

COLLECTIVE BARGAINING AGREEMENT

between

**BOARD OF DIRECTORS
BELLINGHAM SCHOOL DISTRICT 501**

and the

SERVICE EMPLOYEES' INTERNATIONAL UNION 925

September 1, 2025 – August 31, 2027



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ATTACHMENTS:

CLASSIFICATIONS AND WAGE SCHEDULES

MAINTENANCE LABORER POSITION INCUMBENTS

KEEP WASHINGTON WORKING

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

ARTICLE I – RECOGNITION AND COVERAGE OF AGREEMENT

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

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

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

Custodial:

- Custodian

Food Services:

- Food Services Worker

Buildings and Grounds:

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

Educational Technology:

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

ARTICLE II – APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATIONS

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

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

ARTICLE III – UNION MEMBERSHIP, ORIENTATION AND CHECKOFF

Section 3.1 Notification The District will provide notification to the Union of all new hires within seven (7) working days of the hire date. The notification shall include name, job title, department, work location, home telephone/cell phone number and address (if provided by the employee). At the time of hire, the District will inform the new hire of terms and conditions of this section. The Employer will provide a monthly list after monthly payroll is completed (between the 15th and last day of each month) with the most up to date information regarding the status of each bargaining unit employee with the following information:

1. Spreadsheet 1 Employee Data: Employee ID, First Name, Last Name, Date of Hire, Department, Job Title, Work Location, Current FTE value, Pay Rate, Home Address, Personal Phone, Cell Phone, Work Email, Employment Status (Active, On Leave, Layoff/Furlough, Separated), Date of Status Change
2. Spreadsheet 2 Dues Remittance: Employee ID, First Name, Last Name, Pay Period Hours Worked, Pay Period Gross Pay, Dues Deduction, COPE Deduction

Section 3.2 New Employee Orientation The District will notify the Union of new member orientations where SEIU may meet with the employees for at least thirty (30) minutes on voluntary paid time for the new employee. Union leadership may access union leave to attend the new employee orientation per Section 13.11. The District will provide at least ten (10) days' notice of any orientation, along with an electronic list of expected participants, at least forty-eight (48) hours in advance of the orientation. The District will continue its practice of providing notice and contact information of all new hires to the union as soon as the information is available to the District.

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

have the option of joining and maintaining membership in the SEIU925 upon employment with the District in a bargaining unit.

Section 3.4 Union Membership Rescission Union members requesting to rescind membership and membership rights in their exclusive professional advocacy organization shall make such request in writing to SEIU925, following the SEIU925 constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing such conditions have been met, SEIU925 shall inform the District of such employee's non-member status consistent with the notification section of this Agreement, specifically dues and COPE deduction below.

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

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

Section 3.7 Annual Meeting and Orientation For each department, the supervisor will ensure that all employees have an annual meeting to prepare for the upcoming school year. The annual meeting may be by department or classification. Such meeting may occur on the same day as any District mandatory welcome back meeting prior to the first day of school. During the annual meeting, thirty (30) minutes of paid time will be made available to employees for the purposes of Union representatives updating employees about relevant issues prior to the start of school. This portion of the meeting will be optional for employees to attend.

ARTICLE IV – PAYROLL DEDUCTION

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

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

ARTICLE V – UNION REPRESENTATION

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

Section 5.2 The Union Representatives/Shop Stewards shall represent the Union in meetings with officials of the District to discuss those matters covered by this Agreement. Meetings will be scheduled and held on paid time, when possible. They may receive and investigate possible grievance complaints or general conditions of the employees when the nature of the problem makes it necessary.

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

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

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

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

ARTICLE VI – EMPLOYMENT CONDITIONS

Section 6.1 The District and the Union agree that there shall be no discrimination against any employee or applicant because of Union membership or activity, race, creed, religion, color, national origin, age, sex, sexual orientation including gender expression or identity, honorably

discharged veteran or military status, marital status, the presence of any physical, sensory or mental disability, or the use of a trained dog guide or service animal by a person with a disability.

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

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

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

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

ARTICLE VII – HOURS OF WORK

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

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

Section 7.1.2 Lunch Period All employees working more than four (4) hours shall receive an uninterrupted lunch period on the employee's time consistent with Section 7.1. The lunch period for swing and graveyard shifts of more than four (4) hours shall be one-half (1/2) hour and scheduled at or near the end of the fourth (4th) hour of the shift.

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

Section 7.3 Swing and Graveyard Shifts

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

Section 7.3.2 Graveyard Shift When an employee's regular schedule shift ends any time after 12:00 a.m. it shall be considered a graveyard shift.

All custodians performing duties on the graveyard shift shall be paid at a rate equal to middle school assistant head custodians for all graveyard shift hours worked.

In the event maintenance employees are asked to perform graveyard shift duties for three (3) or more consecutive workdays, they shall receive the shift differential for all hours worked, retroactive to the first (1st) day of work. Maintenance employees working a graveyard shift shall be paid at a premium rate equal to fifty (\$0.50) cents per hour above their regular rate of pay. If overtime would result from their job assignment, such overtime rate shall be based on the resulting premium rate, if applicable.

Section 7.4 Hours of work and time off for lunch for all employees shall be established by the department director or designee with recommendation from the lead employee (if applicable). Shift times, including lunch breaks, shall be workable within the building start/end times and program needs.

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

Section 7.6 Overtime at the rate of one and one-half (1-1/2) times the regular rate of pay shall be paid for all time worked beyond the regular weekday and/or regular workweek as defined under Sections 7.1 and 7.2 and certain holidays as provided in Article XI, Section 11.1. Double time shall be paid for any work performed on Sunday and certain holidays as provided in Article XI, Section 11.1. Except in emergencies, part-time custodial personnel will not be required to work overtime on weekends.

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

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

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

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

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

Section 7.9 No shift shall be scheduled for less than two hours per day.

Section 7.9.1 When additional hours, up to a maximum of one (1) hour at any one time, become available within a building/worksite, the hours will be first made available to current employees within the building/worksite by seniority within a job classification. This provision applies only to employees who have less than eight (8) hour shifts.

Section 7.9.2 Food Services Program Staffing Minimums Additional staffing may be added as determined by the District.

Central Kitchen Positions	Minimum Hours	Contracted Days
Central Kitchen Manager (1) <i>(if determined to hire by the District)</i>	8.0	200
Central Kitchen Warehouse Manager	8.0	182*
Central Kitchen Lead (1)	8.0	182*
Central Kitchen Cook (3)	7.5	182
Central Kitchen Production Assistant (3)	6.0	182

** The Central Kitchen Lead and the Central Kitchen Warehouse Manager will be contracted for additional days, up to 200, depending on expected function and volume of work. Fluctuation in annual contracted days from 182 up to 200 from year to year will not trigger position posting under Section 7.12 Food Services Increase in Hours.*

High School Kitchen Positions <i>(excluding Options HS*)</i>	Minimum Hours	Contracted Days
Secondary Kitchen Lead (1)	6.5	182

Food Services Assistant II (1)	3.5	182
Food Services Assistant I (2)**	3.5	182

**Options High School is staffed as elementary school*

***Sehome HS will be staffed with one FSA I instead of two due to the difference in program service delivery. Should at some point in the future the program service delivery changes to the extent the District staffs an additional FSA I, such position shall be contracted at a minimum of 3.5 hours consistent with the above.*

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

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

All food services sites, including the central kitchen, will be minimally staffed based on the above tables. Workload requirements may necessitate additional positions and/or hours be assigned to individual worksites. As staffing opportunities become available, it will be the intent of the District and SEIU925 to attempt to staff food services positions to at least 3.5 hours. In the case a new or additional position needs to be created with less than 3.5 daily hours (630 hours per year), the District will communicate with the Union.

The District agrees to add two (2) days to the food services annual work schedule. One day will be scheduled prior to the first day students are in school and one day after the last student day. Additional days beyond the scheduled 182 contracted days, may be needed for preparation, planning and/or professional development and would be paid on a time summary.

Section 7.9.3 Custodial Minimum Staffing At the beginning of each school year, the District will minimally staff each school and learning environment based on the funding the school or learning environment would generate from the state’s prototypical school funding model according to the District’s projected school enrollment during the budgeting process. If site-specific conditions or circumstances warrant different staffing levels, the Union and District will meet to address such needs.

It shall be a goal of the District and the Union that each facility be staffed to support a level two (2) cleaning standard as articulated by the Facilities Maintenance & Operations Classified Adequacy Staffing Report published by the Office of Superintendent of Public Instruction in 2010 or an alternative cleaning standard agreed to by the District and Union. The District and SEIU leadership will meet at least quarterly to discuss and collaborate regarding custodial staffing in each District facility.

Section 7.10 Drive Time Time spent driving between work locations, as required by the District, shall be considered work time.

Section 7.11 Custodial Request for Additional Hours Additional custodial hours may be requested by the head custodian when extra hours are needed to complete necessary work. Such circumstances will include, but are not limited to, inadequate substitute hours to cover the absentee, extra use of the building during non-school hours, extra activities that require additional set-up or clean-up. The Director of Facilities and Sustainability or their designee may approve additional time and, if so, that time will be allocated to the custodian who will be performing the extra hours of work at the appropriate rate of pay.

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

Section 7.12 Food Services Increase in Hours Any position in which hours have been increased by forty-five (45) minutes or more per day permanently for a period of forty-five (45) consecutive working days shall be posted for bid and filled as a regular position as specified under Article X of the Agreement.

Section 7.13 Food Services Adjustment to Continuing Time If an employee works extra time of fifteen (15) minutes or more for forty-five (45) consecutive workdays in a school year, the regular shift hours, salary, and benefits will be adjusted prospectively to include that additional time and benefits will be recalculated retroactively to the first consecutive day.

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

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

Section 7.16 Flexible Summer Schedules Educational technology employees, custodial employees, and maintenance and grounds employees may request an alternative work schedule (e.g., four ten-hour shifts, etc.) during the summer break. Such employees who propose an alternative work schedule will provide a productivity and safety plan to their supervisor. The

supervisor may grant such requests at their discretion so long as the District's needs can be met and the flexible schedule does not incur overtime.

ARTICLE VIII – WORKING CONDITIONS

Section 8.1 Commitment to Safe Working Conditions The District agrees to provide and maintain healthy and safe working conditions, and to initiate and maintain operating practices that will safeguard employee and safety, in an effort to eliminate the potential of an on-the-job injury/illness. The District will meet with a Safety Committee, which includes the Union-selected representatives from each department to discuss health and safety.

Section 8.1.1 Any employee who believes that a condition is unsafe or hazardous must notify their immediate supervisor, in writing, stating their concerns. The supervisor shall respond to such notification within five (5) workdays. If the employee determines that the supervisor's action or response does not correct the problem, the employee may forward the hazard report to the Safety Committee for action. Every employee has the right to make a report without fear of reprisal.

Section 8.1.2 Custodians, food services employees, and educational technology employees will not be required to perform asbestos abatement or response work. Maintenance employees will not be required to perform asbestos abatement work.

Section 8.1.3 Maintenance employees will perform emergency repairs in their trade(s) as assigned. If these repairs include performing small scale/short duration asbestos response work, state-certified maintenance employees will perform the response portion of the work.

Section 8.1.4 Small asbestos response work assigned to state-certified maintenance crew workers, in their trades, will be performed per AHERA and Labor and Industries requirements. While the work is being performed, no students or unauthorized staff will be present in the affected area. Time worked for asbestos removal will be paid at time and one-half the employee's regular hourly rate. It is not the intent of this language to have a series of known small asbestos removal jobs assigned sequentially, which, in essence, would create a large job.

Section 8.1.5 Toxicity Testing At least annually, employees employed to spray chemical substances shall receive a tissue test for toxicity of skin and fatty tissues; said examination to be at the District's expense for any amount not covered by the employee's medical insurance.

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

Section 8.3 Substitute Pay Substitute employees filling in for absent regular employees and/or temporary employees shall receive the first step of the regular wage for the classification worked.

Section 8.4 Extra Hours When an employee does the work of another employee in case of an emergency, in addition to work performed on their own eight (8) hour shift, time spent in addition

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

Section 8.4.1 Maintenance personnel by the Facilities and Sustainability Director or designee.

Section 8.4.2 Custodial personnel by the Facilities and Sustainability Director or designee.

Section 8.4.3 Food services personnel by the Food Services Director or designee.

Section 8.4.4 Educational technology personnel by the Executive Director of Educational Technology or designee.

Section 8.5 Higher Class Pay Any employee replacing or assuming the duties within a higher classification shall receive the higher rate of pay effective on and including the first day.

Section 8.6 Summer Work During the summer months, forty (40) hours per week shall prevail as the workweek with the same monthly pay.

Section 8.6.1 Summer Shift Assignment: Each employee shall be assigned to a definite and regular shift and workweek. An employee will be given at least five (5) working days' notice prior to any permanent change in their shift assigned hours that exceeds fifteen (15) minutes; provided, however, this notice may be waived by consent of the employee, or by the District during an emergency situation. An employee will be given at least two (2) calendar weeks' notice prior to any increase or reduction in hours; exceptions to the two (2) week notice shall be handled on a case-by-case basis.

Section 8.6.2 Temporary Summer Work Assignment: The District may develop temporary summer custodial or maintenance work crews (e.g., floor crews, carpet crews, etc.) for the purpose of supporting the deep-cleaning or maintenance needs of the District during the annual summer school closure. Prior to hiring temporary employees, the District will offer summer work first to part-time employees in the department in seniority order, then to non-annual employees who are outside of their regular work year in seniority order, and then to full-time employees in the department in seniority order. Employees must be qualified for the work. Existing employees will return to their regular permanent position no later than the first day of their next regular work year (e.g., first day of school).

Section 8.7 No Skimming No administrative representative, supervisor, teacher, volunteer, or unpaid trainee shall take the place of work persons or substitute for work persons thus depriving a person of a job. This applies to regular part-time substitutes and overtime.

Section 8.8 Graveyard Shift Staffing The District will make a good faith effort to have a minimum of two (2) employees on a graveyard shift at each building location having scheduled graveyard shifts.

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

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

Section 8.11 No Student Supervision It shall not be the responsibility of SEIU-represented employees to provide student supervision, unless mutual agreement is reached between the employee and building administrator for any proposed instance.

Section 8.12 Personnel Files The District shall, upon employee request, make their official personnel file available for inspection by the employee or their designated representative. The employee shall contact the Assistant Superintendent of Human Resources to establish a time to review said file.

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

Section 8.13 Inclement Weather The District shall notify employees of inclement weather or other emergency closures through local media and school messaging systems.

Non-annual employees whose shift is scheduled to start prior to the notification and who arrive to the work site prior to the notification, shall receive a minimum of two (2) hours pay at the appropriate rate of pay, or actual hours worked, whichever is greater. Non-annual employees shall be given options to make-up hours, not covered by scheduled snow days, including but not limited to: working additional time beyond regular work hours, attending trainings, or using paid vacation, personal or emergency leave. Nothing shall preclude the Superintendent from excusing people during such days, should changing conditions warrant such action, without loss of pay.

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

Section 8.14 New Equipment/Program Training Whenever a new type of equipment or program is introduced, upon employee request or supervisor direction, employees without a working knowledge will be provided paid training on this equipment.

Section 8.15 Required Training Employees will be required to attend District-directed training. Such training shall be on paid time.

Section 8.16 Food Services Professional Development Recognition and Training Food services employees shall receive consideration for successful completion of the Bellingham Technical College's food service training program or equivalent training from other institutions when applying for a position of cook/manager.

Food services employees may be provided an opportunity to attend and participate in selected workshops, conferences, and in-service classes when recommended by the Food Services Director

and approved by the District. All associated costs will be reimbursed by the District consistent with Board policy.

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

Section 8.18 Food Services Lead Orientation Food services leads, who have not previously worked as a lead at the same level, will be provided one shift of orientation with the current lead at the same level, if possible. The purpose of the orientation is to review specific systems including, but not limited to, the location of special equipment, shut-offs, security, procedures, building personnel, and other level-specific topics.

Section 8.19 Food Services Safety Shoes Food services employees may submit for reimbursement of up to \$75 per year for the purchase of District-approved non-slip shoes. The shoes must be non-slip and closed toe shoes. Staff receiving the reimbursement for such footwear are required to wear them while at work, unless the supervisor approves otherwise or the shoes are no longer in working order. The \$75 allowance may be rolled over for up to one additional year, for a total of up to \$150 per two-year period.

Section 8.20 Food Services District Provided-Clothing The District may require employees working in the food services department to wear District-provided clothing while in the performance of work duties. An employee needing laundering support to maintain District-provided clothing to acceptable standards should contact their supervisor.

Section 8.21 Head Custodian Building Orientation Head Custodians who have not previously been assigned to a building will be provided with one (1) eight (8) hour shift of orientation with the current head custodian, if possible. The purpose of the orientation is to review specific systems including, but not limited to, the location of special equipment, filters, shut-offs, fire systems, the security system, building procedures, and building personnel.

Section 8.22 Maintenance, Grounds, and Custodial Employees Safety Shoes The District will provide up to one hundred fifty (\$150) dollars per year for each year of this Agreement for the purchase of preapproved safety shoes or other workplace footwear for the maintenance and grounds employees as well as head custodians. For custodial employees, footwear will not be approved for reimbursement unless it is at least non-slip and closed toed. The \$150.00 allowance may be rolled over for up to one additional year, for a total of up to \$300.00 per two-year period. Staff receiving the reimbursement for such footwear are required to wear them while at work, unless the supervisor approves otherwise or the shoes are no longer in working order.

Section 8.23 Maintenance, Grounds, and Custodial Employees Rain Gear/Coveralls The District will provide appropriate rain jackets, pants, and boots and one (1) set of coveralls at each school/worksites for use by employees. Such gear will be evaluated periodically and replaced if worn, torn, or not fully serviceable.

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

at each site. Each employee is provided a copy of their schedule, and subsequent changes thereto. Current schedules will be maintained online on the District's intranet.

Section 8.25 Educational Technology Interns and Network Assistants It is understood that the District may use non-Bellingham School District student technology interns solely for the purpose of assisting Educational Technology staff and shall not work independently, be assigned complex or sensitive tasks and shall not substitute nor supplant the staffing of bargaining unit employees. Opportunities to work with non-District student interns are available on a voluntary basis and shall not be required.

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

Section 8.26 Educational Technology Workload LMC Subcommittee The District and Union shall develop a workload committee as a subcommittee to the Labor Management Committee. The purpose of the committee is to quantify and understand the current workload of the educational technology employees, the impact of the 1:1 student device program, and work to resolve any workload issues that may be identified.

Section 8.27 Educational Technology Training and Certification All educational technology staff will be provided training and certification on technology or software supported by the District and within the employee's scope of support.

Section 8.28 Cameras and Recordings The District uses video recording systems on District worksites. The primary purpose of these systems is for monitoring the health, welfare and safety of students, staff, visitors and for the protection of District property. The District will not use these systems to monitor employee performance. The District may review for investigation camera footage upon receipt of an alleged occurrence of inappropriate behavior or when viewing recordings for other bona fide purposes and potential inappropriate behavior by an employee is observed. In such cases, the District will follow the terms and conditions of the Collective Bargaining Agreement (Article XIV Termination and Discharge). The District will inform the designated union leadership if a video recording(s) is used to support employee discipline.

Section 8.29 District Provided Tools/Equipment The employees may request new tools or equipment when existing tools/equipment are worn or broken. When such request is made in writing and such request is denied, the District will provide a written rationale for the denial.

ARTICLE IX – SENIORITY

Section 9.1 Seniority shall be defined as the employee's last beginning date of continuous employment in a permanent position within a department and/or classification as specified in Section 1.2 and 1.2.1. Seniority shall be the first consideration in all matters of job promoting, opening, layoff, and rehire, shift change, and vacation, providing the employee meets the minimum qualifications. Seniority shall be considered as follows:

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

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

Section 9.2 Employees hired on the same date will draw lots to determine the senior employee.

Section 9.3 Employees who change departments or classifications will retain seniority in all previous departments or classifications where they have been a permanent employee.

ARTICLE X – JOB VACANCIES AND BID PROCEDURE

Section 10.1 Job Posting and Job Bidding Positions vacated for any reason within classifications covered under this agreement shall be posted on the District’s online application system for at least five (5) working days prior to being permanently filled. Job postings will be sent to all represented members of the Facilities and Sustainability Department and lead food services employees by email and the posting will be available on the District website. Job postings shall include the job title, job location, shift hours and the projected start date of the open position.

Section 10.2 Bid Procedures Employees of the District shall be first considered for all job openings; however, promotions to lead persons (high school head custodian, central kitchen lead, and central kitchen manager) shall not be made on the basis of seniority.

Section 10.2.1 Bid Procedure - Bidding Interested employees shall apply through the District’s online application system and request consideration, before the posting deadline. Only those employees interested in the specific openings should apply. Only the posted position will be filled as a result of the posting. Openings resulting from filling the posted position will be posted as described above.

Section 10.2.2 Educational Technology Application Procedure Interested employees shall apply using the District’s online application system. Qualifications, skill and ability of applications to be considered includes, but is not limited to, education, training, certification job performance and previous experience. Necessary qualifications shall be noted on the job description and job posting. Upon consideration of these factors, a senior and qualified employee will be awarded the position over a less qualified junior or outside applicant. An employee may be denied a transfer or promotion when there are significant and profound circumstances, relevant to the employee’s success in the new position, in the employee’s work history such as documented performance concerns or the employee has been issued disciplinary action pursuant to Section 14.4.

Section 10.3 Job Bidding - Seniority By-Pass Any employee bidding on a posted position, who was passed over in seniority, shall be given written notice of such fact prior to the date the position is to be permanently filled. Upon request of a passed-over employee, one District representative

shall meet with the employee within five (5) working days of the employee's receipt of the written notice to state the District's reason for the employee's seniority being passed over. Article V, Section 5.1, shall not be applicable to this Section. An employee may be denied a transfer or promotion when there are significant and profound circumstances, relevant to the employee's success in the new position, in the employee's work history such as documented performance concerns or the employee has been issued disciplinary action pursuant to Section 14.4.

Section 10.4 Job Bidding - Employee on Leave Any employee on an authorized leave of absence or on sick leave who returns to work prior to the date the position is to be permanently filled, or within twenty (20) workdays of the projected start date, shall be notified of the vacancy and allowed to bid on the position, providing the employee notifies the District of any change in their current mailing address.

Section 10.5 Job Bidding - Summer Notification When any job posting is conducted outside of the school term, all school-term employees in that department shall be notified, via District phone and email messaging system, of any vacancy prior to the position being permanently filled.

Section 10.6 Promotion - Trial Service Period Any employee advanced in position shall be given a probationary period of not more than thirty (30) working days exclusive of vacation and leave time. If said employee cannot satisfactorily perform the duties of the position, they shall be returned to their former position, said judgment to be exercised fairly and in good faith. However, no determination shall be made until the employee has received on-the-job orientation in the new position administered by the District designee. The District may extend the trial service period by up to sixty (60) working days if the employee advances to a position in a different department. In addition, the trial service period may be extended for any position up to thirty working (30) days based on the mutual agreement of the District and the Union.

Section 10.7 Employment Termination - Short Notice When an employee suddenly terminates their service or when it is necessary to remove an employee from a position without giving fifteen (15) days' notice, the job may be filled temporarily the first fifteen (15) days to allow time for posting.

Section 10.8 Additional Work - Right to Maximize Hours Permanent part-time employees, when qualified, shall be given first consideration over a new hire for additional work.

Section 10.9 Temporary Leave Replacement

Section 10.9.1 Definitions

“Short-term leave” means any approved absence that is expected at the outset to last up to thirty (30) working days.

“Long-term leave” means any approved absence that is expected at the outset to last more than thirty (30) working days.

Section 10.9.2 Head Custodian Leave Vacancies Head Custodian vacancies created due to long-term leave are filled through the Head Custodian Substitute Pool (see Section 10.10

Head Custodian Substitute Pool). Head Custodian vacancies created due to short-term leave are filled according to the ladder-up process in Section 10.9.4.

Section 10.9.3 Educational Technology Leave Vacancies Educational technology vacancies created due to long-term leave may be filled if the District determines that temporary leave replacement is warranted. Under those circumstances, the vacancy will be filled by the most senior qualified employee in the next lower classification within the department. The replacing employee’s position may be filled with a substitute. For both short-term leave and long-term leave, educational technology vacancies will not be filled using the ladder-up process in Section 10.9.4.

Section 10.9.4 Ladder Up Process

Section 10.9.4.1 Filling Temporary Vacancies through Ladder-Up The position of an employee on short-term or long-term leave shall be filled first by asking department employees at the work location, first in promotional order, then by seniority, to fill the position, such that there is an opportunity for each employee to move into a position with more hours or pay (“laddering up”).

Section 10.9.4.2 Ladder-Up Expectation It is the expectation that employees will fill position vacancies created due to short-term leave or long-term leave in this ladder-up fashion unless the employee presents a compelling reason not to ladder up (e.g., childcare issues, second job with scheduling conflicts, other scheduling conflicts, etc.). Food Service II positions require the ability to ladder up. If an employee’s refusal of ladder-up becomes continual, the District may initiate a conversation with the employee to suggest that the employee apply for an open position that does not require laddering up as a condition of employment.

Section 10.9.4.3 Continuing Ladder-Up When an employee ladders up to fill a position vacancy created due to short-term leave or long-term leave, the departmental employees at a worksite shall be allowed the opportunity to ladder-up into the resulting vacancy, first in promotional order, then by seniority. This ladder-up process will continue until all departmental employees at the worksite have been given the opportunity to ladder up. At the end of the ladder-up process, the District will fill the resulting vacancy with a substitute or a temporary leave replacement position (see Section 10.9.4.6 Long Term Substitute or Temporary Leave Replacement Employee).

Section 10.9.4.4 Remaining Vacancy for Short-Term Leave In the event that there is no one at the worksite who ladders up to fill a position vacancy created due to short-term leave, the position will be filled by a substitute or, in the case of a Head Custodian, through the Head Custodian Substitute Pool (see Section 10.10 Head Custodian Substitute Pool).

Section 10.9.4.5 Remaining Vacancy for Long-Term Leave In the event that there is no one at the worksite who ladders up to fill a position vacancy created due to long-term leave, the District will fill the resulting vacancy with a long-term

substitute or a temporary leave replacement position (see Section 10.9.4.6 Long-Term Substitute or Temporary Leave Replacement Employee).

Section 10.9.4.6 Long Term Substitute or Temporary Leave Replacement Employee The District will fill a vacancy resulting from the ladder-up process noted in these subsections by a long term substitute if the resulting period of time worked for the employee filling the vacancy is less than thirty (30) work days, and will post and fill such vacancy as a temporary leave replacement position should the available time worked by thirty (30) or more work days.

Section 10.10 Head Custodian Substitute Pool - Purpose The purpose of the pool is to provide an easily accessible roster of current employees who are trained and available to substitute for head custodian short and long-term absences and to increase the training of current employees so they can competently substitute for head custodian positions and be more prepared for head custodial positions as they become open for bid.

Section 10.10.1 Head Custodian Substitute Pool - Structure and Application The pool list shall be open in August for the upcoming school year. Current permanent custodial employees wishing consideration to be in the pool must submit their names to the Facilities and Sustainability Director by August 15. The ten (10) most senior applicants shall be selected for the pool for that contract year (September 1 – August 31).

Section 10.10.2 Head Custodian Substitute Pool - Required Training Employees in the pool shall be required to attend specific training which will be provided during the day. Substitutes will be provided to ensure attendance. Training will take place over two (2) to three (3) days.

Section 10.10.3 Head Custodian Substitute Pool - Assignments Assignments for temporary leave replacement coverage will be made on a rotating seniority basis. Each new opportunity will be first offered to the next most senior person after the last person who had an assignment. Calls for short-term leave assignments shall only be made if the position cannot be filled from within the building.

ARTICLE XI – HOLIDAYS

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

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

Last Workday Preceding Christmas	Memorial Day
Christmas Day	Juneteenth (6/19)
The last workday preceding New Year’s Day	Independence Day

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

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

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

*Independence Day and/or Juneteenth shall be included as a paid holiday if an individual employee is scheduled to work before and after the holiday (*school year is extended or the employee is working summer school*).

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

Section 11.3 Time off begins at the close of the working day preceding the holiday and up to the starting time of the working day following the holiday. If a holiday falls on a Saturday or Sunday and is not observed on the workday prior to or the following workday, the employee shall be granted one (1) additional day of holiday pay unless it is mutually agreed to observe such holiday at another time. Should one of the named holidays appear during an employee's paid vacation, the employee will not be charged for a vacation day for the holiday.

Section 11.4 Spring Break Alternate Scheduling Maintenance employees may request to work on the Friday of the week of Spring Break and use the time off on an alternative date. The employee’s request must include a written plan to use the workday to accomplish work that could not otherwise be accomplished while students and staff are in school buildings. The supervisor may grant such requests at their discretion. The supervisor and employee will select the alternative day off prior to the employee working on the Friday of the week of Spring Break.

ARTICLE XII – VACATION

Section 12.1 Twelve (12) month employees shall be entitled to and accrue vacation time with pay according to the following schedule:

<u>Years of Service</u>	<u>Days * Accrued/Mo.</u>	<u>Annual Accrual</u>
1 – 5	1.25	15 days/year
6 – 10	1.67	20 days/year
11+	2.08	25 days/year

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

Section 12.2 All employees covered under this Agreement working less than twelve (12) months per year shall be entitled to one (1) day paid vacation according to the following schedule:

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

Effective September 1, 2026, all employees covered under this Agreement working less than twelve (12) months per year shall be entitled to one (1) day paid vacation according to the following schedule:

<u>Years of Service</u>	<u>Earned Vacation Days per Month</u>	<u>Annual Accrual*</u>
1 - 5 years	1.25	13 days per year
6 - 10 years	1.67	17 days per year
11+years	2.08	21 days per year

*If school term employees works beyond the regular school year schedule they will earn additional vacation days consistent with the table above.

Section 12.3 Upon their request, an employee may be granted additional vacation time without pay provided that the granting of the request will not be detrimental to the District's operation.

Section 12.4 To be eligible to take vacation, at least seven (7) calendar days' prior notice must be given to the department director or designee. Vacation requests made without the required notice may be granted on a case-by-case basis if operations are not negatively impacted. Failure to grant vacation requested without the required prior notification is not subject to the grievance procedure.

Section 12.4.1 The parties agree that for buildings with only two (2) custodians, no more than one (1) may be scheduled for vacation at the same time on student attendance days.

Section 12.4.2 Twelve (12) month maintenance/grounds employees will be allowed to schedule vacation as follows:

Vacations shall be based on a “first-come, first-served” basis except when more than one person requests the same day/days off within one week of one another in which case vacation requests will be considered by seniority first. Resolution of vacation conflicts will be resolved in the best interest of the District by the Facilities and Sustainability Director, if the parties cannot resolve the differences between themselves.

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

Section 12.4.3 Educational technology employees: On student days, vacations will be scheduled so there are never more than two (2) Tech I employees out at the same time and for other technology job classifications, no more than one employee in each classification out at the same time. For non-student days, the District may allow more Educational Technology employees in each job classification to use vacation leave based on the needs of the District. Workloads will be considered in determining vacation schedule on either student or nonstudent days, with special consideration given when workloads are lighter or heavier.

Section 12.5 When an employee quits on their own accord or is terminated, they are entitled to prorated vacation benefits above.

Section 12.6 Vacation earned during a fiscal year must be taken in the fiscal year it is earned or by the August 31 immediately following the fiscal year in which the vacation was earned. Vacation days unused as of the designated August 31 date will be lost unless the District requests the carryover of a specified number of days or the employee requests, in writing, and the District approves, in writing, the carryover of a specified number of days. PROVIDED: Employees enrolled in the PERS I Retirement Plan shall be allowed to accumulate up to two hundred forty (240) hours of vacation time, provided such time is accumulated in the two (2) years immediately prior to retirement.

ARTICLE XIII – AUTHORIZED LEAVE AND INDUSTRIAL INSURANCE

Section 13.1 Illness, Injury, and Emergency Leave Beginning each school year, employees covered under this Agreement shall be allocated up to twelve (12) days of Illness, Injury, and Emergency leave per year. Unused Illness, Injury, and Emergency leave days shall accumulate subject to the terms and limitations of state statutes.

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

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

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

Section 13.1.1 Purpose Pursuant to RCW 49.46.210, in addition to use for emergencies (13.1.5 Emergency Leave), an employee may use accrued sick leave for the following purposes:

- (i) An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
- (ii) To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and
- (iii) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- (iv) An employee is authorized to use paid sick leave for absences that qualify for leave under the domestic violence leave act, Chapter 49.76 RCW.
- (v) If January 22 ("Treaty Day") is designated by the District as a non-student day, an employee may observe the day using paid sick leave. Requests to use paid sick leave for Treaty Day must be submitted with at least seven (7) calendar days' prior notice to the department director or designee.

Section 13.1.2 Definition of Family Member The definition of family member, as defined in RCW 49.46.210, shall include:

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

- (c) A spouse;
- (d) A registered domestic partner;
- (e) A grandparent;
- (f) A grandchild; or
- (g) A sibling.

Section 13.1.3 Sick Leave Usage Minimum Employees shall use sick leave in time increments of fifteen minutes.

Section 13.1.4 Physician Statement An employee claiming sick leave benefits for five (5) consecutive workdays or more may be required by the District to submit a written statement from the employee's health care professional that the employee's use of sick leave is for an authorized purpose.

Section 13.1.5 Emergency Leave Emergency leave shall be granted as defined in the following:

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

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

Section 13.1.6 Annual Conversion of Accumulated Illness, Injury, and Emergency Leave Each January, any employee who at the end of the immediately previous calendar year shall have accumulated in excess of sixty (60) days of unused Illness, Injury, and Emergency Leave may elect to convert unused Illness, Injury, and Emergency Leave earned the previous year in excess of sixty (60) days to monetary compensation at the rate of twenty-five percent (25%) of the employee's current full-time daily rate of compensation for each full day of eligible leave. Any such election shall be made by written notice to the Superintendent or designee during the month of January. Any such annual conversion of accumulated Illness, Injury, and Emergency Leave shall be subject to the terms and limitations of state statutes.

Section 13.1.7 Conversion of Illness, Injury, and Emergency Leave Upon Retirement or Death Any employee who hereafter shall retire or who shall die while employed by the District may elect (personally or by their personal representative, as appropriate) to convert accumulated unused Illness, Injury, and Emergency Leave days to monetary compensation at the rate of twenty-five percent (25%) of the employee's full-time daily rate of compensation at the time of termination from employment for each full day of eligible Illness, Injury, and Emergency Leave to a maximum of 180 days. Any such conversion of Illness, Injury, and Emergency Leave upon retirement or death shall be subject to the terms and limitations of state statutes.

Section 13.1.8 Zero Sick Leave Balance Counseling The District will meet and counsel a bargaining unit employee who exhausts the employee's sick leave balance prior to considering progressive discipline.

Section 13.2 Pregnancy-related disability leaves will be granted for pregnancy. An employee requesting pregnancy-related disability leave shall give written notice to the District as far in advance as possible. Written request for pregnancy-related disability leave should include:

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

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

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

Section 13.3 Industrial Insurance For a period of absence from work due to injury or occupational disease resulting from an employee's employment with the District, the employee shall file the District's Accident Report form. Said report is available at the work site.

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

In the event of a period of absence due to injury or occupational disease resulting from an employee's employment with the District, the employee has the right to elect to either use their available Illness, Injury, and Emergency Leave or take unpaid leave for the period of absence. If the employee chooses to use unpaid leave for the period of absence, they will keep any Labor and Industries' time loss payment(s) they receive and no adjustments will be made to the employee's Illness, Injury, and Emergency Leave bank. If the employee chooses to use their available Illness, Injury, and Emergency Leave, the employee will keep any Labor and Industries' time loss payment(s) they receive. Since the employee cannot receive both the time loss payment(s) and paid sick leave for the same period, the District will deduct an amount equivalent to the Labor and Industries' payment(s) through payroll.

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

Section 13.4 Extended Leaves On recommendation of the Superintendent, or designee, and by approval of the Board of Directors, an unpaid leave of absence may be granted to those employees with extended illnesses or injuries, or for other personal reasons, and who have exhausted all other accrued Illness, Injury, and Emergency Leave, annual vacation, and industrial insurance (where applicable). Request for such leave must be in writing to the Superintendent, or designee.

Section 13.4.1 Said extended leave shall not exceed one (1) year.

Section 13.4.2 An employee shall submit a letter to the District not later than one (1) month prior to their scheduled return from the leave of absence stating their intention of whether to return to the District.

Section 13.4.3 Any employee who is on such leave shall be returned to a similar job in the same classification held prior to the leave of absence when released for work by a doctor, provided they are able to perform the required duties of the position.

Section 13.4.4 An employee on such leave will retain accrued Illness, Injury, and Emergency Leave, vacation time, and seniority rights. Vacation credit, seniority and Illness, Injury, and Emergency Leave will not accrue while the employee is on leave.

Section 13.4.5 Any person who is hired to fill a position vacated by an employee on leave of absence shall be hired as a temporary employee and said employee shall be subject to all provisions of this contract and participate in all benefits. If the District is notified in writing that the regular employee shall not return to work for the District, and the District chooses to fill the position, the job opening will be posted for bid.

Section 13.5 Bereavement Leave All employees are entitled to Bereavement Leave with pay for death in the immediate family as follows:

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

For each death, leave shall be granted as follows:

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

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

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

Section 13.6 New Parent Leave Upon the birth of an employee's child, the parent who has not given birth shall be eligible to receive leave. Such leave shall not exceed two (2) days per birth and will not be charged to the employee's accumulated sick leave.

Section 13.7 Adoption Leave Adoption Leave shall be granted with pay on a temporary basis upon application to the District by either or both parents in order to complete the adoption process providing such leave does not exceed an aggregate of five (5) days in any given year. Such temporary leave may be used for court and legal procedures, home study and evaluation, and required home visitations by the adoption agency.

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

Section 13.8 Jury Duty In the event an employee is summoned to serve as a juror or appear as a witness in court or is named as a co-defendant with the District, such employee shall receive a normal day's pay for each day of required presence in court. The employee may keep any fees or payment received for such duty to help offset related expenses. In the event that an employee is a party in a court action, such employee may request a leave of absence without pay.

Section 13.9 Personal Leave Each annual employee shall have available two (2) personal leave days annually, per contract year. Two (2) personal days may be carried over per year, to a total maximum of four (4) personal leave days.

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

Employees generally should not plan to use personal leave to extend a vacation, break, or holiday. However, employees may use personal leave to extend a vacation, break, or holiday if authorized by the department supervisor based on available coverage.

Employees are encouraged to notify the District no fewer than three (3) days in advance of the date that the leave is to be taken but not less than twenty-four (24) hours in advance of the leave. Exceptions may be made by the District due to unforeseen emergent circumstances. Employees will communicate with their direct supervisor via phone or in person. Supervisors will provide a record of approval via email.

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

- Educational technology employees, one (1) employee per classification (Tech I, Tech II, System Analyst) may use personal leave per day.
- Custodial employees, one (1) employee per classification may use personal leave per work location per day.
- Facilities and sustainability department employees, one (1) employee per classification (grounds, maintenance, etc.) may use personal leave per day.
- Food services department employees, five (5) employees may schedule personal leave on any given day. Of the five (5) employees, no more than two (2) may be kitchen leads and

no more than one (1) employee from each work location may use personal leave on the same day. Exceptions to the daily limitations may be made at the discretion of the District based on the availability of substitute employees.

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

At the conclusion of the school year by August 31, employees who complete their full work year shall have the option of cashing out up to two (2) unused personal leave days/hours at their regular rate of pay. Compensation for such leave shall be provided in the September paycheck.

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

Section 13.10 Employees may donate annual or sick leave to a fellow employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate their employment. Any such donation of annual or sick leave shall be subject to the terms and limitations of law.

Section 13.11 Union Leave The District will grant a total of fifteen (15) days or one hundred and twenty (120) hours per year for members to engage in Union activities that will enhance the relationship of the parties. Substitutes (where required) will be paid by the Union.

Section 13.12 Short Term Unpaid Leave Short-term unpaid leave may be granted to Food Services personnel on a case-by-case review for special circumstances. Such leave shall not be generally used for vacation purposes and must be pre-approved by the employee's supervisor.

Section 13.13 Washington Paid Family & Medical Leave

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

13.13.2 PFML & FMLA When a PFML-qualifying event continues after an employee's use of FMLA leave, an employee may elect to use PFML consecutively after FMLA leave. When an FMLA-qualifying event continues after an employee's use of PFML, an employee may elect to use FMLA leave consecutively after PFML.

13.13.3 PFML and Sick Leave and Personal Leave Employees may use accrued sick, personal and/or vacation leave to supplement such paid leave received under the State's Paid Family and Medical Leave program for which the employee qualifies. The use of this accrued paid leave concurrent with PFML will be considered a supplemental benefit under

PFML rules. If an employee elects to use accrued sick, personal and/or vacation leave to supplement the PFML benefit, this may be done in increments of half-day or full day of leave for the duration of the PFML leave. The employee will notify the District of this election prior to or at the time of the employee's PFML leave. Any change to this election must occur by the 15th of each month via notification to the District Human Resources office.

ARTICLE XIV – TERMINATION AND DISCHARGE

Section 14.1 The District shall have the right to discipline or discharge an employee for just cause.

Section 14.2 Termination of employment by the District shall require not less than fifteen (15) calendar days' notice.

Section 14.3 In normal circumstances, employees will give fifteen (15) calendar days' notice before terminating. In cases of emergency, that is, situations which are suddenly precipitated and over which the employee has no control, the fifteen (15)-day requirement is not necessary. When an employee resigns without giving fifteen (15) calendar days' notice (except in emergency situations) said employee forfeits all accrued benefits.

Section 14.4 The following reasons shall be just cause for immediate discharge or suspension: Substance abuse on the job, moral turpitude, theft, leaving the job site for purely personal reasons without supervisor authorization, or any cause that constitutes imminent danger to the schools, the students or equipment; in any such case the Union Representative shall be notified immediately. In all other discipline cases the District agrees to employ the principle of progressive discipline which shall be defined as:

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

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

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

Section 14.5 Any employee who has been discharged for just cause shall be given a written statement of the specific cause for the discharge at the time of discharge or within a reasonable time thereafter.

ARTICLE XV – LAYOFF AND RECALL

Section 15.1 Reduction in Force For purposes of this Article, reduction in force will include the layoff of an employee, a change in an employee’s job title (i.e., a reduction to their pay rate), or a reduction in the employee’s work hours at a specific work location.

Section 15.2 In the event the District must resort to a reduction in force, the District will give reasonable notice to the Union prior to the reduction. Within ten (10) working days of notification, appropriate representatives from the Union and District will meet to review the issues, process and discuss alternatives to reduction in force, if any. Employees impacted by a reduction in force will receive at least twenty (20) working days’ notice. The following guidelines will be observed in selecting personnel impacted by a reduction in force.

- A. For RIF purposes, the employee’s last beginning date of continuous employment in an SEIU-represented position will apply as the RIF seniority date. This does not change the application of seniority in any other provisions of this agreement.
- B. The District will identify the position or hours at a specific work location to reduce. Implementing the reduction will be determined according to seniority.
- C. An employee identified for reduction shall exercise seniority in any lateral or lesser position in their current job title, job classification, and then by department, if qualified, consistent with the bumping provisions below.
- D. If an employee cannot bump into a position within the department, then the employee shall exercise seniority in any position at a lower pay rate in the bargaining unit, if qualified, consistent with the bumping provisions below.
- E. Qualifications for Bumping into Another Department or Classification An employee is qualified to bump into a position outside of their current classification or department, including an entry level position, in the following circumstances:
 - a. by exercising seniority for a position for which they are qualified;
 - b. by demonstrating previous documented training and/or relevant experience in the other skill area; or
 - c. by successfully completing the standard training provided to newly-hired entry-level custodial, food services, or facilities positions, if otherwise qualified for the position.

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

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

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

To expedite the bumping process, the Human Resources designee and an SEIU representative will meet with, email, or call employees, beginning with the employees whose jobs have been reduced and progressing in seniority order through those employees who are bumped from their positions.

- G. No steps of a reduction, described above, may be passed over.

Section 15.3 Recall

Section 15.3.1 Recall Pool Employees impacted by a reduction shall remain in a recall pool for a period of twenty-six (26) months from the effective date of the reduction (i.e., an employee released from work on June 5, 2009 would remain in the employment pool until August 5, 2011).

Section 15.3.2 Employees in the recall pool shall be offered an opportunity to recall if positions become available according to seniority as follows:

The District will fill any open positions consistent with Article 10 (Job Vacancies and Bid Procedures) except that any employees in the recall pool may accept an open position laterally in a job title from which they were reduced in seniority order of those employees within the job title and before any employees may promote into the position. An employee may not be recalled into a position that would result in an increase in hours or wages.

If the recall process concludes with an open position that would otherwise be offered to an individual who is not a regular, permanent bargaining unit employee, the District will offer the position first to qualified employees in the recall pool in seniority order.

Section 15.3.3 Maintenance and Loss of Recall Rights The recall pool and recall rights will be maintained as follows:

Section 15.3.3.1 An employee will be removed from the recall pool after twenty-six (26) months.

Section 15.3.3.2 An employee is considered to have been “made whole,” and will be removed from the recall pool, when they have returned to a position equal in job title, daily hours, work location, and classification as held prior to reduction. If an employee has not been made whole, they will not be removed from the recall pool unless another provision allows removal from the recall pool.

Section 15.3.3.3 If through a process other than recall an employee accepts a position for more hours at their pay rate at the time of reduction or a greater pay rate than the position from which they were reduced (i.e., they are made greater than whole), they shall be removed from the recall pool, even if they have a different work location than before being reduced.

Section 15.3.3.4 An employee who does not accept a position in the job title or job classification they were reduced or laid off from shall lose recall rights and be removed from the recall pool. Such loss of recall rights shall not be cause to limit eligibility to be considered for reemployment by the district in the future.

Section 15.3.3.5 An employee who refuses to bump into a position in the department from which they were reduced (but a different classification) shall lose recall rights for positions other than their original job title or classification upon the next refusal to recall to an open position in that department.

Section 15.3.3.6 An employee who refuses to bump into a position in a department outside of the department from which they were reduced shall have two opportunities for recall within their original department. They shall lose recall rights for positions other than their original classification after the second refusal.

Section 15.3.4 Substitute List Employees who are in the recall pool, and choose to be on the substitute list shall be the first considered for substitute work in the district, provided that the work does not conflict with any position the employee holds with the District.

Section 15.3.5 Employees released from District employment for reasons of reduction in force or job elimination shall retain their Illness, Injury, and Emergency Leave and seniority rights while they are in the recall pool pursuant to Section 15.3 (Recall).

ARTICLE XVI – HEALTH AND WELFARE

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

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

Employees who are not expected to work enough hours in order to be initially eligible, but who work at least the number of hours to be eligible during the contract year, shall become eligible to enroll for benefits in the current contract year upon reaching the eligibility threshold of hours in the month after attaining the threshold of hours and deemed eligible for the remaining contract year, so long as they maintain an employment relationship. This provision shall include substitute employees.

16.3 Premium Payments The District shall remit insurance premium payments toward premiums of School Employees Benefits Board medical and non-medical plans for all employees deemed eligible to the Health Care Authority.

16.4 SEBB Enrollment Enrollment for medical and non-medical plans shall be determined by the SEBB, but will generally be in the fall for January 1 plan implementation.

16.5 Health Benefit VEBA Mitigation Fund The District shall contribute an amount of money per bargaining unit employee per month, per the table below, for the purpose of contributing to each employee’s VEBA account.

Plan Year	September 1, 2025	September 1, 2026
District Contribution Rate	\$80.00	\$95.00

Section 16.6 VEBA The District has adopted the VEBA Health Reimbursement Plan (Plan) pursuant to RCW 28A.400.210. The District agrees to contribute to the Plan on behalf of all employees defined as eligible to participate in the Plan. Each eligible employee must submit a completed and signed Membership Enrollment Form to become a Plan participant and be eligible for benefits under the Plan. The following selected contribution(s) shall be made during the term of this agreement, and the Union shall notify and re-authorize such agreement with the District annually consistent with Internal Revenue Service regulation.

Section 16.6.1 Sick Leave Contributions – Retirement or Separation from Service Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this agreement.

Section 16.7 District Vaccination Support The District will make ongoing efforts to partner with local health care providers to provide employees information and vaccination/shot clinics as possible. These opportunities for vaccinations/shots shall include such vaccinations/shot such as Hepatitis, annual flu shots, COVID-19 vaccinations and other active epidemic vaccines as determined through labor management discussion.

Section 16.8 District directed Testing/Screening/Quarantine Should the District direct an employee to be away from work at the direction/order of the health department, the Employee and the District will discuss all available leave options. The Employee may bring, at their discretion, a union representative to such meeting.

ARTICLE XVII – GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XVIII – EVALUATIONS

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

Section 18.2 The District shall designate a director or supervisor to complete performance evaluations for each employee in the bargaining unit. Head custodians, educational technology leads, central kitchen leads, and kitchen leads will not be required to sign final evaluations for employees under their direction. However, they will, upon request, provide information to the appropriate evaluator about job performance of employees under their direction.

Section 18.2.1 Custodial Evaluations During the annual evaluation period, the designated director or supervisor will conduct at least one (1) in person observation or check-in. Observations or check-ins will be scheduled with advance notice and are intended to provide custodians and the designated director or supervisor a greater opportunity for two-way feedback regarding performance expectations at the worksite.

Section 18.2.2 In the event that any evaluation report indicates that the employee has serious performance deficiencies in one or more areas of the evaluation, the evaluator shall develop a written performance improvement plan (PIP) designed to improve the employee's effectiveness in the deficient area(s). A PIP will include at least the following elements: the areas in which performance expectations are not being met and one or more relevant examples of the deficiency in each area, the resources the District intends to make available to assist the employee in meeting performance expectations, the dates of scheduled meetings for feedback during the PIP process, and the expected end date of the PIP process. PIPs will generally last from three (3) to six (6) months. An employee under a performance improvement plan (PIP) may be prohibited from job transfer or promotion until the conclusion of the PIP.

Section 18.3 The evaluator shall meet with the employee during the fourth quarter of the current school year to review the results of the employee's written evaluation. The written evaluation should be presented to the employee as soon as possible after being written. A copy of the written evaluation will be given to the employee. Evaluation conferences conducted outside the regular workday will be compensated at the regular rate, not to exceed one-half (1/2) hour.

Section 18.4 Upon receipt of the evaluation, the employee shall have the right to attach written comments to the evaluation to be filed in the employee's district personnel file.

Section 18.5 The District will use the same criteria for evaluating each job classification.

ARTICLE XIX – PROFESSIONAL DEVELOPMENT

Section 19.1 Professional Development and Training The District and the Union affirm their commitment to an ongoing system of professional development and training that will provide opportunity for the development of the potential occupational and professional knowledge, skills and abilities of each employee. In addition, the District and Union commit to develop a training plan to train Educational Technology, Custodial, Buildings and Grounds, and Food Services staff on multiple systems to better support the needs of the District.

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

Employee Directed Professional Development Funds:

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

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

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

It is the intent of the parties to regularly review professional development needs relating to job requirements. Each department will meet to discuss ongoing needs for professional development

for the department. The parties recognize the need for ongoing professional development within budget and operational needs.

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

Section 19.2 Employees of the SEIU Bargaining Unit may attend vocational classes at the Bellingham Technical College (not during regular working hours) on a space available basis, as approved by the President of Bellingham Technical College. Such courses shall be in the mutual interest of the District and the employee, as determined by the Director of Facilities and Sustainability and the employee. Written copies of such decisions shall be forwarded to the Assistant Superintendent of Human Resources and the employee. Tuition of approved classes will be paid by the District. Non-tuition expenses and materials will be the responsibility of the employee.

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

Section 19.3 Employees whose job description and job duties require them to maintain a Commercial Driver's License (CDL) are subject to Department of Transportation (DOT) regulations and will be subject to controlled substances testing as outlined in Policy/Procedure #5202.

Section 19.3.1 For positions under this Agreement which require the employee to maintain a Commercial Driver's License (CDL), the District will cover in full the cost of the complete required CDL re-exam when required and when performed by the District-designated occupational medicine physician/clinic. Employees who choose to have this exam performed by another physician will not be eligible for reimbursement.

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

Section 19.4 Custodial Professional Development During the term of this Agreement, the District and the Union shall meet to discuss and determine a professional development plan for custodians who wish to promote to head custodian positions. Such plan will include, but is not limited to knowledge, skills, and ability (KSA's) for the position and communication skills, related to head custodian positions.

Section 19.5 Professional Organization Stipend The District shall create a fund of \$1,000 for the purpose of school employee professional organizations. Additional organizations may be

included by mutual agreement of the parties through the labor management process. Food services employees are eligible for reimbursement for membership in the Washington School Nutrition Association (WSNA), custodial, maintenance and grounds employees are eligible for reimbursement of membership in the Washington Association of Maintenance and Operations Administration (WAMOA). Each employee is eligible to be reimbursed up to \$100 per employee for this purpose.

ARTICLE XX – GENERAL CONDITIONS

Section 20.1 Any differences in administering this Agreement over wages, hours, working conditions, and any clause contained herein shall be subject to the grievance procedure.

Section 20.2 Any clause in this Agreement that is in conflict with any federal or state law now in existence or any law or laws that may hereafter be passed by regular constitutional authorities shall be amended to conform to such laws.

Section 20.3 No clause in this Agreement shall be construed to lower any existing working conditions or benefits.

Section 20.4 Subcontracting: The District will not subcontract bargaining unit work during the term of this Agreement, except when the needs of the District cannot be supported by employees of the bargaining unit because (1) the services or circumstances are uncommon, special, highly technical, peculiar, or unique in character, (2) the services require equipment not possessed by the District or employees, (3) the District's current employees are not legally permitted to perform the work, or (4) there are health or safety reasons. The District will notify the Union about a subcontracting exception a minimum of ten (10) working days in advance, unless an emergent circumstance develops in which no opportunity for preplanning is possible. The Union will evaluate the contracting exception, determine if it agrees, and notify the District of its decision.

Subcontracting agreements with the District will be for a set time or for specific project work and will be provided to the Union upon request. The number of subcontracted personnel should be only those personnel required to perform the specific work presented in the right of first refusal. The District may not purposefully eliminate maintenance and grounds positions in order to justify subcontracting.

Section 20.5 In case of temporary absence of longer than three (3) days' duration involving a lead position, i.e., head custodian, assistant head custodian, and cafeteria manager, every effort shall be made to utilize existing regular personnel, in appropriate order, prior to assigning substitutes.

Section 20.6 Staffing As part of the District's budgeting process, the District and the Union, through the labor management process, will meet annually to discuss staffing for the following school year.

ARTICLE XXI – WAGES

Section 21.1 2025-2026 Effective September 1, 2025, all wage rates on the salary schedule shall be increased by four and one-half percent (4.5%), inclusive of the inflationary increase from the State of Washington for classified employees (IPD). Additionally, the following adjustments will be made to the wage schedule:

- All positions in the Custodial and Buildings and Grounds departments will be improved by an additional one quarter of one percent (0.25%).
- The Food Services Rover position will be paid at the Central Kitchen Cook pay level.
- The Central Kitchen Warehouse Manager position will be added to the salary schedule equal to the Central Kitchen Manager pay level.
- All positions in the Food Services department will be improved by an additional two percent (2.0%) on the wage schedule.

Section 21.2 2026-2027 Effective September 1, 2026, the salary schedule shall be modified to include a new longevity Step 10 beginning at year 12 at two percent (2%) above the Step 9 wage rate. Each successive step will be two and one-half percent (2.5%) above the previous step. After the addition of the new step in the salary schedule, all wage rates on the salary schedule will further be increased by the inflationary increase from the State of Washington for classified employees (IPD), plus an additional two percent (2.0%). Additionally, the following adjustments will be made to the wage schedule:

- All positions in the Custodial and Buildings and Grounds departments will be increased by an additional one quarter of one percent (0.25%).
- All positions in the Food Services department will be increased by an additional two percent (2.0%).

ARTICLE XXII – LENGTH OF AGREEMENT

Section 22.1 This Agreement shall remain in full force and effect for two (2) years from September 1, 2025 to August 31, 2027.

1/9/2026
Dated this _____ day of January 2026.

1/9/2026
Dated this _____ day of January 2026.

Service Employees International Union Local 925

Bellingham School District #501

Signed by:
Brandon D. Tippy
9BF7DB1BC2C47B...
Brandon D. Tippy, SEIU Organizer Representative

Signed by:
Greg Baker
02AF5AB5F991494...
Greg Baker, Superintendent of Schools

Lucy Smith
2B8FCE58F46F4ED...
Lucy Smith, Facilities and Sustainability President

Peter Shockey
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Peter Shockey, Facilities and Sustainability Vice President

Steven Thornton
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Steven Thornton, Facilities and Sustainability Secretary

Nancy Seifrit
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Nancy Seifrit, Food Services President

Corinne Schenck
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Corinne Schenck, Food Services Vice President

Elizabeth Van Niekerk
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Elizabeth Van Niekerk, Food Services Secretary

M. Lahti
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Malory Lahti, Custodial President

Joy Lovingood
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Joy Lovingood, Custodial Vice President

Gabriel Lukeris
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Gabriel J. Lukeris, Custodial Bargaining Team

Jacob Gilchrist
2CF5F6B9F5284A0...
Jacob Gilchrist, Technology Co-President

Tyler Parbon
2C32C618A2024A1...
Tyler Parbon, Technology Co-President

**BELLINGHAM PUBLIC SCHOOLS
SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 925**

SALARY SCHEDULE

2025-26

Custodial Positions

Step	Year	Custodian	Graveyard Custodian	Assistant Head Custodian Middle School	Assistant Head Custodian High School	Head Custodian Elementary	Head Custodian Middle School/ District Office	Head Custodian High School
1	1	28.30	28.75	28.75	29.39	30.46	31.69	32.45
2	2	29.10	29.61	29.61	30.27	31.40	32.67	33.41
3	3	29.37	29.84	29.84	30.44	31.66	32.88	33.70
4	4	29.54	30.05	30.05	30.72	31.92	33.12	33.92
5	5	29.78	30.30	30.30	30.95	32.12	33.38	34.18
6	6	30.08	30.54	30.54	31.26	32.45	33.73	34.54
7	7	30.37	30.89	30.89	31.57	32.80	34.04	34.88
8	8	30.69	31.20	31.20	31.90	33.11	34.39	35.23
9	10	30.98	31.51	31.51	32.19	33.44	34.74	35.59
10	15	31.30	31.85	31.85	32.53	33.77	35.09	35.94
11	20	32.10	32.64	32.64	33.34	34.61	35.96	36.84
12	25	32.89	33.47	33.47	34.17	35.48	36.87	37.77

**BELLINGHAM PUBLIC SCHOOLS
SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 925**

SALARY SCHEDULE

2025-26

Grounds and Maintenance Positions

Step	Year	Maintenance Laborer Seasonal	Grounds & Maintenance Utility Annual	Maintenance Specialist Grounds	Lead Grounds	Classification by Trade: Carpenter, Painter, Electrician, Plumber, Equipment Repair	Building Automation Tech/HVAC
1	1	28.10	32.04	34.16	36.70	41.88	45.21
2	2	28.94	33.02	35.18	37.82	43.18	46.30
3	3	29.18	33.27	35.43	38.10	43.47	47.47
4	4	29.40	33.55	35.70	38.37	43.84	47.96
5	5	29.62	33.78	36.03	38.69	44.15	48.44
6	6	29.90	34.15	36.35	39.05	44.57	48.93
7	7	30.18	34.49	36.72	39.47	45.05	49.42
8	8	30.51	34.83	37.09	39.85	45.52	49.89
9	10	30.81	35.17	37.46	40.26	45.97	50.39
10	15	31.12	35.54	37.83	40.65	46.43	50.90
11	20	31.90	36.43	38.78	41.67	47.58	52.17
12	25	32.69	37.34	39.75	42.70	48.77	53.48

**BELLINGHAM PUBLIC SCHOOLS
SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 925**

SALARY SCHEDULE

2025-26

Food Services Positions

Step	Year	Food Services Assistant I	Food Services Assistant II	Central Kitchen Production Assistant	Food Services Lead	Central Kitchen Cook/Rover	Central Kitchen Lead	Central Kitchen/Warehouse Manager
1	1	22.02	22.56	23.01	26.22	27.29	32.74	37.65
2	2	22.25	22.78	23.24	26.47	27.57	33.07	38.02
3	3	22.45	23.01	23.47	26.74	27.86	33.40	38.41
4	4	22.67	23.24	23.71	27.01	28.13	33.74	38.79
5	5	22.93	23.47	23.95	27.28	28.41	34.08	39.20
6	6	23.14	23.71	24.18	27.55	28.70	34.41	39.57
7	7	23.37	23.95	24.43	27.82	28.98	34.77	39.99
8	8	23.62	24.18	24.66	28.12	29.27	35.10	40.37
9	9	23.86	24.43	24.92	28.40	29.56	35.46	40.78
10	15	24.32	24.92	25.42	28.94	30.16	36.16	41.61
11	20	24.92	25.54	26.06	29.67	30.91	37.07	42.65
12	25	25.54	26.18	26.71	30.41	31.69	38.00	43.72

**BELLINGHAM PUBLIC SCHOOLS
SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 925**

SALARY SCHEDULE

2025-26

Technology Positions

Step	Year	Help Desk	Technician I	Technology Support Specialist	Technician II	Student Information Systems Technician	System Analyst	Network Administrator
1	1	34.98	39.59	43.75	45.10	45.28	52.14	59.48
2	2	35.85	40.59	44.82	46.19	46.43	53.44	60.96
3	3	36.76	41.59	45.95	47.36	47.57	54.79	62.49
4	4	37.12	42.02	46.42	47.84	48.05	55.32	63.10
5	5	37.49	42.43	46.87	48.33	48.55	55.87	63.74
6	6	37.85	42.85	47.34	48.81	49.03	56.45	64.36
7	7	38.23	43.29	47.83	49.30	49.51	57.01	65.03
8	8	38.63	43.72	48.30	49.77	50.00	57.56	65.68
9	10	38.98	44.15	48.78	50.27	50.50	58.15	66.32
10	15	39.39	44.60	49.27	50.78	51.02	58.73	66.98
11	20	40.38	45.72	50.50	52.04	52.30	60.19	68.66
12	25	41.38	46.86	51.77	53.35	53.60	61.71	70.37

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

Attachment

Maintenance Laborer Position Incumbents

Effective September 1, 2025, existing Maintenance Laborer Seasonal employees will be reclassified as Grounds & Maintenance Utility. The District and the Union will discuss job progression expectations for future Maintenance Laborer Seasonal employees through the labor management process.

**Letter of Agreement
between the
Service Employees International Union, Local 925
and the
Bellingham School District
Keep Washington Working**

The Bellingham School District (“District” or “Employer”) and Service Employees International Union, Local 925 (“Union”), agree to the following letter of agreement (“Agreement”) regarding potential immigration issues.

Section 1. Legal Compliance: The provisions contained within this agreement shall in no way prohibit the District from honoring and complying with a duly authorized warrant and in no way shall obligate the District or any of its agents to violate any State or Federal statutes.

Section 2. Inquiries and Notification: The District will comply with the law and its policies, procedures and practices when requesting documentation regarding an employee’s immigration status.

The Employer will promptly notify the Union if the District is contacted by the Department of Homeland Security (DHS); Immigration and Customs Enforcement (ICE); or the Department of Justice (DOJ), about an immigration issue related to a bargaining unit employee, provided such notification does not violate federal or state law.

Section 3. Employer Self-Audits: Absent a requirement from a federal, state, or local enforcement agency, the Employer will not conduct an immigration-related audit or inspection of I-9 forms or personnel records and will not allow any other private or public entity to conduct such an audit or inspection. This does not preclude appropriate staff from engaging in normal and customary compliance work.

Section 4. Inquiries Into Immigration Status: Absent a legal requirement or a legitimate and nondiscriminatory business interest, the Employer will not require an employee to respond to questions or provide documentation of immigration status.

Section 5. Work Disruption during Immigration Proceedings: If an employee is unable to attend work because of an immigration issue, the employee may reach out to Human Resources to review potential leave options. Employees will be allowed to utilize accrued leave or request unpaid leave to attend immigration matters.

Section 6. Procedure. The procedures for when an immigration agent seeks access to a school site are as follows:

1. If an immigration agent requests access to an employee or a school site, staff shall deny immediate access, alert the principal and forward the request to the superintendent/general counsel for review.

2. The superintendent/general counsel shall ask for the immigration agent’s credentials, ask the agent why the agent is requesting access and ask to see a warrant.
3. To be valid, the warrant must state the purpose of the interview, identify the search location, reference a specific person, include an accurate date and be signed by a federal or state judge.
4. Upon receipt and examination of the required information, the superintendent/general counsel will determine whether immigration agents will be allowed to contact or question the individual named on the warrant and will communicate that decision to the principal or designee.
5. The superintendent/general counsel will make a reasonable effort to notify the employee of the interview, if legally permitted to do so.
6. The superintendent/general counsel, principal or designee will take steps to ensure the agents are not given access to information, records or areas beyond that specified in the warrant.

Any contrary provision in the District’s policies and procedures regarding the process for when immigration agents seek access to a school site will prevail.

Section 7. Immigration Information: The Employer shall inform relevant employees of District policy and appropriate protocols to respond to Immigration Enforcement should they request entrance to the school facilities or grounds.

Section 8. Changes in Immigration Law: The Union and the District appreciate and understand the current conditions of immigration enforcement may change working conditions for employees and impact employees’ families. The Union and the District will, at the request of either party, negotiate over impacts on working conditions stemming from compliance with the Immigration Reform and Control Act and any other current or future legislation, government rules, regulations, or policies related to the employment of noncitizens.

This Agreement shall be effective upon signature by both parties and included as a side letter agreement attached to the Collective Bargaining Agreement between the parties. The Parties agree to review this Agreement when the CBA is open. At that time, the Parties will determine whether this Agreement should be continued, or sunset.

For District:

Signed by:

02AF5AB5F901404...

 Greg Baker, Superintendent
 Bellingham School District #501

Date: 1/9/2026

For Union:

Signed by:

98FB7DB18C2C47B...

 Brandon Tippy, Internal Organizer

Date: 1/9/2026