 Placement Pool

Employees will be notified annually between July 31 and October 1, and upon request, of their current status in the Placement Pool. Notification will contain all positions for which the employee is considered qualified. Promotional positions will be filled with qualified applicants from the Placement Pool by seniority.

Employees can request to form a qualification plan with the manager/supervisor between October 1 and January 31 of each year, in an effort to qualify for a position in the Placement Pool.

9.3 Administrative Transfers

In the event an employee is administratively transferred into a position by the District, Human Resources shall consult with the Union prior to the transfer. Administrative transfers shall only be considered after exhausting other remedies.

ARTICLE 10 - CREDIT FOR PREVIOUS EXPERIENCE

10.1 Credit may be given for previous related experience, training, and/or skills over and above the minimum requirements for a position when, in the judgment of the District it is in the best interest of the District. Should outside experience be considered in the hiring of an employee, the District shall notify the union within five (5) workdays of the offer of employment.

ARTICLE 11 - SPECIAL PERMITS, LICENSES, CERTIFICATES

- 11.1 The District will continue to honor paying stipends for employees who held either a Grade 3 or Grade 4 boiler license and/or maintained their certification as stated in previous contracts and held prior to September 1, 2021.

ARTICLE 12 - WORKWEEK AND HOURS OF WORK

- 12.1 The standard workweek for full-time custodial employees shall be five (5) consecutive days consisting of eight (8) hours per day within an eight and one-half (8 1/2) hour period, including a thirty (30) minute uninterrupted meal period, for a total of forty (40) hours per week.

Alternate work weeks of four (4) days of ten (10) hours may be utilized in collaboration with the supervisor.

All hours worked in excess of eight (8) per day or forty (40) per week shall be paid at time-and-a-half except that there shall be no compounding of overtime. For an alternate work week of four (4), ten (10) hour days, any time worked in excess of ten (10) hours on a single day or more than forty (40) hours in a work week shall be paid at the overtime rate of time and one-half (1½) per hour.

- 12.2 A fifteen (15) minute rest period is authorized during each consecutive four (4) hours of work. Any employee scheduled or working ten (10) consecutive hours shall receive a ten (10) minute break between the eighth (8th) and ninth (9th) hour of work.
- 12.3 Hours calculated for holidays and vacations shall be considered time worked. If an employee is working a modified work schedule (4/10s) during a holiday week, the employee should enter 2 (two) hours of vacation or personal leave, or adjust their work schedule to account for the difference of 2 (two) hours that would otherwise not be compensated by the holiday.
- 12.4 When an elementary, middle or high school Lead Custodian is absent, the elementary night custodian, or middle school or high school Lead Custodian may be asked to fill the position and would be paid at the rate of the position if filling in for a higher classification of employee.
- 12.4.1 Should the night custodian have a previously scheduled medical, dental, optical or legal appointment on the day of the requested substitution, said employee will be allowed to leave for such appointment once the building has been opened and prepared for operation.
- 12.4.2 A night employee, who is provided less than twenty-four (24) hours' notice of the need to substitute on the day shift, will receive a bonus call-back of one

dollar (\$1.00) per hour for the first shift worked following the initial notice to substitute.

ARTICLE 13 - OVERTIME

- 13.1 Except in cases of emergency, all District-required overtime will be made available to the school or central office building employees in which the overtime is needed. These employees must have the skill and training required to perform said overtime. The decision to offer overtime to specific employees rests with the building principal or manager, subject to prior approval by the Operations Department. To the extent possible, overtime will be distributed on an equitable basis.

All scheduled work time in excess of forty (40) hours in any one work week or any day after eight (8) hours worked shall constitute overtime, which shall be paid at the rate of one and one-half times an employee's regular hourly rate of pay. For an alternate work week of four (4), ten (10) hour days, any time worked in excess of ten (10) hours on a single day or more than forty (40) hours in a work week shall be paid at the overtime rate of time and one-half (1½) per hour. Paid vacation and holiday time off shall be considered time worked for purposes of computing overtime. Paid sick leave and other paid time off shall not be considered time worked for purposes of computing overtime.

If issues are identified during a building inspection, the issues shall normally be addressed and corrected during regular work shift hours.

With the exception of an emergency situation, no employee shall work overtime unless approved in advance by the Operations Department. This approval will be confirmed by email. In an emergency situation the employee will contact the Operations Department to report the emergency at their earliest opportunity.

- 13.1.1 Should all the custodians at a work location decline overtime, said overtime shall be filled by the Operations Department. Should the need for overtime be known far enough in advance, the opportunity will be provided for all employees to apply for such overtime.

ARTICLE 14 - HEALTH AND WELFARE

The Bellevue School District shall be in compliance with applicable Washington State Law(s) related to healthcare benefits for school employees as established by the School Employee Benefit Board (SEBB) and as administered by the Washington State Healthcare Authority (HCA) and/or similar statewide jurisdictions.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 The purpose of this procedure is to provide a means for the orderly and expeditious adjustment of grievances of employees. The procedure shall also be used to process complaints of alleged noncompliance with Title IX of the Educational Amendments of 1972, which prohibits sex discrimination in employment.

15.2 Informal Step

Prior to filing a grievance at Step 1, the employee/Union may first meet with the supervisor to try and resolve a potential grievance. The employee may ask a union representative to be present at the meeting.

15.3 Grievance

A grievance is a claim that the express terms of this agreement have been violated by the District.

15.3.1 Step One

Within thirty (30) calendar days of the time a grievance arises, the Union representative may commit the grievance to writing, sign it, and submit it to the custodial manager. This written grievance shall include:

1) the nature of the grievance; 2) the section(s) that have been allegedly violated; and 3) the recommended solution to the grievance. A copy of the Grievance shall also be sent to Human Resources. The custodial manager shall meet with the grievant/ Union Representative in an effort to resolve the grievance. Within fourteen (14) calendar days after receipt of the grievance, the supervisor shall communicate a written response to the grievant/Union.

15.3.2 Step Two

If the grievant/Union is not satisfied with the resolution at Step One, they may, within seven (7) calendar days after receipt of the written response from Step One, submit the grievance to Human Resources. Human Resources shall meet with the grievant/Union Representative in an effort to resolve the grievance. Within fourteen (14) calendar days after receipt of the grievance, the Human Resources representative or their designee shall communicate a written response to the grievant/Union.

At the conclusion of Step Two, either the Union or District may request voluntary mediation in an attempt to resolve the grievance. Both parties must agree to mediation. In the event mediation occurs, the parties agree to suspend the timelines for submission to Step Three should there be no settlement at

mediation. The parties will select an agreed upon mediator, which may utilize the Public Employees Relations Commission or another accepted entity. The parties will evenly split the cost of the mediator, if any and bear their own costs and expenses for mediation. Should the parties reach an agreed upon mediated settlement, the grievance shall be considered resolved.

15.3.3 Step Three

If the grievance is not satisfactorily resolved at Step Two, the Union may, within ten (10) calendar days after receipt of the written response in Step Two, submit the grievance to the American Arbitration Association or a mutually agreed upon alternative for arbitration under their voluntary labor arbitration rules and within the following guidelines:

- a. The arbitrator shall limit their 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 witness called by the other.

15.4 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 16 - CLASSIFICATION

- 16.1 Each position shall be classified according to responsibilities, complexity and duties, and placed in the appropriate category on the salary schedule.
- 16.2 Should the District establish a new job classification within the bargaining unit, the District will designate a job title and the duties for the new classification. The salary for the new classification shall be subject to negotiations with the Union.

The Union and District agree to conduct a review of Custodian positions at the elementary level (including Big Picture and International) to determine if there are duties that could result in differentiation of pay, job descriptions or creation of a new classification. This review shall be conducted during the 2022-2023 school year and shall be concluded by June 1st, 2023. The Parties agree, as it relates to the results of the review and any changes specific to the review, to bargain where appropriate.

- 16.3 The following table indicates classification levels for Custodial positions:

Level	Position
Probationary	New Hires with No Experience
Custodian	After 6 months, Ops and School Assigned
Head Day	Elementary, Middle, High School, ESC, 6-12 Schools
Chief Night	Middle, High School, ESC
Floor Crew Lead	Floor Crew Lead
Floor Crew Assistant	Floor Crew Assistant

- 16.4

Employee Development and Promotion Criteria – Placement Pool

Annually each employee shall receive information indicating their current standing related to promotion eligibility. Between July 31 and October 1 of each calendar year, all employees shall have full knowledge of the following information:

- a) Seniority date related to position eligibility
- b) Notification of which position(s) the employee would be eligible for should there be a promotional opportunity
- c) Qualifications considered for promotion eligibility/ineligibility
- d) To the extent possible, positions available for promotion and anticipated position openings.

Employees considered eligible for promotion are automatically placed into a placement pool of position(s) for which they are qualified. An employee may opt-out of promotion consideration by notifying the custodial manager/supervisor at any time. Should an employee opt-out of promotional consideration, the employee may opt back in at the beginning of the first workday of the following month. Employees may only opt-out one (1) time per calendar year. Employees who are qualified for a promotional opportunity and are offered a position based upon promotional level seniority have first right of refusal for a position they may be offered and must notify the custodial supervisor/manager within 48 hours of being offered the position.

Employees who are not qualified for promotion consideration shall be notified prior to any pool candidate review no later than October 1 of each year. An employee deemed not be qualified may request a review of their qualifications before January 31 of each year. Criteria for promotion consideration shall be developed in consultation with the Union and distributed to all employees no later than July 31 of each year.

Position openings shall be filled as stipulated in Article 9, Announcement and Filling of Open Positions.

ARTICLE 17 - AFFIRMATIVE ACTION

- 17.1 The District is committed to nondiscrimination and to an affirmative action employment program. Such commitments are set forth in Board Policy 5010, Nondiscrimination and Affirmative Action and District Procedure 5010P, Nondiscrimination and Affirmative Action.

Bellevue School District *does not discriminate in any programs or activities* on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal and provides equal access to designated youth groups. The following employees have been designated to handle questions and complaints of alleged discrimination: Title IX Coordinator: Jeff Lowell, (425) 456-4010 or lowellj@bsd405.org; Section 504/ADA Coordinator: Heather Edlund, (425) 456-4156 or edlundh@bsd405.org; Civil Rights/Nondiscrimination Compliance Coordinator *Nancy Pham* 425-456-4248 or phamn@bsd405.org Mailing address for all three: 12111 NE 1st Street, Bellevue, WA 98005.

ARTICLE 18 - PAY FOR WORK PERFORMED

- 18.1 All employees performing bargaining unit work shall receive the rates and the fringe benefits agreed upon in this contract. During the school year, employees who are authorized to perform work in a classification above the employee's normal classification will receive pay at the higher classification from the first day worked.
- 18.2 For custodial employees, during summer and other non-instructional school days, a custodian who is authorized to substitute for a chief night custodian will receive pay at the higher classification for all time worked when a head custodian is not present. There shall only be one custodian designated as chief night custodian while the head day is not present.

ARTICLE 19 - TRAINING PROGRAM AND LEVEL CLASSIFICATION

19.1 Custodial Employees

The District and Union value continued training and professional development for employees. The District will conduct Professional Development Training and Refresher Classes each year, which shall be voluntary for employees to attend. Professional development and training shall be focused in three key areas;

- A) Quality, Cleaning and Maintenance
- B) Leadership, Communication and Customer Service
- C) Energy Utilization and Efficiency, Safety.

Custodial employees shall be identified and eligible to participate in the Professional Development Training program on a seniority basis.

Custodial employees shall be identified and eligible to participate in Refresher Professional Development Training Classes on a rotational basis.

Employees will receive sixty-five dollars (\$65) per month as a stipend, per class, for each Professional Development Training Class they have attended and have completed the requirements.

Stipends will begin in the month the class was completed. Follow-up audits for class requirements will be conducted within two (2) months of completion of the class.

All requirements to complete a class and maintain a stipend will be given in writing to employees before attending the class.

Employees will be sent a notification of when Professional Development Training Classes and Refreshers are to be scheduled and shall send notice back to the supervisor their interest in taking a class. The supervisor will notify an employee in both the third

(3rd) and fourth (4th) years since they have last taken a class.

Refresher classes will be scheduled during normal regular breaks and communicated at least one month in advance. If additional classes are needed to complete a rotation, they will be scheduled at alternate times of the year that minimize the impact on the custodial operations. The District will ensure Professional Development Training Class availability for new employees that have not had the opportunity to attend a class. Probationary employees shall only be offered training if no regular employees are missing this training and spots are available.

Refresher Classes must be attended every four (4) years in order to maintain certification for a monthly stipend.

19.2 The District will hire employees into an entry level pool identified as Probationary Custodian. Probationary Custodians shall be given basic training as identified in the following:

- a. District orientation through Human Resources, including electronic communications, email access, employee benefits, etc.
- b. Site orientation and job duties.
- c. Safety provisions and security training.
- d. Chemical and equipment training.
- e. Identified required online training (using the selected platform from the District).
- f. A copy of the collective Bargaining Agreement, a review of its key provisions and access to information, questions, and answers with Union Representatives.
- g. A copy of the Bellevue School District Custodial Manual

19.3 On-Going Employee Development

The District and the Union affirm their commitment to an ongoing employee development program that will provide opportunities for employees for continued growth. The goals of the program will be to 1) Further develop employee development, skills and knowledge that enhance their performance as a school district employee. 2) Enhance employee career advancement opportunities. The District will consider the most effective and economic use of employee and District resources in an effort to accomplish these common goals.

The District and the Union agree to establish an Employee Development Committee composed of a maximum of four (4) representatives appointed by the District and a maximum of four (4) representatives appointed by the Union to ensure implementation of an ongoing training program. This committee shall meet at least two (2) times per year and make recommendations through Labor/Management.

ARTICLE 20 - PROBATIONARY STATUS

- 20.1 A new custodial employee shall be subject to a one hundred eighty (180) calendar day probationary period commencing with their first (1st) compensated day of employment.
- 20.2 Part time custodial employees shall have their probationary period calculated the same as full-time custodial employees regardless of days scheduled to work.
- 20.3 During this probationary period, investigations, ratings, and examinations may be used to determine whether the appointee is qualified for permanent status or have the probationary period extended. In no case will a probationary period be extended beyond an additional sixty (60) calendar days.
- 20.4 A probationary employee may be demoted, suspended, reassigned, or dismissed at any time during the probationary period without recourse.
- 20.5 After completing an initial probationary period in a satisfactory manner, an employee shall be classified as a regular employee and be subject to demotion, suspension, or dismissal only for just cause.

ARTICLE 21 - CALL-BACK PAY

- 21.1 Call-back pay shall be assigned in those situations where an employee is called to work for a period that is not an extension of their regular assigned working time.
- 21.2 Minimum pay for calling a custodial employee back to work shall be two (2) hours pay. The two (2) hour minimum call-back shall apply as deemed necessary by the building principal or supervisor. Following completion of any call-back work, the employee may leave the work site.

All call-back time will be compensated at time and a half. If the total hours worked for a call-back when combined with the regular hours worked by a custodial employee exceed either eight hours in a day or forty hours in a week, the custodial employee will be compensated in accordance with Article 12.

- 21.3 For custodial employees, a four (4) hour minimum call-back will apply to building usage by non-school groups, unless the time required is continuous from the close of the custodian's work shift where the overtime clause would then apply.

ARTICLE 22 - RETIREMENT

- 22.1 The rules and regulations of the Washington State Department of Retirement Systems, in accordance with Washington State law, shall govern the individual's participation in the program. The Payroll Office will provide applicable information.

ARTICLE 23 – CORRECTIVE ACTION, DISCIPLINE AND DISCHARGE OF EMPLOYEES

- 23.1 The District shall have the right to discipline or discharge an employee for just cause. "The issue of just cause shall be resolved in accordance with Article 23 hereinafter provided". Whenever the District has reason to correct the actions or behaviors of an employee, the correction shall be done in a reasonable manner which, whenever possible, will avoid embarrassment of the employee before other employees or the public.

The District and Union believe in the concept of Corrective Action – actions taken by the District to change the behavior of an employee. Corrective action does not automatically result in discipline but rather is focused on changing the behavior of employees to improve their conduct. Corrective action may include verbal counsel, letters of direction or disciplinary actions, including letters of reprimand, suspension and termination.

In the event of an investigative meeting, which is not disciplinary but rather intended to gather information, the employee shall be notified of the purpose of the meeting and the right to Union representation.

- 23.2 The correction or discharge of an employee by the District shall be administered on the basis of just cause.
- 23.3 Generally, corrective action and discipline shall be progressive in nature. If the alleged or perceived violation is minor without similar or related history or other additional concerns, the employee's immediate supervisor shall address the matter in an informal advisory counsel with the employee. The employee may attend this informal counseling on their own or may request that a union representative be present. The supervisor may document advisory counseling in the supervisor's records, but any matter resolved at this level shall not be a part of the employee's personnel file.
- 23.4 Non-disciplinary corrective action shall consist of the following two steps.
1. Informal counseling with employee. The supervisor may document but no written corrective action to the employee is required.
 2. Letter of Direction – Provides written direction for future conduct. A letter of direction is not disciplinary and shall be limited to copies to the supervisor and employee. Letters of direction are not part of the disciplinary record unless there is subsequent misconduct that

results in disciplinary action. Any issue that resulted in verbal counseling shall not be considered in a letter of direction after 18 months since the time of the verbal counseling.

23.5 The following steps are considered disciplinary:

1. A written reprimand. Such action shall remain in the employee's official personnel file for a period not to exceed two (2) years. At the end of the two (2) year period, should no further misconduct related to the reprimand occur, the employee may have the reprimand removed from the official personnel file.
- 2, Suspension. Should behavior related to the infraction reoccur during the two (2) year period during which a letter of reprimand is in force, the employee may be subject to suspension.
3. Termination. Should behavior related to the infraction reoccur during the two (2) year period during which a letter of reprimand and previous suspension have occurred, the employee may be subject to termination.

23.6 Corrective action documents involving serious misconduct (suspension or termination) shall not be subject to removal from the employee's personnel file unless the Union and District mutually agree, and retention of the documents is not required by law.

23.7 In the event of serious misconduct, Progressive Discipline steps may be circumvented. Serious misconduct may be subject to suspension or termination if the proven offense falls under the category of insubordination, gross misconduct, or flagrant disregard for clear and well-publicized District policies, including but not limited to sexual harassment, bullying, and/or harassment on the basis of race or other protected categories. The District may choose to place the employee on administrative leave with pay or temporary reassignment while a complete investigation of the infraction is conducted. The union will also be notified when an employee is placed on administrative leave or temporary reassignment.

23.8 Any employee being suspended or terminated shall be entitled to a full and complete written notification stating the precise reasons for the disciplinary action. Upon request, the affected employee will be entitled to a meeting with the appropriate District personnel to: (a) present the employee's side of the story, and (b) ask any clarifying questions to determine the reasons for the action taken.

ARTICLE 24 - VACATIONS

- 24.1 All vacation requests must be submitted in writing and approved in advance by the Supervisor.

Vacation requests will be made a minimum of 14 calendar days in advance and a decision made to the employee within 3 work days after receipt of the request if possible, but no more than 5 work days after receipt of the request.

Vacation requests submitted outside of these time frames may be approved on a case-by-case basis depending upon the circumstances of the employee and needs of the district.

If an employee who was on vacation is absent for three (3) consecutive workdays after the end of their approved vacation, without notifying the District as to the reason for their absence, then said employee may be considered as having voluntarily terminated. The District will send written notification of its intent to proceed with termination and will proceed with such unless the employee provides valid documentation as to why they were unable to contact the District. An employee may be reinstated if, in the judgment of the appropriate Human Resource administrator, there were extenuating circumstances which made it impossible to notify the District as to the reason for the absence. Any employee so reinstated will be returned to the appropriate position and level of benefits to which they may be entitled.

- 24.2 When it is not possible to allow more than one employee to take vacation days, seniority shall prevail when two or more employees simultaneously request the same time for a vacation. However, a senior employee cannot bump a more junior employee when the junior employee's vacation has been previously scheduled and approved. A separate process for custodial vacation requests during non-instructional times has been established to streamline management's ability to fairly and equitably grant requests. A minimum of a twenty-one-calendar day notice for submission of vacation requests is established before any one week or longer instructional breaks when school is not in session. During this time every effort will be made to meet all requests received by the deadline on a seniority basis.

Custodians at each site should alternate vacation times, if possible, to allow coverage for site specific operational needs (summer school, day care, Early and Extended Learning Programs, building use, etc.) during non-instructional dates.

- 24.3 Vacation will not be approved for more than the amount of earned leave credits.

- 24.4 Upon termination from employment with the District after six (6) months of continuous service, annual vacation pay may be allowed to the extent of the employee's accrued and unused vacation days; provided, however, an employee who fails to give two (2) weeks' notice of their intent to terminate employment shall forfeit their accrued and unused vacation days.

24.4.1 All regular employees who are scheduled to work twenty (20) hours per week or more accrue vacation credits at the rate of one (1) day for each month of continuous service if their employment is continuous for six (6) months or longer. An employee may have accrued no more than forty-four (44) days of vacation by the payroll cutoff date for the 31 August payroll; however, only a maximum of thirty (30) days may be cashed out when terminating or retiring. A vacation day will include the number of hours the employee is normally scheduled to work per day.

24.4.2 Full-time employees shall accrue at the following rates after two (2) years of continuous employment:

a. Second through fourth year of continuous employment, fourteen (14) days of annual vacation shall be authorized.

b. Fifth through ninth year of continuous employment, sixteen (16) days of annual vacation shall be authorized.

c. Tenth through fourteenth year of continuous employment, eighteen (18) days of annual vacation shall be authorized.

d. Fifteenth through nineteenth year of continuous employment, twenty (20) days of annual vacation shall be authorized.

e. Twentieth through twenty-fourth year of continuous employment, twenty-five (25) days of annual vacation shall be authorized.

f. Twenty-fifth year of continuous employment and thereafter, twenty-eight (28) days of annual vacation shall be authorized.

Those employees who received their Custodian 1 or 2 training level before September 1, 1990, will also receive a stipend of \$75/month or \$50/month respectively. This provision will sunset upon separation of said employees from the District.

24.5 Regular hourly employees scheduled to work more than twenty (20) hours per week shall be eligible for vacation accrual on a prorated basis. Temporary employees are not eligible for vacation accrual.

24.6 Employees shall be eligible for a one-time cash out of up to three (3) days of vacation at the employee's regular hourly rate. The request for vacation cash out must be received no later than June 30, 2022.

ARTICLE 25 - HOLIDAYS

25 .1 The following legal holidays, in addition to four other holidays designated by the Board, shall be paid holidays for all full-time and part-time yearly employees and all other permanent employees scheduled to work thirty (30) hours per week or more when the holiday falls within their assignment period. Any employee doing authorized work on these paid holidays shall be paid, in addition, at the regular overtime rate.

New Year's Day; Martin Luther King, Jr. Birthday; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; Christmas Day.

25.2 The above legal holidays and four other holidays designated by the Board shall apply to temporary employees and regular employees working less than thirty (30) hours per week but without pay.

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

ARTICLE 26 – LEAVES OF ABSENCE

26.1 General Leave Accrual

26.1.1 Full-time and part-time yearly employees are authorized twelve (12) days to be used for illness, injury, or emergencies as of 1 September for the ensuing twelve (12) months, plus accumulated leave credits.

26.1.2 Year-round employees are authorized one (1) day per each month of their employment period as of 1 September for the ensuing twelve (12) months, plus accumulated leave credits. A leave day will include the number of hours the employee is regularly scheduled to work per day.

26.1.3 Less than year-round employees are authorized one (1) hour of leave per every twenty-two (22) working hours of the employment period as of 1 September for the ensuing twelve (12) months, plus accumulated leave credits.

26.1.4 The unused portion of such leave shall accumulate from year to year.

26.1.5 Employees will be compensated for unused sick leave in accordance with applicable law.

26.1.6 Unused leave credits shall be received from other school districts in the state of Washington.

26.2 General Leave

The District and Union share a mutual belief that the person best suited to perform the duties of their position is the regular employee. We value the commitment and contributions our employees make on behalf of our students. To that end, regular attendance is a critical aspect for employees to be able to perform their duties and support the educational mission of the District.

Employees who are unable to work because of illness, injury, quarantine or emergencies are authorized the number of days of General 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 General Leave on a pro-rata basis. General Leave credits shall be cumulative from year to year.

The following leaves shall be deducted from your cumulative General Leave balance: illness, injury, emergency, personal, ceremony and religious leave.

Employees and/or their beneficiaries shall be compensated annually and upon separation or death for unused General 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.

Leave sharing will be permitted in accordance with State law and District policy.

26.2.1 Use of Leave for Illness or Injury

Illness, injury or disability shall be reported at the beginning of any period of leave to the District by the employee or a person acting for them.

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 three (3) consecutive workdays of absence.

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

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

Employees 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 General Leave up to the amount of their earned credit consistent with State workers compensation provisions. Any overpayments shall be returned by the employee.

Employees may elect to combine the time loss benefit with their available vacation and/or General Leave payments in accordance with State law.

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 their duties.
- b) During the infectious period following the exposure of an employee to a contagious disease during which their attendance on duty would jeopardize the health of fellow employees or the public.
- c) For the purpose of medical, dental, or optical appointments if arranged in advance with the immediate supervisor.

26.2.2 Use of Leave for an Emergency

Emergency Leave shall be designated by the District for it to be used. Should a school or District closure be determined, Employees who are unable to work may take General Leave accumulated under this section for the number of days designated eligible by the District. This designation of Emergency Leave does not require any preapproval. If an employee has a personal emergency, the employee may be able to use personal leave to address the issue as stated in Article 26.2.4.2.

26.2.3 Ceremony Leave

One day of General Leave per year shall be granted under this Section for matters directly involving the employee's family. An employee desiring to take Ceremony Leave must submit written notification to their supervisor at least ten (10) business days in advance of the leave date(s) requested. Such leave shall 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

26.2.4 Personal Leave

26.2.4.1 Preapproval:

An employee may take up to three (3) days (equal to the number of hours per day employed) of General Leave as Personal Leave, provided said employee has at least three (3) days of accumulated General Leave from which the Personal Leave shall be deducted. Personal leave may be granted in increments of two (2) hours, with an understanding that most Personal Leave requests of two (2) hours may not result in substitute coverage for the absence. Wherever possible, preapproval shall be required for the use of Personal Leave except as designated in 26.2.4.2. Generally, requests for Personal Leave should be submitted to the employee's supervisor no later than ten (10) business days prior to the date of the requested leave. Some circumstances may dictate flexibility with advanced notification. In such instances, the employee should communicate the request for Personal Leave as soon as possible.

Personal Leave is intended to be used to address personal business that can only be attended to during normal work hours. Personal Leave is not intended to be used to extend a vacation.

Applications for Personal Leave shall be granted **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 identified on the calendar.
- c) When such scheduled leave would result in the absence of more than one custodial staff member at the elementary and middle school or more than two custodial staff members at the high school, unless approved by the supervisor.
- d) When the number of substitutes requested in any one-day District-wide to cover Personal Leave exceeds three (3), unless approved by the supervisor.

26.2.4.2 Submission After an Absence:

Personal Leave may also be used in the event an employee has personal circumstances that meet the following criteria:

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

Written application for consideration for personal leave will be submitted on the designated form to the Human Resources Department within thirty (30) days of the employee's return from the absence.

The form will require an explanation of the personal situation causing an absence.

The decision regarding whether the leave will be considered as personal leave will be transmitted to the employee within ten (10) business days of the receipt of the request. During the period prior to a decision being made, no deduction from pay will occur.

26.2.5 Bereavement Leave

Bereavement Leave is defined as leave for the purpose of mourning the death of a family member or others. Bereavement Leave is intended to be applied in a timely manner related to the death of the individual. The District has established a time frame of thirty (30) days from the time of death to be considered eligible for Bereavement Leave. Bereavement Leave will be granted and paid by the District. Bereavement leave shall be non-cumulative and shall not be deducted from the employee's accumulated General Leave.

It is understood that sometimes a memorial service, funeral or other activity may occur later than one month after the death. In such cases, the District may grant the Bereavement Leave, provided there is sufficient documentation to account for the time of the memorial service. Employees who serve as executors to an estate or have other legal considerations may use Personal Leave to take care of affairs of the deceased.

The District may allow up to five (5) days per event of paid bereavement leave for the death of an employee's family member.

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

In situations where serious personal complications 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 26.3 of this Article.

Generally, Bereavement Leave requests shall be granted with an understanding that a request may not automatically result in five (5) days of leave taken as bereavement. Should there be a concern regarding the appropriate use of Bereavement Leave, Human Resources may require specific documentation related to the bereavement request.

26.3 Leave of Absence

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

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, except for (d) medical disability leave, which will be twenty-four (24) months.

When an employee returns from leave of absence not exceeding twelve (12) months, with the exception of item (d) above, the employee shall be reinstated in a position equivalent in duties and wages to that which they had at the time their request for a leave of absence was approved, if a vacancy exists. If a vacancy does not exist, the employee will be placed on a waiting list subject to recall by seniority for positions for which they are qualified.

An employee who fails to return at the end of their approved leave of absence will be considered resigned from the District.

26.4 Civic Responsibility Leave

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

There will be no deduction in the employee's compensation for jury duty or subpoena, provided the employee is not the plaintiff or defendant in an action.

26.5 Military Leave

The District shall pay the employee their regular salary for the purpose of discharging military reserve obligations as required by State and/or Federal law.

An employee who enlists, is inducted, or recalled to active duty, shall be granted a leave of absence without pay for the period of their military service and shall be reinstated to their former or comparable position, provided application for such position has been made to the District within ninety (90) days after the expiration of such military service.

26.6 Religious Leave

Employees planning to participate in a religious observance(s) on a scheduled work day shall be granted up to three (3) days leave for this purpose.

The employee shall have the days charged to their allocated General Leave.

An employee desiring to take leave for religious observance must submit written notification to their supervisor at least ten (10) business days in advance of the leave date(s) requested. Supervisors will forward all notifications of such leave to the Human Resources Department.

26.7 Leave Without Pay

Employees may use Leave Without Pay should no other provisions of General Leave in Article 26 apply. Requests for Leave Without Pay must follow the following steps to be considered for approval:

- a) Application for leave without pay shall be made as far in advance of the requested leave as possible through the employee's principal/supervisor.
- b) The principal/supervisor will acknowledge receipt of the request and submit to the Human Resources Department.
- c) In consultation with the principal/supervisor, the Human Resources Department will review the request, including exploring other leave options that may be available to the employee.
- d) The granting of Leave Without Pay shall be on a case-by-case basis.
- e) Leave Without Pay requests for the first five (5) or last five (5) school days of the year shall not be granted unless 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.
- f) The employee shall be notified no later than five (5) business days after receipt by Human Resources whether or not the Leave Without Pay request has been approved.

26.8 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. Professional leave is district paid and is not deducted from the employee's General Leave. Prior approval must be obtained from the employee's immediate supervisor by completing a Prior Approval Forms.

26.9 Leave Exceptions

Unusual or extraordinary circumstances may exist with an individual employee regarding leave requests. In such cases, Human Resources will notify the Union of the situation and will make every effort to mitigate the situation with the employee.

ARTICLE 27 - PERFORMANCE EVALUATION

- 27.1 Upon completion of the one hundred eighty (180) day probationary status, and annually thereafter, a performance evaluation report shall be accomplished for each classified employee. The District and the Union agree that the primary purpose of an evaluation is the improvement of performance. Three essential elements of the evaluation process are fairness, communication and objectivity, which are to be used as guiding principles by the manager/supervisor.
- 27.1.1 Employees shall be evaluated by August 31st annually of each year. By the end of June annually, the employee may complete a self-evaluation as part of the evaluation process.
- 27.1.2 Material used in the employee's evaluation is to be of a factual nature and based upon actual observation and documentation whenever possible. Evaluations incorporate compliments and suggestions for improvements. Any concerns related to an employee's performance will be brought to the employee in a timely manner to provide the employee with an opportunity to demonstrate an acceptable level of performance or improvement prior to a written evaluation where practical.
- 27.1.3 The employee will be allowed five (5) workdays to review their evaluation prior to giving verbal and /or written responses to the Custodial Manager or Human Resources. The employee may request to meet with the supervisor to discuss their evaluation, including the self-evaluation, if an employee voluntarily completed one. The meeting shall occur no later than fifteen (15) workdays after the employee has requested to meet.
- 27.1.4 The original, signed evaluation, along with any written attachment(s), will be placed in the employee's personnel file and a copy will be given to the employee. An evaluation is a valid document even if the employee refuses to sign.
- 27.1.5 Performance evaluations following, but not including the first evaluation after the completion of the one hundred eighty (180) days probationary status, shall be subject to Sections 27.2 and 27.3, below.

27.2 Unsatisfactory Performance

If an employee's performance is deemed to be unsatisfactory at any time, the supervisor/designee shall meet with the employee to discuss performance concerns and expectations for improvement.

The Custodial Manager/supervisor may place the employee on a Performance Improvement Plan for up to 90 days. The Union will be notified in writing of such

action. A written summary of the plan will typically address matters such as the duration of the plan, the areas of performance where the employee will be required to improve, the performance expectations to be achieved, and, if applicable, any district support to be provided to the employee. The Custodial Manager/supervisor will meet regularly with the employee and provide the employee feedback on their performance during any Performance Improvement Plan period. The details and duration of the plan are matters for management discretion based on the individual circumstances.

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 a conclusion is reached that the employee has not successfully met the expectations of the plan, a meeting will be held with the employee to discuss the matter. Following the meeting, the employee will be subject to having their employment terminated. Such decision or any matter covered in Article 27 shall not be subject to any further challenge or appeal and is specifically excluded from Article 15, Grievance Procedure unless there is a procedural issue that is identified.

An employee who has not successfully completed their performance improvement plan will be given an opportunity to meet with the appropriate Human Resources administrator to present any reason they might have as to why they should not be terminated.

Nothing in this Article 27 shall be construed to prevent an employee from being discharged or disciplined for misconduct or for other reasons that are distinct from the performance of assigned duties.

ARTICLE 28 – SALARY

28.1 Salary Schedule

Salaries and increments will be paid employees in accordance with the attached schedule listed in Exhibits A.

2021-2022 School Year

Increase for the 2021-2022 contract year shall include state pass-through percentage amount for IPD (2%) increases for educational employees, plus 5% increase applied to the salary schedule (reflected in 2021-2022 salary schedule and base rate of pay).

In addition, fifty-nine (59) cents per hour is added to the base hourly wage as a result of the elimination of the attendance bonus from the previous agreement and moving this expenditure to base salary for all employees in the bargaining unit. Fourteen (14) cents per hour is added to the base hourly wage as a result of ending the training relationship with the IUOE Training Trust and moving this expenditure to base salary for all employees in the bargaining unit.

2022-2023 School Year

Increase for the 2022-2023 contract year shall include state pass-through percentage amount for IPD increases for educational employees.

2023-2024 School Year

Increase for the 2023-2024 contract year shall include state pass-through percentage amount for IPD increases for educational employees or 3% increase applied to the salary schedule, whichever is greater.

28.1.1 Longevity Steps

For the 2021-2022 School Year the Salary Schedule longevity steps will be listed at *Years 1-4, *Years 5-9, *Years 10-14, *Years 15+, *Years 20+

28.1.2 Floor Crew Lead

The Floor crew lead position is set at the same level of High School Day as noted on the salary schedule.

	Monthly Stipend	Annualized
Leadership and Customer Service	\$65	\$780
Energy Management and Site Safety	\$65	\$780
Quality Cleaning and Maintenance	\$65	\$780

	Monthly Stipend	Annualized
Class 3 Boiler License/Level 1 certification*	\$121	\$1,452
Class 4 Boiler License/Level 2 certification*	\$79	\$948
Class 3 Boiler License (no certification)**	\$75	\$900
Class 4 Boiler License (no certification)**	\$50	\$600

*Holder of both license and certification as of Sept. 1, 2021. After Sept. 1, 2021, this license will no longer need to be maintained.

**Any individual holding this license as of Sept. 1, 2021 will get the stipend. After Sept. 1, 2021, this license will no longer need to be maintained.

28.2 Pay Warrants

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

28.2.2 The payment interval for employees who have temporary hourly assignments or overtime hours submitted on time sheets 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.

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

28.2.3.1 December warrants shall be issued prior to the end of the calendar year (December 31).

28.2.3.2 In no case will the District be required to issue payroll warrants prior to the date scheduled for payment of state apportionment.

28.2.3.3 However, in no case shall employees be issued the preceding month's payroll warrant later than the first working day of a month.

28.2.4 Electronic Transfer of Pay Warrants

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

28.3 Referral Bonus

Bargaining Unit employees shall be eligible for a one-time referral bonus of five hundred dollars (\$500) for each newly hired employee into the bargaining unit. The bonus shall be paid out to the referring employee, two-hundred fifty dollars (\$250) after the new employee's first day of work, and the remainder two-hundred fifty dollars (\$250) upon the new employee's completion of the probationary period.

ARTICLE 29 – ANTI-STRIKE

- 29.1 During the term of this agreement, the Union and/or employees agree not to cause or engage in any strike, slow-down, sick-out, 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.
- 29.2 It shall not be a violation of this agreement for an employee to refuse for reasons of personal physical safety, to cross a picket line established by a labor organization which holds a labor agreement with the District.

ARTICLE 30 – MISCELLANEOUS

30.1 Working With Students

Custodians are not hired for the primary purpose of supervising students. Like all staff, custodians are expected to be integral members of school and campus safety initiatives. A regular part of a custodian's job description shall not require the supervision of students assigned to them because the student is being disciplined. However, working with students under circumstances directed by the employer may be required from time to time and the willingness and ability to do so is a job requirement. Custodians will not be required to collect money directly from students for any purpose.

30.2 Employee Travel

Employees authorized to use their own transportation in traveling from one District site to another during working hours shall be reimbursed for such travel on per mile basis at the rate of the highest allowable rate under Internal Revenue Service regulations.

30.3 Raincoats and Water Protection Gear

All custodial employees will be provided raincoats which will remain in the possession of that employee as long as they work for the Bellevue School District. Water protection gear for performing pressure washing will be provided as needed to employees for summer pressure washing and windows. At the time of retirement, resignation or termination, the employee shall return the raincoat to the Bellevue School District.

30.4 Shoe Allowance

All custodial employees shall have access to an annual shoe allowance of up to \$200. Said allowance shall be as a reimbursement. All reimbursements must be submitted annually between Sept. 1 and Sept. 30 of each year.

30.5 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.

30.51 There is hereby established a Labor/Management Committee consisting of not more than four (4) 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 (3) times per year, if requested by either party, for the purpose of reviewing the administration of this Agreement and attempting to resolve problems that may arise during the terms of this Agreement. The District will not be required to compensate Bargaining Unit Committee members for time spent at Labor/Management Committee meetings unless agreed otherwise in writing by the parties on an ad hoc basis.

30.5.2 A proposed agenda will be prepared by the convening group and distributed reasonably in advance of the meeting. Said agenda may be modified by mutual agreement of the Committee at the outset of any Labor/Management Committee meeting. The agenda for these Committee meetings will be limited to items which are of a group, rather than individual interest or concern. Committee meetings are not a forum to discuss or adjudicate formal grievances.

30.5.3 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.

ARTICLE 31 – SUB-CONTRACTING

- 31.1 The public has the right to expect efficient, cost effective, and high-quality services from expenditure of its taxes. Therefore, the parties recognize consistent with Article 4, Management Rights, that the assignment of work to outside contractors is a responsibility, right and proper consideration for the District. The District and Union are committed to maintaining the highest standards and to that end will make every effort to keep work assignments within the bargaining unit.

When the contracting out of work will result in the displacement of employees, the District agrees to notify the Union and to follow the process set forth in RCW 28A.400.285 and the related regulations of the Office of the Superintendent of Public Instruction. The District does not intend to subcontract any bargaining unit work during the life of this contract.

If the District should transfer, subcontract, or otherwise change the operation of its custodial operations system such that it is operated by any other party, the District will contract with the purchaser, transferee, or subcontractor, that employees covered by this Agreement will be offered employment by the new agency to fill vacancies created by this transaction, provided existing employees of the agency are not available to fill these positions. Positions shall be offered on the basis of seniority.

ARTICLE 32 – PERSONNEL FILES AND EMPLOYEE RECORDS

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 the employee's inspection at reasonable times upon request. Notice will be provided an employee when material is placed in or removed from their personnel file. The employee will be given an opportunity to attach comments to materials or request documents be placed in their file.

Upon written request of an employee, the District shall remove from that employee's personnel file a written reprimand that is two (2) 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.

Public Records Request – Notification

Prior to the release of any information regarding union membership pursuant to a public record request received by the District the response to which would reasonably result in releasing personally identifiable information about an employee or employees, the District will notify the Union of the receipt of such request. The District may, if appropriate, notify the potentially affected employee(s)

via email or certified mail to the employee's last known address maintained in the Human Resources Department in order to allow the employee an opportunity to seek court intervention to prevent such release. Nothing in this requirement implies or suggests that the District itself has any obligation to seek court relief or prevent the release of such information on behalf of any employee. The employee or Union will have ten (10) business days to seek court intervention to prevent the release of information responsive to the request.

Notice will include:

- A copy of the request;
- A general description of the responsive records;
- The estimated date the District intends to produce the records.

The District agrees to protect the release of member information to the maximum degree allowed by law.

ARTICLE 33 – ENTIRE AGREEMENT

33.1 This Agreement expressed herein constitutes the full and complete agreement between the Board and the Union for its term. This agreement supersedes any rules, regulations, policies, resolutions or practices of the District that shall be contrary to or inconsistent with its terms.

33.2 This Agreement in complete form will be available online. Hard copies will be made available for employees who need a hardcopy as a reasonable accommodation.

ARTICLE 34 – CONDITIONS OF THE AGREEMENT

34.1 Severability

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

34.2 Duration

This 2021 - 2024 Agreement shall be effective from the date it is signed by both parties through 31 August 2024. 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.

35.2.1 Reopener

During and after the negotiations resulting in this Agreement, each party may suggest and be provided a collaborative process regarding any matter deemed a subject of collective bargaining.

35.3 Signatures

The parties hereto have executed this Agreement this 1st day of April 2022.

FOR BELLEVUE SCHOOL DISTRICT
NO. 405

FOR INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL NO. 302

Melissa Devita
Deputy Superintendent

Jose Miranda
Business Representative

Jeff Thomas
Assistant Superintendent of Human Resources

David Cutshall
Shop Steward

Chris Hoogstad
Custodial Manager

Michele Miller
Director of Employee Relations

**BELLEVUE SCHOOL DISTRICT #405
CUSTODIAL SERVICES**

September 1, 2021 - August 31, 2022
7% increase, includes .73 per hour per Article 28.1

	Year 1 - 4*	Year 5-9*	Year 10-14*	Year 15+*	Year 20+*
Custodian					
Probationary	\$24.00				
Custodian	\$27.21	\$27.46	\$27.71	\$27.96	\$28.21
Chief Night					
ESC	\$28.02	\$28.27	\$28.52	\$28.77	\$29.02
Middle	\$28.82	\$29.07	\$29.32	\$29.57	\$29.82
High	\$29.35	\$29.60	\$29.85	\$30.10	\$30.35
Head Day					
Elementary	\$28.82	\$29.07	\$29.32	\$29.57	\$29.82
ESC	\$29.89	\$30.14	\$30.39	\$30.64	\$30.89
Middle	\$30.96	\$31.21	\$31.46	\$31.71	\$31.96
High	\$32.56	\$32.81	\$33.06	\$33.31	\$33.56
Floor Crew					
Floor Crew					
Lead	\$32.56	\$32.81	\$33.06	\$33.31	\$33.56

*Longevity increments included on schedule

	Monthly Stipend	Annualized
Leadership and Customer Service	\$65	\$780
Energy Management and Site Safety	\$65	\$780
Quality Cleaning and Maintenance	\$65	\$780

	Monthly Stipend	Annualized
Class 3 Boiler License/Level 1 certification*	\$121	\$1,452
Class 4 Boiler License/Level 2 certification*	\$79	\$948
Class 3 Boiler License (no certification)**	\$75	\$900
Class 4 Boiler License (no certification)**	\$50	\$600

*Holder of both license and certification as of Sept. 1, 2021. After Sept. 1, 2021, this license will no longer need to be maintained.
 **Any individual holding this license as of Sept. 1, 2021 will get the stipend. After Sept. 1, 2021, this license will no longer need to be maintained.

**BELLEVUE SCHOOL DISTRICT #405
CUSTODIAL SERVICES**

September 1, 2022 - August 31, 2023
5.5% increase, includes .73 per hour per Article 28.1

	Year 1 - 4*	Year 5-9*	Year 10-14*	Year 15+*	Year 20+*
Custodian					
Probationary	\$25.00				
Custodian	\$28.67	\$28.92	\$29.17	\$29.42	\$29.67
Chief Night					
ESC	\$29.52	\$29.77	\$30.02	\$30.27	\$30.52
Middle	\$30.36	\$30.61	\$30.86	\$31.11	\$31.36
High	\$30.92	\$31.17	\$31.42	\$31.67	\$31.92
Head Day					
Elementary	\$30.36	\$30.61	\$30.86	\$31.11	\$31.36
ESC	\$31.49	\$31.74	\$31.99	\$32.24	\$32.49
Middle	\$32.62	\$32.87	\$33.12	\$33.37	\$33.62
High	\$34.31	\$34.56	\$34.81	\$35.06	\$35.31
Floor Crew					
Floor Crew					
Lead	\$34.31	\$34.56	\$34.81	\$35.06	\$35.31

*Longevity increments included on schedule

	Monthly Stipend	Annualized
Leadership and Customer Service	\$65	\$780
Energy Management and Site Safety	\$65	\$780
Quality Cleaning and Maintenance	\$65	\$780

	Monthly Stipend	Annualized
Class 3 Boiler License/Level 1 certification*	\$121	\$1,452
Class 4 Boiler License/Level 2 certification*	\$79	\$948
Class 3 Boiler License (no certification)**	\$75	\$900
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**BELLEVUE SCHOOL DISTRICT #405
CUSTODIAL SERVICES**

September 1, 2023 - August 31, 2024

3% increase, includes .73 per hour per Article 28.1

	Year 1 - 4*	Year 5-9*	Year 10-14*	Year 15+*	Year 20+*
Custodian					
Probationary	\$25.75				
Custodian	\$29.50	\$29.75	\$30.00	\$30.25	\$30.50
Chief Night					
ESC	\$30.38	\$30.63	\$30.88	\$31.13	\$31.38
Middle	\$31.25	\$31.50	\$31.75	\$32.00	\$32.25
High	\$31.83	\$32.08	\$32.33	\$32.58	\$32.83
Head Day					
Elementary	\$31.25	\$31.50	\$31.75	\$32.00	\$32.25
ESC	\$32.42	\$32.67	\$32.92	\$33.17	\$33.42
Middle	\$33.58	\$33.83	\$34.08	\$34.33	\$34.58
High	\$35.32	\$35.57	\$35.82	\$36.07	\$36.32
Floor Crew					
Floor Crew					
Lead	\$35.32	\$35.57	\$35.82	\$36.07	\$36.32

*Longevity increments included on schedule

	Monthly Stipend	Annualized
Leadership and Customer Service	\$65	\$780
Energy Management and Site Safety	\$65	\$780
Quality Cleaning and Maintenance	\$65	\$780

	Monthly Stipend	Annualized
Class 3 Boiler License/Level 1 certification*	\$121	\$1,452
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Class 3 Boiler License (no certification)^	\$75	\$900
Class 4 Boiler License (no certification)^	\$50	\$600

*Holder of both license and certification as of Sept. 1, 2021. After Sept. 1, 2021, this license will no longer need to be maintained.

**Any individual holding this license as of Sept. 1, 2021 will get the stipend. After Sept. 1, 2021, this license will no longer need to be maintained

MEMORANDUM OF UNDERSTANDING
between
INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE), LOCAL #286
and the
BELLEVUE SCHOOL DISTRICT

The District and the Union agree to the following regarding the determination of overtime based upon Community Use and Building Use.

For Community Use & Building Use Overtime:

1. Community use and building use overtime will be assigned at the building level first.
2. At each building, all custodians assigned to the building will be asked at the start of the month if they are interested in overtime for the upcoming month. The list will be used to assign overtime for the month on a rotational basis.
3. No work shift shall be scheduled for more than twelve hours.
4. When splitting assignments over 12 hours, the split may be set for an hour greater than half the assignment in favor of the later assignment. Example: morning shift- 5 hours second shift 7 hours
5. The list of custodians interested in overtime will be updated on a monthly basis. If a custodian returns from long-term leave (e.g., FMLA, L & I, etc.) during the middle of the month, they will not be added to the list until the following month.
6. Custodians new to the building may be added during the month during shifts that are overlapped with other team members to allow the custodian to gain experience. They will be added into the rotation the following month.
7. The list will be in the order of seniority based on the most recent hire date by the District.
8. Custodians will be assigned to overtime on a rotating basis for all known overtime at the start of the month.
9. After the initial assignments of overtime for the month, if additional overtime opportunities are added during the month, the overtime will be assigned by continuing the rotation (e.g., the next custodian in line will be offered the overtime when it becomes available).
10. A custodian has the option of accepting or declining the overtime that is assigned to them based on the rotation. If they decline the overtime, then the rotation will continue, and they will have an opportunity for additional overtime when their name comes back up on the rotation. If they choose to accept the overtime but cannot work the assigned overtime, then they are free to trade it with another custodian in the building.

11. If the rotation falls on a custodian who is already scheduled that day and the events overlap or add up to more than 12 hours the custodian has the choice of which OT they would like that day and the other event will be offered to the next one on the rotation.
12. Overtime assignments will be posted and available for review by all custodians.
13. Custodians assigned to the building for 4 hours will be on the rotation and receive the same opportunities for overtime as the 8-hour custodians.
14. If overtime is unexpectedly canceled after it is assigned to a custodian, then the custodian will lose that opportunity for overtime. They cannot bump other custodians from previously assigned overtime and the rotating assignment of overtime will continue in the previously established rotational order.
15. If a custodian unexpectedly cannot do their overtime for a significant amount of time (e.g., they unexpectedly go out on leave – L&I, FMLA, bereavement, etc.), then their overtime that was previously assigned goes back into the rotation, in the same manner as new overtime that becomes available in the middle of a month.
16. The Head Day custodian and Chief Night will be responsible for administering this overtime process at the building and will work with the office manager, administration, or athletic director to determine the overtime that is available.
17. Work that is not defined as custodial work but is considered that of an event worker (e.g., ticket taker at a basketball game) will not be assigned based on this process.
18. If no one in the building is available to work the overtime, then it will be assigned by the Operations Department. The Head Day will be responsible for informing the Custodial Manager or designee of the overtime opportunity that will need to be staffed by an individual from another building.
19. In the case where two events are (at the same time) scheduled on the same day, a custodian may be assigned to each event.

Overtime Opportunity for Staff Outside of the Building:

1. In September, the Operations Department will ask custodians if they are interested in working overtime in buildings other than their assigned building.
2. The Operations Department will establish a list of those interested and put it in the order of Seniority based on the definition in the contract (most recent hire date by the District).
3. When an opportunity for overtime in another building arises, the operations will send an email to the custodians in that school's sector, with a specific deadline for responding.
4. The overtime will be assigned on a rotational basis. If a custodian does not reply to the opportunity it will be considered the same as a decline of the overtime opportunity.

5. The overtime will be assigned to the next most senior person on the list. A decline will move someone to the bottom of the list. If no one from that school's sector accepts the processes will repeat to the entire list.
6. New hires can join this list when hired.
7. The custodian assigned to the overtime opportunity will receive an orientation to the building prior to working the overtime.
8. If a custodian is already scheduled for overtime and another opportunity for overtime arises, the custodian must fulfill their previously scheduled overtime first.

Short-term Absences:

1. When a night custodian is sick and in the absence of an available substitute, overtime will be distributed equally to the other custodians assigned to the building.
2. The amount of overtime assigned by the custodial supervisor/manager and will be determined based on the needs of the building (including activities) and personnel available.
3. Buildings with limited numbers of custodians assigned will be given first priority for substitutes and other available custodians.
4. At High Schools and Middle Schools, when the Chief Night Custodian is absent, a regular custodian at that location will be acting Chief Night and will receive the differential pay.
5. If a custodian declines the overtime for an absence, then the authorized overtime will be split equally by the other custodians in the building.
6. The specific work assignments for the overtime work will be assigned by the Head Day if available or the Chief Night if not available.

Through Labor/Management meetings, the District and Union will monitor the allocation of overtime and make any adjustments as agreed to through a collaborative process.