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Collective Bargaining Agreement

Between The Service Employees
International Union Local 925

and

South Kitsap School District
No. 402



September 1, 2017—August 31, 2021

SKSD/SEIU 2017-2021
 COLLECTIVE BARGAINING AGREEMENT
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PREAMBLE

This Agreement is by and between the South Kitsap School District No. 402, County of Kitsap, hereinafter referred to as the “District,” and Local No. 925 of the Service Employees International Union, hereinafter referred to as the “Union.” This Agreement includes the following Articles and Sections:

DEFINITIONS

Unless the context in which they are used clearly requires otherwise, when used in the Agreement:

The term “**Agreement**” shall mean this entire Collective Bargaining Agreement.

The term “**Board**” shall mean the Board of Directors of the South Kitsap School District No. 402.

The term “**days**” shall mean calendar days unless otherwise specifically defined in this Agreement. The exception shall be “Leave” days which is defined by each section, i.e., Sick Leave, Bereavement Leave.

The term “**consecutive days**” for the purposes of calculating consecutive days worked for substitute and temporary employees shall be based on the work calendar of the absent employee. In the event a substitute or temporary continues to be employed for the same absent employee or in the same temporary position prior to and after a scheduled calendar break, then the last scheduled work date of the absent employee in one school year shall be consecutive to the first scheduled work date of the same absent employee in the next school year. Likewise, the last scheduled work date of the absent employee prior to a school break (i.e. winter or spring break) shall be consecutive to the first scheduled work date of the same absent employee following the scheduled school break. The District shall not deliberately interrupt the assignment of a substitute or temporary employee for the express purpose of breaking the assignment to avoid consecutive day pay, i.e. purposefully break an assignment at 19 or fewer days to avoid paying long-term pay on the 20th day.

The term “**District**” shall mean the South Kitsap School District No. 402, or an authorized administrator or supervisor employed by the school district

The term “**joint committee**” shall mean a committee consisting of equal numbers of members appointed by the Union and the District, unless otherwise mutually agreed to by the parties.

The term “**Union**” shall mean the Service Employees International Union, Local No. 925.

ARTICLE I

ADMINISTRATION

Section 1.1 Recognition

Section 1.1.1 The District agrees to recognize the Union as the bargaining agent for employees usually employed as full- or part-time workers engaged in maintenance, food service, transportation, and operation of the schools, buildings, and grounds in regard to wages, hours, and working conditions.

Section 1.1.2 Substitutes The Union shall also represent substitutes who have been employed by the District for more than thirty (30) cumulative days of work (regardless of the length of a workday) within the current school year or the immediately preceding school year and continue to be available for employment as a substitute.

Section 1.2 Definitions of Employees

Section 1.2.1 Regular Employee All full-time and part-time annual employees, all full-time and part-time school-term employees.

Section 1.2.2 Full-Time Annual A person employed for eight (8) hours per day for two-hundred sixty (260) days per year, inclusive of holidays and vacation.

Section 1.2.3 Part-Time Annual A person employed for less than eight (8) hours per day for two-hundred sixty (260) days per year, inclusive of holidays and vacation.

Section 1.2.4 Full-Time School-Term A person employed for eight (8) hours per day for one-hundred eighty (180) but less than two hundred sixty (260) workdays, exclusive of holidays.

Section 1.2.5 Part-Time School-Term A person employed for less than eight (8) hours per day for one-hundred eighty (180) but less than two hundred sixty (260) workdays, exclusive of holidays.

Section 1.2.6 Temporary Employee A person employed to work a short-term number of days in an identified temporary position, e.g. summer grounds employees, summer school extra custodians or an open position while the position is being posted and filled. Temporary employees who meet the requirements of Section 1.1.2 shall be paid in accordance with Article VIII of this Agreement.

Section 1.2.7 Substitute Employee A person employed to work in the position of an absent employee. A substitute who does not meet the requirements of Section 1.1.2 for bargaining unit representation shall be paid at the District-established rate of pay. Substitutes who meet the requirements of Section 1.1.2 shall be paid in accordance with Article VIII of this Agreement.

Section 1.3 Conformity to Law

Section 1.3.1 The District and the Union agree that this Agreement shall be binding on both parties except that if any section(s) or provision(s) is, or shall be, contrary to law, then such section(s) or provision(s) shall not be applicable, performed or enforced, except to the extent permitted by law. The remainder of this Agreement shall not be affected thereby and the District and the Union shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of the specific section(s) or provision(s).

Section 1.4 Agreement Compliance

Section 1.4.1 All individual employment authorizations between the District and an individual employee in effect during the duration of this Agreement shall be subject to, and consistent with, the terms and conditions of this Agreement.

Section 1.5 Policies and Laws

Section 1.5.1 All employees shall be provided access by the District to the policies and laws referenced in this agreement. Pursuant to board policy #5021, where there is a conflict between the terms of this collective bargaining agreement and the district's policy, the law provides that the terms of this collective bargaining agreement shall prevail in regard to the staff covered by this agreement. When a matter is not specifically provided for in this contract, the District's policies shall govern.

Section 1.5.2 Handbooks, Manuals, Operating Procedures. This Agreement supersedes specific provisions of any district or departmental policies, handbooks, manuals, or operating procedures with which it conflicts. Absent of such a conflict, bargaining unit members will follow processes and procedures as outlined in the district documents. In the event policies, process, or procedures are developed or changed in a manner that significantly impacts wages, benefits, and working conditions of employees, the District will provide the Union with notice and will meet upon request to negotiate with regard to such impacts through Labor Management Committee.

Section 1.6 Electronic Communications It is the intent of both the District and the Union to be responsible stewards of natural resources and publicly funded materials. To this end, wherever in this Agreement a notice or document is required to be provided by the District or Union, the terms of this Agreement may be fulfilled by providing such notice or documentation by electronic communications or printed copy or by providing information regarding the location of such information that is available on a website. Where a hard copy exists, it shall be made available for review upon request.

ARTICLE II

RIGHTS OF THE DISTRICT

Section 2.1 Management Rights

Section 2.1.1 The rights, powers, authority, and functions of management shall remain exclusively vested in the District and its Board, except as specifically and expressly limited by the language of this Agreement.

Section 2.1.2 All matters not covered or treated by the language of this Agreement will be administered by the District as from time to time it may determine.

Section 2.1.3 The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making such rules and regulations, the District shall give due regard to the rights of employees and to the obligations imposed by this Agreement.

ARTICLE III

RIGHTS OF THE EMPLOYEE

Section 3.1 Non-Discrimination

Section 3.1.1 No employee shall be unlawfully discriminated against or discharged because of his/her membership in (or lack thereof) or participation in lawful activities on behalf of the Union. Employees have the right under RCW 41.56 to participate in the management of the Union and to represent the Union's viewpoint.

Section 3.1.2 Neither the District, nor the Union, shall illegally discriminate against any employee subject to this Agreement on the basis of age, gender, race, color, creed, national origin, religion, marital status, political activity or lack thereof, or the presence of any sensory, mental or physical disability unless based upon a bona fide occupational qualification. The prohibition against discrimination because of such disability shall not apply if the particular disability prevents the employee from performing the essential functions of their assignment.

Section 3.1.3 Any application of the Agreement that is in or would be in conflict with federal or state law regarding mental, physical, or sensory disability shall be modified to conform to law. Such a modification will, as necessary, supersede the express terms of the Agreement and shall be a non-grievable occurrence.

Section 3.2 Job Descriptions

Section 3.2.1 Job descriptions shall be posted on the district website. Each employee shall be given the job description for his/her classification upon hire. The employee shall be notified of any change in his/her job description.

Section 3.2.2 New job descriptions or job descriptions that are changed shall be submitted to the Union and affected employees for input prior to final adoption. The parties shall negotiate wage schedule placement for subsequently adopted job descriptions of such new or revised positions.

Section 3.3 Probationary Periods, New Hire Status

Section 3.3.1 All new employees shall be hired on a conditional status pending completion of the required background and fingerprint checks in accordance with Washington State law.

Section 3.3.2 New regular employees shall serve a ninety (90) day probationary period before becoming permanent employees. Such employees shall be evaluated on or before sixty (60) calendar days. Employees are given permanent status only if their work has been satisfactory and only if their position is permanent. Probationary and Conditional employees shall be entitled to contractual rights from date of employment with the exception as defined in 3.3.3, below.

Section 3.3.3 Probationary and Conditional status employees may be discharged, terminated, or suspended from employment by the District at its discretion. Such discharge, termination, or suspension will not be subject to the Grievance Procedures of this Agreement.

3.4 Public Disclosure Public records requests for documents containing sensitive personal information about specific employees shall be handled in accordance with applicable state laws and district policies and procedures. The District will attempt to determine if the employee has consented to the request, and if not, the District will make a reasonable attempt to provide the employee five days' notice prior to disclosing documents that the District concludes are subject to disclosure. The district will notify SEIU five business days in advance of disclosure of any public records that include lists of employees, employee contact information, employee schedules, employee affiliations, or employee financial information. This section does not waive the District's immunity under RCW 42.56.060 and does not create a personal contractual claim for wrongful disclosure for failure to provide such notice.

ARTICLE IV

RIGHTS OF THE UNION

Section 4.1 Job Stewards

Section 4.1.1 The District agrees that the Union may establish Job Stewards. The Union shall annually notify the District of the assigned Job Stewards. The District and the Union agree that all employees, including job stewards and administrators, should be treated with an equally high level of respect and human dignity.

Section 4.2 Information/Access

Section 4.2.1 The Union will have the right to use inter school mail, email, FNS transport carts, and school mailboxes for announcements and business information related to Local 925; provided that such information is not used for political purposes. Further, such usage shall not violate U. S. Postal regulations, nor shall it be used to avoid required postage costs.

Section 4.2.2 The Union will have access to at least one (1) bulletin board in each school/work facility for the purpose of posting Union notices.

Section 4.2.3 The Union may use District buildings for meetings during non-working hours as per District policy. The Union representatives shall obtain approval from building administration prior to using such buildings. The Union shall have the right to use District office equipment duplicating equipment, and audiovisual equipment. The Union shall reimburse the District for the use of the printing, copier or fax equipment in accordance with District policy and procedure. The Union shall be liable for negligence or any willful damage occurring from its use of District building and/or equipment.

Section 4.2.4 Monthly Dues List Remittance Each month the District shall provide the union with the following information for each bargaining unit member: first name and last name, dues deducted, COPE deduction amount if any, gross pay for the previous month, and hours worked or paid in the previous month. If information comes in separate lists, all data will include unique identifier for each employee.

Section 4.2.5 Monthly-New Hires / Terminations / Status Changes The District will copy SEIU on personnel action forms for new hires, separations from employment, or changes in assignment. This communication will include the employee's unique identification number, if one has been assigned.

Information related to workers who are newly hired or newly union eligible will be provided to SEIU via union cards distributed to employees at the time of hire.

Section 4.2.6 Annual List Each year the District will provide upon request a full bargaining unit list which shall include all current workers in the bargaining unit. The list shall include (to the extent available): first name and last name, home address, home phone, cell number and home email address, job classification/title, department, work location, hire date, FTE status, rate of pay.

Section 4.3 Union Membership/Dues Deductions

Section 4.3.1 The District agrees to deduct union dues from the wages of each employee who signs and delivers to the District, or submits directly to the Union Local office, a membership card authorizing the deduction of dues and assessments required of Union members. The Union will notify the District, in a timely manner, of any signed membership cards that have been received by the Union Local office. The District agrees to send all original membership cards and union dues to the office of the Union by the 15th of each month.

Section 4.3.2 Indemnity Clause The Union will indemnify, defend and hold the District harmless against any claims made, and any suit instituted against the District on account of any check off of Union dues. The Union agrees to refund to the District any amounts paid to it in error on account of the check off provision upon presentation of proper evidence thereof.

Section 4.3.3 The District agrees to make available to the Union and Chapter President or designee, upon request, a report of all new hires, including substitutes and temporary employees.

Section 4.3.4 Access to New Members and Orientation The District will provide the Union reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Union. No employee may be mandated to attend the meetings or presentations by the Union. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Union.

The District will provide a New Employee Orientation to all employees during their first month of employment. During new employee orientations, the District will provide employees with a copy of this Agreement and/or provide them with information on how to access it electronically as well as written information provided by SEIU regarding optional Union membership, including membership cards and contacts of SEIU stewards, in order to facilitate new employee orientation by SEIU.

A Union designee will have 15 minutes during at least one (1) departmental in-service day per year to present information about the Union to bargaining unit employees, answer questions and enroll them in the Union.

Section 4.4 Contracting Out

Section 4.4.1 The District agrees that in the event of entering into a contractual arrangement by the terms of which the District shall permit any work to be undertaken by other than the present employee in their classification, the District shall require as a condition of such contract that the other party agrees to be bound by the terms and provisions of this Agreement for its duration. This section is not applicable to temporary services where appropriate District equipment or personnel are unavailable. The cost and contracts applicable for any such temporary services will be made available to the Union at any time upon request.

4.4.2 Chartering Trips Trips of less than 200 actual one-way miles shall use District drivers and school buses, if available. The District may use charter buses when requested for trips whose actual mileage is 200 miles or more one-way. Mileage shall be determined by the transportation department by entering the city or town of origin (i.e. Port Orchard, WA) and the city or town of destination into MapQuest.com and mapping the actual route at the time the transportation request is received. If for any reason the free internet mapping service currently offered should become unavailable, the transportation department may use a similar neutral website or mapping software to determine actual miles. Buses may be chartered for post season competitions and/or state level competitions if less than 200 actual one-way miles, but not to include rooster buses or any auxiliary supporting buses. Non athletic trips not meeting the mileage criteria are addressed in the Transportation internal procedure.

Section 4.4.3 Interns As a part of its educational mission the District may accept interns from high school or post-secondary educational institutions. A Department that wishes to develop an internship plan will notify the Union, which may designate the names of two (2) members in the affected department who shall have the opportunity to meet with the supervisor to assist in planning the internship. Interns shall not be covered by any other provisions of

this Agreement. No SEIU member shall suffer a reduction in hours or a loss of benefits status as a result of this intern program.

Section 4.5 Meetings

Section 4.5.1 The District and the Union shall schedule periodic meetings (intended to be monthly during the school year) of a joint committee for the purpose of discussing issues of mutual concern and enhancement of communications. The dates, times and places for such meetings shall be established by mutual agreement.

Section 4.5.2 Employees may attend regular Union meetings held during the course of their work shift if: 1) they have received their supervisor's prior permission, and 2) they utilize their duty-free lunch or compensatory time as approved in advance by their supervisor. Such attendance is limited to one (1) regularly scheduled meeting per month.

Section 4.5.3 Whenever any employee is mutually scheduled by the District and the Union to participate during the employee's scheduled working hours in negotiations, grievance proceedings, or conferences, as a representative for a fellow member meeting with management, or participating in a collaborative meeting with management, he or she shall suffer no loss in pay.

Section 4.6 Strike Clause

Section 4.6.1 The Union, its agents, and members agree there shall be no strikes, slowdowns, work stoppages, or other concerted effort which interferes with, impedes, or impairs the normal operation of the District for the duration of this Agreement.

Section 4.6.2 During the term of this Agreement, the District agrees that there will be no lockout of employees covered by this Agreement.

ARTICLE V

WORK HOURS, CONDITIONS

Section 5.1 Work Week/Assignment

Section 5.1.1 The basic workweek shall consist of five (5) consecutive days followed by two (2) days of rest. For payroll purposes, the workweek shall be Sunday through Saturday.

Section 5.1.2 Workweeks other than Monday through Friday may only be established on any five (5) consecutive days. Exceptions may be made in establishing a summer work schedule. The District may establish a summer-hour schedule for employees. Individual department directors may establish summer hours appropriate to their needs, including for example, different start times than the District's and/or a workweek of four (4) days of ten (10) hours per day. Such employees shall not be entitled to overtime pay except as required under state or federal laws. Department schedules are subject to approval by the District. Once approved, the schedules will be made known to the Union.

Section 5.1.3 Assigned Shifts No regular employee will be assigned less than four (4) hours for the workday's work schedule, except for bus drivers and food service employees. The regular a.m. and p.m. bus routes for bus drivers shall be no less than two (2) hours respectively. There is no minimum for all other bus routes. The regular daily schedule for food service employees shall be no less than a total of two (2) hours. These provisions do not apply to overtime or other authorized temporary additional hours.

5.1.4 Voluntary Reductions Employees may apply to voluntarily reduce their daily hours and/or days of employment on an annual basis. Such requests shall be placed in writing by the employee and subject to approval by administration, beginning with the supervisor. Employees who work 12-months and who are scheduled to be compensated 250 or more days (238 day work calendar) for the year shall not experience a reduction in the number of paid holidays and vacation days as a result of a voluntary reduction in days of employment; provided however, should there be a reduction in daily hours of employment the employee's benefits shall be pro-rated in accordance with Section 7.2 of this Agreement. An employee who voluntarily reduces days under this section shall accrue seniority at the pre-reduction rate for up to one (1) fiscal year, or for the remainder of the current year in the event of a mid-year reduction. Upon request, employees shall be provided information needed to make an informed decision about the impact of voluntary reduction.

Section 5.2 Custodial/Journeymen Shift Differentials/Assignments

Section 5.2.1 Custodians and Journeymen working between the hours of 7:30 a.m. to 4:30 p.m. will be recognized as the day shift. No shift differential will be paid.

Section 5.2.2 Custodians and Journeymen working between the hours of 3 p.m. and 11 p.m. will be recognized as the Swing Shift and will be paid the rate as reflected on Exhibit A, Wage Schedule. The shift differential will be determined by the greater number of hours working that fall in the specified time frame.

Section 5.2.3 Custodians and Journeymen working between the hours of 11 p.m. and 7 a.m. will be recognized as the Graveyard Shift and will be paid the rate as reflected on Exhibit A, Wage Schedule. The shift differential will be determined by the greater number of hours working that fall in the specified time frame.

Section 5.2.4 Custodians will do painting as directed by the Head Custodian or building administrator.

Section 5.2.5 Each head custodian shall provide a cleaning schedule at least annually to the building supervisor for approval, and to each custodian when so approved. The building supervisor shall determine if the distribution of work is equitable. If a custodian feels that his or her workload is not equitable with other custodians within the building after speaking with the building supervisor, he or she may request a review of the assigned area by the Director of Facilities or his/her designee, and the workload shall be adjusted if determined to be inequitable.

Section 5.2.6 Hours at the high school shall provide for continuous coverage in eight (8) hour shifts for any days out of seven (7) payable at regular wage rates as outlined in the attached wage schedule. These hours shall be scheduled by the Building Administrator and/or Shift Lead Custodian on a voluntary basis over five (5) consecutive days and shall be adhered to as closely as practicable, subject to approval by the building principal. If necessary, assignment to work shifts will be done on an inverse hire date basis if no one volunteers.

Section 5.3 Bus Drivers

Section 5.3.1 Assignment of Regular Routes Bus drivers shall be subject to all federal, state and local laws applicable to school bus drivers.

Section 5.3.2 Category and Package Selection Dates

Section 5.3.2.1 Package Selection Dates Annually, prior to the end of each school year, the District shall schedule the package selection dates for Regular Routes and Special Needs Routes for the next school year. Route selection shall occur during the summer months and will be scheduled during the week of the Mandatory Driver In-service. Drivers shall bid for routes on the package selection dates by appointment, with the most senior driver selecting first. Each subsequent driver, in seniority order, shall then select their routes until all selections are made. Drivers may select a combination of special needs and big bus routes. Pre-packaged am/pm routes may not be split.

Section 5.3.2.1.1 Mid-Day Routes Open mid-day routes shall be available by seniority/category to those drivers who have not yet been assigned a mid-day route, provided if the mid-day route is a Special Needs route, the driver must be Special Needs trained.

Section 5.3.2.1.2 September Benefits Package hours selected through the initial selection process annually shall be utilized to determine package hours for benefits for the September payroll, provided that no adjustment for package hour/benefit purposes for the month of September shall be made after the September payroll cut-off date.

Section 5.3.2.1.3 If after the initial package pick a driver's weekly hours exceed forty(40) per week, the Transportation Department will allow the driver to continue work up to sixty (60) minutes of overtime per week until the adjustment procedures set forth in Section 5.3.3 have occurred. At that point, the driver will be required to re-bid on a package with a total weekly time of forty (40) hours or less. The total route time is subject to verification by the Transportation Department.

Section 5.3.3 Adjustments to Driver Package Hours Annually, the District shall post the Adjustment Procedures prior to the first day of school. The District shall notify the Union of the specific dates to be utilized in the adjustment procedures, allowing the Union to provide input to the dates prior to the annual posting of the Adjustment Procedures. The dates selected should be as near as practical to the dates included in the Drivers Handbook.

Section 5.3.3.1 The Adjustment Procedures shall, at a minimum, contain the following:

- An opportunity for all drivers to re-bid routes during October based on changes in enrollment, etc. since the beginning of school for that year.
- Specific timelines for drivers to submit updates to the driver's September route sheets, as well as timelines for District review of route information.

Section 5.3.3.2 Drivers shall have five (5) working days from the date of driving their route to submit corrections to their route sheet for District review for package adjustment.

Section 5.3.3.3 Package Hour Adjustments due to a Vacancy that Occurs after the Initial Adjustment Period Should a vacancy occur due to a separation from employment following the Initial Adjustment process pursuant to Section 5.3.3.1, above, the open route(s) will be posted in Transportation for at least three (3) workdays. Drivers may bid for the vacancy by signing a posted bid form prior to the posted closing time. The run will be awarded on the basis of seniority. In the event that no regular driver bids for the vacancy, the Director of Transportation shall fill the vacancy through the normal hiring process.

Section 5.3.3.4 Package Hour Adjustments During the Year The parties recognize that a variety of situations, including changes in student populations, can cause an alteration in route times, up or down. When a change of fifteen (15) minutes or more occurs, the District will have twenty (20) workdays to determine if this change will be “permanent” or not. “Permanent” is defined as expecting to remain in effect from that date through the end of the school year. If the District does determine that the change is permanent, the affected driver’s package hours shall be adjusted accordingly (up or down) for the next applicable payroll period, but no more than monthly. Nothing in this section prohibits the District from making the adjustment determination prior to the expiration of the twenty (20) day period.

Section 5.3.4 Unforeseen Elimination of Route or Run In the event a route is eliminated after the school year has begun, or in the event that an entire afternoon or morning run is eliminated, then the affected driver shall be able to utilize their seniority rights and cause a bump to occur similar to the procedures utilized in Section 5.3.2.1, above, for the annual October adjustments; provided, however, that a driver who loses only one portion of his or her route shall not have the right to keep any portion of the old route when exercising a bump. A driver who loses only a mid-day run shall have the right to bump only another mid-day run under this Section.

Section 5.3.5 Mechanics will not be required to drive students, except in an emergency situation involving student safety. Upon request Mechanics certified to transport students may agree to drive bus routes/field trips when not enough bus drivers are available.

Section 5.3.6 Discipline for School Bus Driver Preventable Accident The National Safety Council’s Safe Driver Award Plan defines a preventable accident as:

“Any accident involving an organizational vehicle which results in property damage and/or personal injury, regardless of who was injured, what property was damaged, to what extent, or where it occurred, in which the driver in question failed to exercise every reasonable precaution to prevent the accident.”

An accident shall be defined as:

- Any time a vehicle comes in contact with another vehicle, object, or person while the driver is in control of or responsible for the vehicle, regardless of whether or not damage or injury to any vehicle, object, or person involved occurred;
- Any time a vehicle incurs damage and the driver is in control of or responsible for the vehicle.

Section 5.3.6.1 Initiation of Accident Review A determination will be made by the Director of Transportation whether to send an accident to the ARC. Accidents not sent to the ARC are those that resulted in no damage or slight damage to a vehicle that can be fixed with minimal time by shop personnel. Examples are a scratch or minor ding that can be rubbed out or fixed with minimal time or repositioning of a mirror.

Section 5.3.6.2 Preventable Accidents The Accident Review Committee will then determine whether an accident was preventable. If an accident is determined to be preventable the following chart will be used for discipline.

Previous 24 Months	TYPE 1	TYPE 2	TYPE 3	TYPE 4
1 st Preventable Accident	Disciplinary Counseling	Verbal Discipline	Reprimand to 1- 3 Day Suspension	5 Day Suspension to Termination
2 nd Preventable Accident	Verbal Discipline	Written to Suspension	1 – 5 Day Suspension	Termination
3 rd Preventable Accident	Written	Suspension	Termination	
4 th Preventable Accident	Suspension	Termination within 24 months of the third preventable accident		

(Further preventable accidents subject to progressive discipline up to termination.)

Type 1: Damage: Less than \$750 and no injury.

Type 2: Damage: \$750 to \$2,500 and no injury.

Type 3: Damage: Substantial property damage between \$2,500 and \$7,500 and/or minor injury.

Type 4: Damage: Property damage equal to or exceeding \$7,500 or injuries requiring immediate medical attention away from the scene for one or more person(s) or a fatality.

Damage: Vehicle and other property damage is initially investigated and estimated by the Director of Transportation or designee.

As a guideline, Transportation Services will normally review a driver’s accident record for the preceding 24 working months.

Section 5.3.6.3 Aggravating Factors The above table is intended to set forth the minimum discipline that will be imposed for preventable accidents. The presence of one or more aggravating factors may result in one or more steps being skipped, up to and including termination for a first accident that causes sufficient concern about student safety or driver fitness. Such aggravating factors include, but are not necessarily limited to:

1. The driver's degree of negligence in the accident.
2. The seriousness of the accident in terms of injury and/or property damage.
3. Whether students were on or near the bus at the time of the accident, and the degree to which they were put at risk, regardless of whether actual injury occurred.
4. Whether the driver admitted to or was found by a court or the District to have violated provisions of the School Bus Driver Handbook.

Section 5.3.6.4 Mitigation of Discipline The mandatory minimum disciplinary steps set forth may be reduced if the Director of Transportation finds extenuating circumstances such as weather, construction or other factors beyond the driver’s control.

Section 5.3.6.5 Post-Accident Protocol A driver who fails to report any known accident to dispatch or a supervisor before leaving the scene of the accident will be disciplined and may be terminated. Failure to report from the scene may be excused only if:

- (1) an emergency situation existed that prevented reporting immediately, or

(2) the driver made every available, reasonable effort to report the accident including radio contact, radio relay requests, and use of a telephone, if available and was unable to do so.

In any case, the driver must demonstrate that he or she reported the accident to Dispatch or a supervisor at the earliest possible opportunity.

Section 5.4. Bus Drivers: Extra Board Trips

Section 5.4.1 All extra trips shall be assigned as described below. Selection shall be by seniority rotation, provided the specific qualifications are met. The following rules apply to all Extra Trips:

Section 5.4.1.1 If a driver is late for an extra trip, does not show up for the extra trip, and/or the Director of Transportation receives complaints, and if the complaint is substantiated, there may be no more extra bus runs for that driver for the rest of the school year.

Section 5.4.1.2 Problems on regularly assigned runs, such as equipment abuse, failure to keep route information up-to-date, frequent substantiated parent complaints, improper warm up, check off and clean up, failure to properly drain air tanks, foul language on bus or bus garage area, excessive incidences, etc., may result in being removed from extra trip categories.

Section 5.4.1.3 A driver cannot accept a trip that conflicts with their work assignment(s) except for overnight trips and trips in excess of fifteen (15) hours.

Section 5.4.2 Summer Work

The following criteria shall be defined as “Summer Work” and may include, but is not limited to, summer bus routes, summer extra trips, shuttles, and assistant mechanic work. Summer work shall be awarded by seniority. Drivers of summer routes shall be provided the opportunity to work no less than 3.0 hrs. per assigned work day.

Section 5.4.3 Long-Term Limited Assignments (such as Quest, Skills Center and ECEAP and activity runs) Long-term limited assignments are factored into a driver’s driving hours and benefits shall be adjusted accordingly. These assignments shall be made by the Director of Transportation considering driving hours, scheduling efficiency and seniority.

Section 5.4.4 Short-Term Limited Assignments (such as shuttles) Short-term limited assignments are factored into a driver’s driving hours. These assignments shall be made by the Director of Transportation considering driving hours, scheduling efficiency and seniority.

Section 5.4.5 Overnight Trips The driver shall be paid for all time in service on an overnight trip. A driver is not “in service” when (1) he or she is completely released from all duties and allowed to leave; (2) he or she is given a definite, specified time to return; and (3) the period of release time is long enough for the driver to use as he or she sees fit. There shall be no expectation of wages after the driver has been released from duty for the remainder of the day. Should a driver be recalled to duty after being released, he/she shall be paid the appropriate rate of pay for the time spent in service. Drivers shall be covered under labor and industries for the entire time acting in the course of employment. The costs of lodging and meals shall be provided at no cost or expense to the driver.

Section 5.5 Hours of Work

Section 5.5.1 Lunch Periods Employees who work more than five (5) continuous hours shall be scheduled for a thirty (30) minute duty-free unpaid lunch period.

Section 5.5.2 Employees required to work through their regular lunch period will be given time to eat at a time agreed upon by the employee and supervisor. In the event an employee is required by the District to work through the lunch period but is unable to receive an agreed upon lunch period, the employee shall be

compensated for this additional worked lunch time at the appropriate rate (including the overtime rate, if applicable).

Section 5.5.3 Rest Periods An employee shall be entitled to a fifteen (15) minute paid rest period for each full four (4) hours of continuous work. The rest period shall be scheduled by the District, as near as practical to the middle of the shift. Interrupted break periods shall be compensated in accordance with the Fair Labor Standards Act.

Section 5.5.4 Calendar The Union shall have an opportunity to provide input to the District prior to the establishment of the annual employee work calendars.

Section 5.5.5 Travel Time Employees who work separate positions at more than one school and who have less than twenty (20) minutes between the end time of one position and the start time of the next position, shall be paid through to allow time for travel between schools.

Section 5.6 Extra Hours of Work/Overtime

Section 5.6.1 Extra Hours of Work When extra hours of work are available, such hours shall be assigned utilizing the following methods:

Section 5.6.1.1 For Custodial Positions A voluntary extra hours rotation schedule shall be maintained at each work site. Normally, custodial employees shall be asked to work available extra hours utilizing the rotation schedule. Exceptions may be made dependent on the nature of the work available, but under normal circumstances every attempt should be made to utilize the rotation schedule. Should an employee decline an opportunity for extra work, their name rotates to the bottom of the list. Likewise, when an employee has accepted and performed extra work, their name rotates to the bottom of the list.

Section 5.6.1.2 For Food Service Personnel at School Kitchens Regular part-time Food and Nutrition Services employees will be given first opportunity for extra hours at their respective kitchen within their classification, if qualified, according to seniority within that assigned kitchen. During secondary school parent-teacher conference weeks in which school food service is eliminated or limited at particular schools, regular food service employees who are not needed to work at their regular assignment will receive first consideration for any substitute work available in the Food and Nutrition Services Department within their classification during the days on which they are not needed to perform their regular jobs. Any such regular worker who fills in as a substitute will be paid at his or her regular rate for the substitute hours.

Section 5.6.1.3 For Bus Drivers Extra hours, including extra trips and summer trips, are made available pursuant to Section 5.4 and its subsections.

Section 5.6.1.4 For Maintenance Support Positions Hours shall be made available based on the qualifications of the employee and the skills necessary to perform the extra hours work (e.g. only assigned HVAC employees for HVAC extra hours, or only qualified electrician journeyman for electrical work requiring that skill level).

Section 5.6.1.5 For Mechanics Extra hours will be first offered to the employee whose fleet is in need of maintenance or repair, and if declined, in order of seniority among all mechanics. If no mechanic accepts the offered overtime, reverse seniority shall be used to assign the work.

Section 5.6.1.6 Mandated Extra Hours Consistent with state and federal law, the District can compel an employee to work extra hours if necessary, and nothing in the procedures listed above shall interfere with that right. In the event that no employee volunteers for overtime work, mandated extra hours will be assigned in order of reverse seniority, beginning with the least senior employee who is qualified to perform the work.

Section 5.6.2 Payment for Extra Hours/Overtime

Section 5.6.2.1 The regular overtime rate shall be one and one-half (1 ½) times the employee's regular wage rate, except for worked holidays as so provided in this Agreement.

Section 5.6.2.2 Regular employees called to work extra hours for their regular assignment shall be paid at the overtime rate for all hours in excess of eight (8) compensated hours per day; except that this provision shall not apply to bus drivers or driver trainers (either for regular or extra trips), or to employees who request and are granted the ability to flex their schedules within a given workweek. For bus drivers and driver trainers, the workweek for overtime purposes shall be based on forty (40) compensated hours.

Section 5.6.2.3 Overtime work performed in a regular assignment on the sixth (6th) and/or seventh (7th) consecutive workday shall be considered overtime regardless of the number of hours an employee has worked that week and shall be paid at the overtime rate. For full-time annual and part time annual employees only, the overtime rate of pay shall also be provided when the employee is called out to work on any day other than the employee's regularly scheduled workday as per the District work calendar.

Section 5.6.2.4 Unscheduled Call-Out Hours Regular employees called to work by the District outside of their normal shift assignment shall be compensated for (a) no less than three (3) hours for such work performed on the sixth and/or seventh consecutive workday or during a non-scheduled workday as per district work calendar; or (b) no less than two (2) hours for such work performed on a day during the employee's regular work week (Monday through Friday for most employees unless a different work week has been established). This section does not apply to situations where (1) the employee is not required to report to a worksite, (2) authorized work is performed immediately preceding or following the assigned work shift, or (3) notice of shift change was given to the employee prior to the end of the previous day's shift. Where an employee has been called to work early without such notice, the employee shall be eligible to receive call-out pay pursuant to this section in addition to any regularly scheduled hours worked by the employee, and the employer shall not adjust the employee's schedule to avoid payment of a call-out unless agreed to by the employee. For purposes of this Section, the sixth day starts at 12:01 a.m. on the calendar day following the employee's last regularly scheduled workday, and the seventh day ends at 12 a.m. (midnight).

Section 5.6.2.5 Snow Day Pay In the event of school closure due to inclement weather conditions, an employee shall receive a minimum of two (2) hours pay subject to meeting the following conditions:

Section 5.6.2.5.1 The school closure announcement is made after the employee's regular commencement of work time; or in the event of bus drivers, one-half (1/2) hour prior to their regular start time; and

Section 5.6.2.5.2 The employee has arrived at work and has worked for two (2) hours. If the employee has arrived and commenced work but chooses to leave, the employee shall only be paid for the actual time worked. Similarly, should the employee be authorized by his/her supervisor to work beyond two (2) hours, the employee shall be paid for actual time worked.

Section 5.6.2.5.3 For bus drivers the minimum two (2) hours may include one-half (1/2) hour of logged time prior to the employee's regular start time for the purpose of cold-weather bus start up and chain installation. Drivers should log actual work time in determining the two (2) hour minimum. If a two (2) hour shift is not worked, the driver may turn in actual time, rounded to the nearest quarter hour.

Section 5.6.2.5.4 The District's current emergency school closure reporting instructions for classified employees will be posted on the District website and within buildings. Employees may access the reporting instructions through their supervisor.

Section 5.6.2.6 Benefits for Extra Hours Generally, no additional benefits, including leaves, holidays, or vacation shall be available to the employee who works extra hours/overtime. However, in the event the District knows in advance that the extra hours of work shall place the employee's work year into a twelve (12) month capacity (e.g. a bus driver who then works a mechanic's calendar for all break periods [winter, spring, summer breaks], then that employee shall be allowed to accrue additional benefits, including accrued leaves (e.g.

vacation and sick leave) and be allowed holiday pay subject to the provisions of Sections 6.1.3 and 6.1.4 of this Agreement. Similarly, in the event the District knows in advance that extra days assigned to an employee during the summer break shall be fifteen (15) or more consecutive workdays (e.g. summer school custodial, summer school bus drivers), then that employee shall be entitled to holiday pay for any holiday that occurs during that assignment subject to the provisions of Sections 6.1.3 and 6.1.4 of this Agreement.

Section 5.6.2.7 Extra Hours Payments Payment for all extra hours shall be made on the next applicable payroll period.

Section 5.6.3 Compensatory Time Compensatory time off in lieu of payment at the regular or overtime rate for hours worked in addition to a regularly scheduled shift shall only occur as specified under applicable wage laws (i.e. Fair Labor Standards Act), except as provided in this Section. Compensatory time must be authorized by the District in advance of being earned. Compensatory time shall accrue at the lawful rate (the regular rate for hours up to forty (40) per week and at the rate of one and one-half (1.5) hours for each overtime hour worked). The decision to receive time off rather than money as compensation for additional work shall be the employee's; provided, however, scheduling of compensatory time shall be mutually agreed to by the employee and the site administrator. For the purpose of providing compensatory time only, such time shall be provided on the basis of a compensated forty (40) hour workweek rather than a compensated eight (8) hour day. Consistent with District procedure, the maximum number of accumulated compensatory time hours at any one time shall not exceed forty (40) hours. All accumulated compensatory time shall be used or cashed out by the end of the fiscal year.

Section 5.6.4. Flex Time. Flex time shall mean the adjustment, upon mutual agreement between the employee and supervisor, of the employee's weekly schedule to accommodate employee or employer needs. The total number of weekly hours is not changed. For example, an employee may work an additional hour on one day in order to take those hours off on a subsequent day in the same week, which shall not result in overtime pay for the extra-hours day.

Section 5.7 Vacancies, Transfers, and Promotions

Section 5.7.1 Employees shall have the right to apply for and be interviewed when vacancies occur or new positions are created for which they are qualified. Vacancies and new positions shall be posted at least seven (7) calendar days except for 1) bus driver positions, which shall be filled pursuant to Section 5.3 and its subsections, and 2) Level I, II or III substitute or temporary positions which are not required to be posted. All transfers must be approved by the appropriate supervisor or administrator.

Section 5.7.1.1 When a vacancy occurs due to separation from employment (i.e., resignation, retirement, death, or reassignment) the District shall make every effort to fill the position within twenty-five (25) workdays from the initial posting date, absent unusual circumstances.

Section 5.7.2 Positions shall be filled among the best-qualified applicants. In the event of a tie among equally qualified in-district applicants, or between in-district and out-of-district applicants, seniority shall be used to break the tie.

Section 5.7.3 The reasons for an applicant's non-acceptance for transfer or promotion will be given upon written request. After receiving the written request for reasons for non-acceptance, an employee may request in writing to meet with a Review Committee (composed of the Union President, Assistant Superintendent for Personnel and Labor Relations, and the involved supervisor) to discuss reasons for the affected employee's non-acceptance.

Section 5.7.4 The District will provide in-service training for the specific purposes of improving work-related skills and knowledge. Employees shall be paid for all time spent in approved training during regular working hours.

Section 5.7.5 In the event a regular employee is selected to fill another position in this bargaining unit, with the exception of bus driver positions, then the employee shall have twenty (20) workdays to return to their former

position, if that position has not yet been filled. Similarly, the District shall have the right to return that employee to their former position using the same timelines.

Section 5.7.6 The District shall provide the Union president with a list of employees included on interview teams for SEIU positions.

Section 5.7.7 Involuntary Transfers The District reserves the right to involuntarily transfer employees in the best interest of the District. The District shall give the employee being transferred at least five (5) working days written notice before the date of involuntary transfer and a copy of such notice shall be sent to the Union President. Intra department reassignment without a change in hours or benefits will not be considered an involuntary transfer. An employee involuntarily transferred shall receive, from date of transfer, the hourly rate for the job to which the employee has been transferred, or the hourly rate of the position from which the employee was transferred, whichever is higher; provided, if the involuntarily transferred employee is offered and declines a similar position to that from which the employee was originally transferred, the employee's hourly wage shall convert to existing rate for the current position transferred into. Such refusal shall be in writing. A change in assignment due to a reduction in force under Section 5.9 is not an involuntary transfer under this section. This section does not apply to involuntary transfers for disciplinary or performance-related reasons.

Section 5.8 Seniority

Section 5.8.1 Definition and Accrual of Seniority The seniority of an employee shall be established and begin to accrue as of the date on which he/she has begun to work for the District in a permanent or regular position. For employees hired on the same date from a pool of applicants, seniority is established for that date by highest to lowest points from the point system used to interview, test and hire the employee. This seniority date shall be used when considering promotions and vacation scheduling. Seniority will prevail within the job classification(s) for reductions-in-force in accordance with Section 5.9 of this Agreement.

Section 5.8.1.1 Employees shall be eligible for placement in any of the seniority classifications if they have been employed in a regular position in that classification (retreat rights). Seniority is determined by the total number of days worked within that classification. When an employee changes to a job in a different seniority classification (i.e. Custodian to Maintenance Helper I) that employee does retain his/her seniority earned in the previous classification (retreat right seniority); however, seniority is not accumulative from one seniority classification to another.

District records up to August 31, 1998 were based on a perpetual calendar; from that date forward, the employee's actual workdays, subject to the provisions of Section 5.8.1.2 below, shall be utilized to calculate seniority days worked.

Section 5.8.1.2 Loss of Seniority The seniority rights of an employee shall be lost upon resignation, discharge or retirement. Seniority will not accrue when an employee is on a leave without pay status of six (6) consecutive days or more; provided, that seniority shall not be affected for leaves without pay due to 1) an on-the-job injury or 2) when the employee is on leave without pay because they have exhausted paid leave for an absence caused by their own personal illness.

Section 5.8.1.3 Seniority List Publication The District will provide the Union, and all employees, with the Employees' Seniority List, by job classification, by January 10 annually. The list shall be based on seniority through August 31 of the prior calendar year.

Section 5.8.2 The seniority classifications shall be as follows:

Assistant Head Custodian
Bus Driver
Lead Information Technology Support Specialist
Information Technology Support Specialist

Cook/Baker
Courier
FNS Courier
Custodian
Dispatcher/Router
Driver Trainer
Head Cook/Head Baker
Head Custodian/Shift Lead Custodian
Helper/Server
Journeyman
Laundryperson
Lead Journeyman
Lead Journeyman Mechanic
Maintenance Helper I
Maintenance Helper II
Journeyman Mechanic
Mechanic Assistant
Mechanic Helper I
Warehouseperson Helper I
Warehouseperson

Section 5.8.3 Tie Breaker Procedures Prior to the annual publication of the Employee Seniority List pursuant to Section 5.8.2, above, the District shall review the list to determine if any ties exist. If ties exist, a meeting shall be called by the District for the purpose of breaking the tie(s). Those present at the meeting shall include one (1) District representative, one (1) Union representative and those employees involved in the tie(s). Employees involved in a seniority tie have the right to appoint a proxy person to attend the tie-breaker meeting if they are unable to attend. However, if neither the employee nor their appointed proxy is present, then the Union representative shall act as the proxy for the purpose of completing the tie-breaker meeting. The following procedures shall be utilized to break the tie(s):

Section 5.8.3.1 (Tie Breaker Step 1) The names of the employee(s) involved in the tie(s) shall be placed into a container. The Union representative shall draw the names out of the container one at a time, the first drawn shall be the most senior and the last drawn shall be the least senior.

Section 5.8.3.4 This seniority assignment shall be maintained for as long as the same tie exists. In the future should an additional employee, for whatever reason, also join that tie group, those employees will participate in the annual draw for that year.

Section 5.9 Reduction in Force (RIF)

Section 5.9.1 The Board of Directors will determine the necessity for, and the extent of, a staff reduction after receiving the recommendation of the Superintendent. Prior to making a final recommendation to the Board of Directors, the Superintendent shall meet with the Union representative for the purpose of affording the Union an opportunity for input regarding the recommendation.

Section 5.9.2 After the Board of Directors has determined the need for a staff reduction, the District shall review the Employee's Seniority List, and determine, by seniority within each classification, the employee(s) to be reduced or terminated. Pursuant to Section 5.10.1, the District will provide at least thirty (30) days written notice or twenty (20) days pay in the event of layoff. The employee with the lowest seniority within each classification shall be the first to be reduced and/or laid off, as applicable, from employment within that classification. The District shall maintain a RIF list by seniority classification, identifying those persons who have had their positions reduced or terminated. This list shall be maintained for a twenty-four (24) month period following such reduction or termination.

Section 5.9.3 When a vacancy occurs within a seniority classification from which an employee has been terminated due to a reduction-in-force within the last twenty-four (24) month period, the District shall first offer that position to the most senior person remaining on the RIF list in that seniority classification, including persons with retreat rights to that category pursuant to Section 5.8.2 of this Agreement. A person given a job offer will have five (5) calendar days (excluding Saturday, Sunday, and holidays) from the receipt of the written offer or ten (10) calendar days (excluding Saturday, Sunday, and holidays) from the date of mailing, whichever occurs first, to accept the position in person or in writing. If he/she rejects the offer, the position shall be offered to the next individual on the RIF list. It shall be the responsibility of an employee who is laid off to keep Personnel advised of his/her current address.

Section 5.9.3.1 In the event a person is offered a position that is within a classification they were previously employed prior to the RIF action, their wage schedule placement shall be determined by their prior experience in that position (*e.g. A custodian becomes a Journeyman. That person holds seniority rights in both the custodian and journeyman seniority classification. Because he/she is the least senior journeyman, he/she is terminated from that position, but because that person held retreat rights into their former classification of custodian and had enough seniority, he/she bumps into a custodian position. That employee's schedule placement shall be determined based on their experience in that position. If they were at the top step (Step B) prior to leaving the position, they will be returned to that same step (Step B) upon re-employment into the custodial position.*)

Section 5.9.4 Any employee re-employed within twenty-four (24) months shall be reinstated with seniority and vacation accrual rate held at the time of termination. Sick leave shall be reinstated pursuant to Section 6.3.1.4 and Washington State law.

Section 5.9.5 Employees may retain their insurance eligibility while on reduction-in-force status, to the extent authorized by federal C.O.B.R.A. law regulations.

Section 5.9.6 Vacation Credit for 12-month Employees Who Retreat to a School-Term Position

In the event a twelve (12) month (annual) employee, hired prior to September 1, 1998, loses his/her position due to a reduction-in-force and that employee retreats to a school-term position, the following will occur with regard to credit for attained vacation capacity:

- Any unused vacation at the time of transition will be cashed out at the employee’s rate of pay for their twelve (12) month (annual) position.
- Placement on the wage schedule for the school-term position will be based on the number of days of vacation the employee has attained.
- The employee shall then be incrementally moved one step from their current placement to the next step until they reach the maximum level as described in the Addendum to Schedule A of this Agreement.

Section 5.10 Termination/Separation of Employment

Section 5.10.1 The District shall have the right to discipline or discharge an employee for just cause. In cases of layoff and termination due to routine performance deficiencies, termination of employment by the District shall require not less than thirty (30) days’ notice or twenty (20) days’ pay from the District. In cases other than layoff or termination due to routine performance deficiencies, the District is not obligated to provide any notice or pay. The issue of just cause shall be resolved in accordance with the grievance procedure. (See Exhibits C 1-3 and Board Policy/Procedure #5281).

Section 5.10.2 Termination of employment by the employee shall require not less than fifteen (15) days’ notice. If the employee gives less than a fifteen (15) day notice, all accumulated vacation shall be forfeited, unless mutually agreed otherwise. In the event of a reduction-in-force, the resignation notice date can be as short as possible, without loss of vacation, as mutually agreed upon by the District and the Union.

Section 5.11 Tools and Coveralls/Uniforms

Section 5.11.1 Tools for Transportation Mechanics Power tools, e.g. tools over one and one-quarter inch and other large tools, including, but not limited to, impact wrenches, calipers, non-toolbox roll trays, creepers, pry bars, electronic testers, drills, power screwdrivers and specialty equipment, consistent with past practice, will be furnished by the District for Transportation Mechanics and Assistant Mechanics. Transportation Mechanics and Assistant Mechanics are expected to provide their own personal hand tools, e.g. tools up to one and one-quarter inch, and other small tools, including but not limited to, screwdrivers and socket sets, consistent with past practice. Personal hand tools shall first be approved for use by the immediate supervisor, and then shall be inventoried and permanently marked with a suitable marking tool, i.e. electric pencil. An annual tool stipend shall be paid to each Transportation Mechanic and Assistant Mechanic for the purpose of purchasing new or replacement tools. The stipend will be added to the employee’s pay warrant for the month of October. Appropriate taxes will be applied to the stipend payment. The stipend amount will be based on the following schedule:

	<u>Annual Tool Allowance</u>
Mechanics:	\$800 per year maximum (September 1 – August 31)
Assistant Mechanics:	\$300 per year maximum (September 1 – August 31)

The rates listed in the schedule above are based on 1.0 FTE. Any Transportation Mechanic or Assistant Mechanic employed on a less than 1.0 FTE basis shall have their allowance prorated accordingly. To be eligible for the stipend each Mechanic or Assistant Mechanic is responsible for submitting to the Director of Transportation an updated tool inventory list annually. Mechanics may use the annual tool stipend for the purchase of upgraded tools or personal safety equipment.

Section 5.11.2 Major Loss Event In the event of a forced-entry or fire that is the cause for loss of the personal tools of a Transportation Mechanic or Assistant Mechanic, that employee may submit a request to the Director of Transportation for replacement of the lost or destroyed tools, provided that 1) only those tools which are documented on the most current inventory list shall be eligible for replacement, 2) the employee's request must be received by the Director within ten (10) days following the loss caused by the forced-entry or fire (for the purpose of this section, "days" shall be defined as days actually worked by the employee), and 3) this provision does not cover routine loss or wear of a tool as the tool allowance is provided for that purpose.

Section 5.11.3 Coveralls, raincoats, or a suitable alternative as approved by the District, will be furnished and laundered by the District for regular Maintenance, Grounds, Custodial and Transportation mechanic employees and replaced by the District when worn out. Such coveralls, or suitable alternative, are to be worn only while engaged in work for the District, or in route to or from work. New hires shall receive clothing as described above within 30 days of completion of their 90 day probationary period.

Section 5.11.4 Food and Nutrition Services Courier rain gear, or a suitable alternative as approved by the district will be furnished by the district. The employee shall maintain the gear and the gear shall be replaced by the district when worn out. Such gear, or suitable alternative, is to be worn only while engaged in work for the district or en route to or from work.

Section 5.12 DOT Drug and Alcohol Testing

Section 5.12.1 Employees shall be subject to drug and alcohol testing pursuant to applicable federal and state laws and regulations and consistent with the policy and procedure adopted by the Board, except that in the event the employee must utilize a split test to validate the results of an initial positive test and the split negates the initial finding, the District shall reimburse the employee for the cost of the split test. Should the Board consider a change in the policy, the Union shall be notified and given an opportunity for input prior to the first reading of any proposed change. When an employee is called off their shift for drug testing they shall be paid for all time spent but not less than the time they would have worked. If the District uses a video as evidence in a disciplinary matter, the District will document the legitimate reason the video was originally viewed.

Section 5.13 DOT Physicals

For employees required by the District to maintain a commercial driver's license, the District will reimburse up to a total of \$150.00 per year for the Department of Transportation medical certification required to renew the CDL.

Section 5.14 Food and Nutrition Services Permits

Regular employees of the Food and Nutrition Services Department who successfully complete necessary trainings to obtain a renewal of their food handler's permit shall be reimbursed for the cost of permit and the hourly rate for actual class time, not to exceed 1.5 hours.

Section 5.15 Recording Devices

Recording devices are a tool to assist in providing a safe and secure education environment for students and staff. Recordings may be used like any other evidence in cases involving safety concerns or employee discipline. Videos will not be used by supervisors for the general purpose of monitoring employee performance except in response to a specific concern. Recordings may be used for discipline consistent with the just cause provisions of this agreement. Prior to disciplining an employee based on video evidence, the employee shall have the opportunity to view the video.

ARTICLE VI

HOLIDAYS, VACATIONS, AND LEAVES

Section 6.1 Holidays

Section 6.1.1

All employees shall receive the following paid holidays that fall within their work year:

1.	New Year's Day	7.	Veterans' Day
2.	Martin Luther King Day	8.	Thanksgiving Day
3.	Presidents' Day	9.	Friday after Thanksgiving
4.	Memorial Day	10.	Day before or after Christmas Day as determined by the established work calendar
5.	Independence Day	11.	Christmas Day
6.	Labor Day	12.	Day before or after New Year's Day as determined by the established work calendar.

Section 6.1.2 When a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday shall be considered the holiday, as identified on the approved school calendar.

Section 6.1.3 Unworked Holidays Employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has been compensated for either his/her last scheduled shift preceding the holiday or his/her first scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay on such un-worked holiday.

Section 6.1.4 Worked Holidays Employees who are required to work on the above described holidays shall receive the pay due for the holiday, plus one and one-half (1 ½) times their base rate for all hours worked on such holidays (Example: Regular hourly wage is \$12.00. Employee works on holiday. Employee receives \$30 for each hour worked, calculated as \$12.00 base plus 1.5 times the base, or \$18 = \$30).

Section 6.2 Vacations

Section 6.2.1 Annual Positions Upon employment in a regular full-time or part-time annual position, each employee shall be granted ten (10) days paid vacation, prorated on a monthly basis at 1/12th, based on the employee's regular daily work shift. One (1) additional day of paid vacation will be added for each succeeding year of service to a total of twenty (20) vacation days. The vacation rate for those who have attained fifteen (15) years of service with the District shall be twenty-two (22) days, and for those who have attained twenty (20) years of service, the days shall be twenty-three (23). To gain eligibility for an increase in vacation from one year to the next, the employee must work a minimum of 50% of his/her regular work year days. Unused vacation may be carried forward from one school year to the next to a maximum of thirty (30) vacation days.

Section 6.2.2 School-Term Positions School-term positions are not eligible for vacation.

Section 6.2.3 The following chart displays the vacation rate progression for full-time and part-time annual employees:

Year No.	Days	Rate
1	10	.8333
2	11	.9167
3	12	1.0000
4	13	1.0833
5	14	1.1667
6	15	1.2500
7	16	1.3333
8	17	1.4167
9	18	1.5000
10	19	1.5833
11	20	1.6667
15	22	1.8333
20	23	1.9167

Section 6.2.4 Vacation periods will be set by mutual agreement, taking into account the service needs of the District and the personal preferences of employees, provided that vacations shall be scheduled whenever possible to avoid conflict with school operations. See Section 5.8.1. By the end of October custodial employees shall submit a draft vacation plan to their supervisor, who shall make a good faith effort to mutually schedule vacation considering the 30 day accrual limit.

Section 6.3 Leave for Illness, Injury and Emergency (Sick Leave)

Section 6.3.1 Leave Accrual At the beginning of each school year, regular employees shall be credited with advanced sick leave. Full-time and part-time annual employees shall receive an advance of twelve (12) sick leave days. Full-time and part-time school-term employees shall receive an advance of ten (10) sick leave days. The employee’s regular daily hours shall be used to calculate the hours of sick leave advanced. In the case of bus drivers and food service employees, daily work hours for the purpose of determining sick leave benefits shall be calculated based upon the average regular daily assignment [using the average over a one-week period of time] rounded to the nearest quarter-hour, the “package hours.” For example:

	Hours of Scheduled Work					Total Week	Avg. for Benefits
	M	T	W	Th	F		
Example 1	4	6	4	6	5	25/5 = 5.0	5.00
Example 2	8	6	7	6	4	31/5 = 6.2	6.25
Example 3	6	6	7	7	8	34/5 = 6.9	7.00
Example 4	6	6	6	7	8	33/5 = 6.6	6.50

The accrual rate shall change when an employee accepts a new position or assignment.

Note: Bus driver hours are adjusted to the nearest five minutes and otherwise consistent with the terms of this Agreement, i.e. August selection hours are used for September benefits, and adjustments are made based on the October changes, all pursuant to Section 5.3, its subsections.

Leave Deduction For the purposes of deducting sick leave, such leave shall be deducted based on the employee’s schedule for that workday as determined by the District.

Section 6.3.1.1 Employees employed after the beginning of the work year shall receive a prorated number of credited sick leave days based on the number of scheduled workdays remaining in the employee’s work year.

Section 6.3.1.2 Sick leave shall be a paid leave and shall be used for an absence caused by incapacitation from work because of disability or illness. After five (5) consecutive workdays on sick leave, or when specific circumstances indicate potential abuse of leave, a doctor's certificate may be required by the District. After twelve (12) consecutive workdays on sick leave, a second doctor's opinion may be required at the District's expense.

Section 6.3.1.3 Sick leave may be taken in fifteen (15) minute increments, specifically for bus drivers, sick leave taken shall be for the duration of an assigned run (e.g. an a.m., a mid-day or a p.m. run).

Section 6.3.1.4 In accordance with Washington State law, sick leave accumulated while the employee was employed in any school district or approved educational agency in Washington State shall be granted to the employee upon employment with the District in accordance with Washington State law, provided such accumulated sick leave is verified by the previous employer(s).

Section 6.3.1.5 Should an employee separate from employment for any reason during the scheduled work year, the days of credited sick leave allowance shall be adjusted based on the number of actual days worked. If the number of days used exceeds the adjusted amount, reimbursement for the credited and used but unearned days shall be made by the employee.

Section 6.3.1.6 Unused sick leave shall accumulate year to year up to a maximum of one-hundred eighty (180) days for Attendance Incentive purposes and up to an equivalent of the employee's individual work year for leave purposes.

Section 6.3.1.6.1 In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation.

Section 6.3.1.6.2 At the time of separation from District employment (e.g. resignation, retirement or death) an eligible employee as defined by RCW 28A.400.210(2), or the employee's estate, shall receive remuneration at a rate equal to one (1) day's current monetary compensation for each four (4) full days accrued leave for illness or injury.

Section 6.3.1.6.3 If the State rescinds the enabling legislation under which this Section is granted, the terms of this sick leave "buy back" shall be immediately null and void.

Section 6.3.2 In accordance with Washington State law, sick leave may be used to care for a child of the employee with a health condition that requires treatment or supervision or for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition as defined in accordance within state or federal law. The parties agree that the provision(s) in law which most benefits the employee shall be available to the employee. Such leave may be utilized up to the limit of accumulated sick leave days. After five (5) consecutive workdays of absence under this subsection, or when specific circumstances indicate potential abuse of leave, a doctor's certificate may be required by the District. If absences under this subsection extend beyond twelve (12) consecutive workdays, the District may require a second doctor's opinion, at the District's expense. For this section the following definitions shall apply consistent with Washington State law:

Section 6.3.2.1 "Child means a biological, adopted, foster child, stepchild, legal ward, or a child of a person standing in loco parentis who is: (a) under eighteen years of age; or (b) eighteen years of age or older and incapable of self-care because of a mental or physical disability.

Section 6.3.2.2 "Grandparent" means a parent of a parent of an employee.

Section 6.3.2.3 "Parent" means a biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.

Section 6.3.2.4 “Parent-in-law” means a parent of the spouse of an employee.

Section 6.3.2.5 “Spouse means a husband or wife as the case may be.

Section 6.3.3 Employees who are absent due to injury occurring in the course of employment shall have the following options concerning their salary:

- a. The employee may opt for the absence to be covered by his/her accumulative sick leave; or
- b. The employee may opt for the State Industrial Insurance compensation; or
- c. The employee may opt to accept the compensation from the Industrial Insurance in addition to a prorated compensation from his/her accumulative sick leave in order to receive his/her full pay.

Section 6.3.3.1 Injury Return Rights Provided he/she is capable of performing the work, an employee away from work for no more than eighteen (18) months due to an on-the-job injury shall be offered a position of comparable status, as long as no reduction-in-force is in effect and no less than twenty (20) calendar days’ notice of intention to return to work is given the District.

Section 6.3.3.2 Light-Duty Positions The District may create a group of temporary light-duty positions to be offered to employees with open Labor & Industries claims receiving time-loss benefits. The positions will be paid minimum wage. The District will submit proposed job descriptions to the Union. The filling of such positions shall be exempt from the posting and seniority provisions of this agreement. Employees filling such positions shall maintain benefits as if in their regular position, but shall not accrue seniority in any other classification or replace current bargaining unit employees. Employees who are on restricted duty, but continue to perform the essential job functions in their regular position, shall receive their normal rate of pay.

Section 6.3.4 The District will provide a statement of the accumulated balance of sick leave for each employee on the monthly payroll statement.

Section 6.4 Emergency Leave

Section 6.4.1 Leave for Emergencies Emergency leave of three (3) days per year shall be granted with pay; accumulative to a maximum of six (6) days; provided that no more than three (3) days of emergency leave shall be granted per any one occurrence. Emergency leave must be approved by the District and must be due to a problem that is suddenly precipitated or is unplanned; or where pre-planning could not relieve the necessity for the employee’s absence.

Emergency leave shall include absences for illness in the immediate family not covered under Section 6.3.2. The term "immediate family" for emergency leave purposes shall be defined as son, daughter, father, mother, brother or sister (including in-laws and foster relationships which were of more than one year's duration) and husband, wife, grandparents and grandchildren of the employee or the employee' spouse. For purposes of this definition, “spouse” includes a state-registered domestic partner.

Other reasons for emergency leave shall include but not be limited to:

- legal affairs or business obligations that are of an important nature and cannot be conducted at another time
- situations created by forces of nature having significant deleterious effects upon the employee’s property, health, or family safety
- non-injury accidents when employees are en route to work
- failure of a public transportation carrier to meet a regularly scheduled operation
- Funerals not covered by bereavement leave

Emergency leave is based on the employee’s regular daily work hours (for bus drivers and food service employees, see section 6.3.1).

Section 6.4.2 All Emergency Leave absences shall be deducted from the employee’s sick leave balance.

Section 6.4.3 Emergency leave shall not apply in cases involving an employee's private business operation or other employment.

Section 6.4.4 Emergency leave must be designated on the District Leave Record.

Section 6.4.5 If emergency leave is denied, a reason shall be stated on the Leave Form.

Section 6.4.6 Up to ten (10) days may be authorized for the purpose of placement of a child being adopted by the employee.

Section 6.5 Bereavement Leave

Five (5) days Bereavement Leave may be granted for each death in the immediate family or immediate household. The immediate family shall be defined as parent, brother, sister (including in-laws), foster relationships of more than one (1) year's duration, and husband, wife, child, grandparents and grandchildren of the employee or employee's spouse. The immediate household shall be defined as all people living in the same family unit, but not necessarily relatives.

Section 6.5.1 One (1) day of bereavement leave may be granted for death of an individual not defined as 36 immediate family or household member.

Section 6.5.2 Bereavement Leave shall not be accumulative and is not deducted from accumulated sick leave.

Section 6.5.3 The District may also, at its discretion, grant an additional two (2) days of paid Bereavement Leave if the death necessitates travel outside the region. Such extensions must be approved by the Assistant Superintendent for Personnel and Labor Relations.

Section 6.6 Jury/Witness Leave

Section 6.6.1 Leaves of absence shall be granted for jury duty. Any compensation received for jury duty performed on workdays shall be deducted from the employee's wages. The employee shall notify the District when notification to serve on jury duty is received.

Section 6.6.1.1 Normally, employees report for jury duty in-lieu of reporting for work.-Employees shall report to their regular position immediately upon release from jury duty, provided that a half a workday or more remains of the employee's scheduled workday at the time the employee is released from jury duty. In the event that travel time prohibits arrival at the work site with half the workday remaining, the employee will inform their supervisor or designee. Any substitutes for such employees shall have the option of remaining at work for the remainder of their scheduled workday. However, the following procedures shall be utilized for swing and graveyard shift custodial employees:

Section 6.6.1.1.1 In the event a swing shift custodian is called to jury duty, and required to stay on site at the court house for four (4) hours or more, that employee shall be allowed to apply for jury duty leave for his/her next regularly scheduled shift. (Examples: 1) Swing Custodian called for jury duty. Regular shift is 3:00 p.m. to 11:30 p.m. Reports for jury duty at 8:00 a.m. and is required to stay until 2:00 p.m. This custodian will be granted jury duty leave for their swing shift assignment that afternoon/evening. 2) Swing Custodian called for jury duty. Regular shift is 3: 00 p.m. to 11:30 p.m. Reports for jury duty at 8:00 a.m. and is dismissed at 10:30 a.m. This employee will be expected to report for his/her regular shift that afternoon/evening.)

Section 6.6.1.1.2 In the event a graveyard shift custodian is called to jury duty, then the following provisions shall apply: (a) if the jury duty causes the employee to have fewer than eight (8) hours of time without actual duty prior to their reporting time with the District, then the employee shall be excused from their assignment at the District (e.g. Employee's regular graveyard commences at 10:00 p.m. on Monday evening The employee is called to jury duty during the day from 9:00 a.m. until 2:45 p.m. The amount of

time between 2:45 p.m. and 10:00 p.m. is less than eight (8) hours. The employee is excused from the Monday night custodial assignment. (b) if the jury duty calls for the employee to work following his/her shift and it is known in advance that such assignment shall exceed two (2) hours, then the employee shall be excused from his shift prior to the jury assignment [e.g. the employee is called for jury duty to begin at 9:00 a.m. on Thursday morning and knows that he/she must continue to be available through twelve noon that day, the employee is excused from their shift the prior day, Wednesday evening.

Section 6.6.1.1.3 Due to the complexities of jury duty assignment leave for swing and graveyard shift custodians, the employee should first seek approval of the absence from Personnel in advance of the leave commencing. Final determination of approved leave shall be made by Personnel.

Section 6.6.2 Employees shall be granted leave with pay when subpoenaed as a witness in a court of law. Any compensation received for such leave shall be deducted from the employee's wages; provided, however, that such leave will not be granted when subpoenaed by the Union in legal action against the District or in actions when the individual subpoenaed is a party to the action.

Section 6.6.2.1 Employees required serving on jury duty and who are not excused from such duty on a given day must report their intention to work their regular swing or graveyard shift as soon as reasonably possible. Those swing or graveyard shift employees excused from jury duty shall report to work as scheduled.

Section 6.7 Leave Without Pay

Section 6.7.1 An employee may request a leave without pay for a period not to exceed twelve (12) months; however, each request will be individually considered on its merit by the District provided that Family Medical Leave shall be granted in accordance with state and federal law. An employee granted such leave shall retain his or her previous status with the District and return to a similar position, unless a reduction-in-force is in effect.

Section 6.8 Maternity/Parental Leave

Section 6.8.1 An employee requesting maternity leave shall give written notice to the District at least four (4) weeks prior to commencement of said leave. The written request for maternity leave shall include a statement of the expected date of return to employment. Within thirty (30) calendar days after childbirth, the employee will inform the District in writing of the specific day when she will return to work.

Section 6.8.2 Leave for maternity purposes will be granted on the same basis as for any other temporary disabling event. Accrued sick leave may be used by the employee, and/or a leave without pay, if requested, will be granted for the period of actual disability as determined by competent medical authority. An employee may request Family Medical Leave for parental purposes, subject to the provisions of the District Family Medical Leave policy. An employee may request an extended parental leave for the balance of the current school year, subject to approval by the District.

Section 6.8.3 The employee shall be returned to the same position occupied before taking child rearing leave or sick leave for maternity purposes, and will be entitled to return to the same position held prior to taking such a leave, absent a reduction-in-force situation. Employees on such a leave, when a reduction-in-force situation occurs, shall be treated as an active employee pursuant to Article V, Section 5.9 for retention purposes.

Section 6.9 Adoption/Birth Leave

Section 6.9.1 Employees may utilize up to three (3) days leave on or around the date of adoption or birth of an employee's child with such leave time deducted from the employee's sick leave account.

Section 6.10 Military Leave

Section 6.10.1 An employee ordered into active duty or reserve duty which cannot be scheduled during non-school time will be granted a military duty leave in accordance with District policy and reinstated in employment status following such duty time as required by law.

Section 6.11 Shared Leave

Section 6.11.1 Employees may avail themselves of the District's Leave Sharing Program. Involvement in the program is voluntary only as per District policy.

Section 6.12 Family and Medical Leave Act

Section 6.12.1 The parties recognize that both state and federal laws impact this area. The parties agree that the provision(s) in law which most benefits the employee shall be available to the employee if a conflict between state and federal laws exists.

Section 6.12.2 Employees may utilize Family and Medical Leave consistent with District policy and procedure.

Section 6.13 Personal Leave

6.13.1 Two (2) paid Personal Leave Days shall be available to all regular employees in this unit annually. One (1) unused personal leave day may be carried over for one year only, to a maximum total accumulation of three (3) fully-funded days. Employees hired on or after March 1 shall receive one (1) personal leave day for their first year.

6.13.2 Personal Leave is separate from and not deducted from the employee's accrued sick leave, provided, that employees with twenty or more years of service shall be eligible to use up to one (1) accumulated sick leave day per year as personal leave. This entitlement does not accumulate from year to year or entitle an employee to more than three (3) total personal leave days in any given year. Eligible employees must first use regular personal leave days before using a sick leave day as personal leave pursuant to this subsection.

6.13.3 Personal Leave must be pre-approved by the site administrator. The total number of employees granted Personal Leave will be decided by site administrator and sub availability for classifications that require a substitute.

Personal Leave is not available for the first five (5) and the last five (5) days of school each year, unless the leave is for secondary or post-secondary graduation of the employee's spouse, son, daughter or grandchild. This provision is limited to the availability of substitutes and prior approval by the site administrator.

If multiple employees within the same classification submit applications for personal leave to be taken on the same day, causing the number of applications to exceed the number of employees permitted to take leave under the above limitations, applications will be considered in the order received; provided, that if two or more applications are received on the same day, seniority shall be used within each classification to determine which employee, if any, will be granted leave.

6.13.4 Upon approval, an employee regularly scheduled to work more than four (4) hours per day may take leave in partial-day increments of two (2) hours or more; Food Service and Transportation employees may take such leave based upon natural breaks (for example, a bus driver may generally take personal leave during his or her a.m. run and return to drive his or her p.m. run). Employees may not take personal leave in partial-day increments if their job duties make doing so impractical (e.g. FNS couriers).

ARTICLE VII

WAGES AND BENEFITS

Section 7.1 Wages

Section 7.1.1 Wage Schedule The wage schedule for all positions subject to this Agreement is contained in Schedule A attached hereto and made a part of this Agreement. These 2019-20 wages reflect the modified wage schedule negotiated during an agreed reopener on wages and longevity occurring after the conclusion of the 2018-19 school year. For 2020-21, all wages on Schedule A will be increased by the implicit price deflator (IPD) applied by the Legislature to the classified salary allocation in the state Appropriations Act, plus one percent (1%), with the total increase not to be less than three percent (3%).

If the state funds a classified salary increase in any manner other than the percentage method used in the past, the District and the Union shall meet to negotiate how to apply the increase to the schedule A wages. In the event that state-level legislative or regulatory changes, audit findings, or legal rulings make the wage increases in this agreement illegal to implement, the District and Union will reopen the financial provisions of this Agreement.

Section 7.1.1.1 Addendum to Schedule A The hourly wage schedule for those school-term employees continuously employed prior to September 1, 1999 shall be in accordance with the Addendum to Schedule A, attached hereto and made a part of this Agreement. The hourly wage schedule for those persons employed September 1, 1999 and thereafter as school-term employees shall be Schedule A, pursuant to Section 7.1.1, above. During the implementation of the revised step schedule set forth in Section 7.1.2, grandfathered employees and relevant employees will be placed at the same percentage above the top wage in their scale as they currently receive on the addendum to Schedule A. Positions that are no longer filled by grandfathered employees will be removed from the Appendix.

Section 7.1.2 Incremental Movement Eligibility During the three year period of this Agreement from 2017-2020, the District will phase in a ten-year, five-step wage schedule. Employees will be moved to the appropriate step on the schedule based on their eligible years of experience upon implementation of each step. New employees remain on Step A for two years (A1 and A2) before moving to Step B. Employees will then remain on Step B for two years before moving to Step C, which shall be two percent (2%) above Step B. Beginning September 1, 2019, new increment Steps D and E will be added to Schedule A, with each step being at two percent (2%) above the previous step, and with employees spending two years on each step of the schedule. To be eligible for movement, except for bus drivers, employees must work at least eighty percent (80%) of the scheduled workdays for that position during the previous school year. (Example: Position is 260 workdays. Employee must work 208 of the 260 days that year in that position to be eligible for an increment.) For bus drivers, new employees also remain on Step A for two years (A1 and A2) before moving to Step B. However, in recognition of the fact that new drivers frequently do not bid for packages until the October adjustment, bus drivers must work at least seventy percent (70%) of the scheduled workdays for that position during the previous school year. (Example: Position is 180 workdays. Employee must work 126 of the 180 days that year in that position to be eligible for an increment.)

Section 7.1.3 Longevity Recognition In recognition of the contribution of continuing service with the District, each employee who has completed ten (10) years of service as of August 31 of the previous school year shall then receive an additional \$.15 per hour above their hourly rate on the wage schedule. Each employee that has completed fifteen (15) years of service as of August 31 shall then receive an additional \$.25 per hour above their hourly rate on the wage schedule. Each employee that has completed twenty (20) years of service as of August 31 shall then receive \$.75 per hour above their hourly rate on the wage schedule. Each employee that has completed thirty (30) years' service as of August 31 shall then receive \$.1.00 per hour above their hourly rate on the wage schedule.

Effective September 1, 2020, each employee who has completed ten (10) years of service as of August 31 of the previous school year shall then receive an additional \$.30 per hour above their hourly rate on the wage schedule. Each employee that has completed fifteen (15) years of service as of August 31 shall then receive an additional \$.50 per hour above their hourly rate on the wage schedule. Each employee that has completed twenty (20) years of service as of August 31 shall then receive \$1.50 per hour above their hourly rate on the wage schedule. Each employee that has completed thirty (30) years' service as of August 31 shall then receive \$2.00 per hour above their hourly rate on the wage schedule.

Section 7.1.3.1 Transfer of Longevity When an employee transfers into the District and has previous school district experience in the State of Washington, that employee's longevity, for the purpose of determining wage schedule placement and vacation entitlement, shall be transferred subject to Washington State law and verification by the District. Seniority, however, is not transferable. For example, if an employee works as a Custodian in a Washington State Public School District for ten (10) years and transfers to the District as a Custodian, said employee shall be given the same wage schedule placement, vacation entitlement, and longevity credit as if they had worked in the District for the same ten (10) year period.

Section 7.1.4 Those employees who retired from the District on or before September 1, 1995 shall continue to be paid at the regular rate of pay for the position in which they are employed when they are utilized as substitute employees. This applies when the employee substitutes in the same position from which he/she retired. This provision shall not be in effect for any person who retires after September 1, 1995.

Section 7.1.5 When an employee is required to work in a classification having a lower rate of pay than his or her own for a limited period of time in order to accommodate the District, the employee shall continue to receive his or her present rate of pay.

Section 7.1.6 Higher Classification Pay An employee who is assigned by the supervisor to work in a classification which carries a rate of pay higher than the employee's regular rate of pay and so works in excess of two (2) consecutive workdays, shall be compensated at the higher rate of pay classification retro-active to the first day of the assignment.

7.1.6.1 Higher Classification Pay for Food and Nutrition Employees When a food service employee is assigned by the Employer to replace an employee in a higher classification, the replacement employee shall be paid at the higher classification from the first (1st) day of the assignment. This provision shall not apply to training time.

Section 7.1.7 Food Service Certification Food service employees who have completed the food service certification program, as verified by the Director of Food and Nutrition Services, will be compensated an additional twenty cents (\$.20) per hour for their regularly employed food service position(s).

Section 7.1.8 If the District requires a part-time employee to work additional hours over their contracted daily hours, the employee shall be compensated at his/her hourly rate of pay. If a food service employee works sixty (60) consecutive work days at increased or decreased time, the employee's hours and benefits will be adjusted to the time worked, not to exceed eight (8) hours per day.

Section 7.1.9 For hourly employees, the number of hours and rate of pay will be listed on employee's monthly earnings record. Non-hourly employees annual/monthly wage data shall be provided.

Section 7.1.10 Payment Schedule All employees except substitute and temporary employees will be paid in (12) monthly pay warrants.

Section 7.2 Employee Benefits and Retirement

Section 7.2.1 Insurance Programs The District shall provide payments towards premiums of approved District group insurance programs in accordance with the provisions and options outlined herein.

Section 7.2.2 Eligibility An employee shall work a minimum of one (1) hour per day to be eligible to enroll in the approved medical insurance programs. Enrollment in the mandatory programs (dental, vision, disability, and life) shall be automatic for any employee working a minimum of seventeen and one-half (17 ½) hours per week. Eligibility for enrollment in the optional plans shall be as defined by the program provider.

Section 7.2.3 Enrollment New employees desiring coverage for basic benefits and/or optional benefits, as described below, must enroll in the insurance programs within thirty (30) calendar days of the date of hire into a position that qualifies them for benefits. Failure to meet this deadline will result in non-eligibility until the next general open enrollment period for the District. Regular employees shall have the option to change or enroll in basic benefits and/or optional benefits insurance programs during the open enrollment period specified by the District.

Section 7.2.4 Contributions For the 2017-18 and 2018-19 school years, the District shall contribute the state-funded amount for insurance per 1.0 FTE per month. The District shall pay up to \$55.00 per month per FTE of the HCA carve-out for each year of the agreement. HCA amounts above \$55.00 per month per FTE shall be deducted from the state-funded amount for insurance.

For purposes of this section a “full-time” employee shall be equivalent to one-thousand four hundred forty hours per year (1,440). Eligible employees working less than full-time shall have the District contribution appropriately prorated.

Section 7.2.4.1 If, prior to the expiration of this agreement, any other bargaining unit representing employees of the South Kitsap School District receives a higher limit on carve out payment than the \$55.00 limit set forth above, the District will apply that higher carve out cap to employees covered by this Agreement; provided, that this subsection shall not be triggered by any agreement that maintains full funding of the HCA carve out for another bargaining unit.

Section 7.2.5 Basic Benefits and Contributions All eligible employees, as defined in Section 7.2.2 above, will be required to participate in the District-approved dental, vision, group term life and group long-term disability insurance programs. Each eligible employee will have the option of adding eligible dependents to their District-approved dental-vision and life insurance programs. Each eligible employee will have the option of participating in a District-approved medical insurance program, along with eligible dependents. These programs will be known as the “basic benefits” programs. Payroll deductions will be made for any portion of an eligible employee’s premium which are not paid by the District.

Section 7.2.6 Insurance Pooling The District’s insurance contributions shall be subject to pooling, to be implemented in accordance with past practice and state law and regulations. The District shall make the pool calculation and apply the increased amounts utilizing the established prorating method. The District shall inform the Union of changes in benefit amounts due to pool calculations. After adjustments, payroll deductions will be made for any portion of an eligible employee’s premiums that are still not paid by the District.

Section 7.2.7 Potential “Optional Benefits” “Optional Benefits” means those District-approved insurance programs optionally available to employees outside the Basic Benefits programs, including short-term disability, additional individual life, long-term care, pre-paid legal, and cancer insurance programs, which are not Basic Benefits as described in Section 7.2.5, above.

Section 7.2.8 Leaves While on a leave of absence, the employee shall have the option to remain an active participant in the District’s employee benefit programs by making contributions in the amount required, but with no District contribution. Contributions must be made in a timely manner, as established by the District. Employees on Family Medical Leave may be eligible for District contributions in accordance with state and federal law and District policy.

Section 7.2.9 Tax Sheltered Programs The District shall make programs available to employees for the purchase of tax-sheltered annuities. The District does not endorse any particular vendor. Upon receipt of the employee's properly executed application to participate in such a program, the District shall deduct the cost for purchasing them from such employee's wages.

Section 7.2.10 Section 125 Plan The Section 125 Flex Plan shall continue during the term of this Agreement, subject to state and federal laws and District policy.

Section 7.2.11 Retirement Employees shall be eligible for participation in the Washington Public Employees' Retirement System in accordance with established regulations. The District shall report all hours worked as mandated by the Washington State Public Employee's Retirement System.

Section 7.2.12 Compliance The parties agree, pursuant to RCW 28A.400.275, to abide by state laws pertaining to school district employee benefits. Beginning January 1, 2020, benefits for employees in the bargaining unit will be provided through the School Employee Benefits Board (SEBB) and above provisions shall become null and void with the exception of Section 7.2.11, Retirement.

Section 7.2.13 The parties recognize that changes in to the Affordable Care Act (ACA) may dramatically change opportunities for some employees to get health insurance coverage for themselves and their dependents. In the event that changes significantly impact affordability of coverage or other opportunities become available, either party may request to meet, discuss, evaluate and modify the benefits package.

Section 7.3 Travel

Section 7.3.1 Required Travel When required by the District, employees using private vehicles to travel on district business shall be reimbursed in accordance with Board policy and procedure, and shall be compensated for travel time whenever such compensation is required by state or federal law.

Section 7.4 Payroll Distribution The monthly pay warrant for all employees, except those grand-parented under prior agreement, will be distributed through the established direct deposit process.

ARTICLE VIII

SUBSTITUTE AND TEMPORARY EMPLOYEES

Section 8.1 Classifications There shall be two (2) classifications, temporary and substitute employees,

Section 8.1.1 Substitute/Temporary Pay. Substitute or temporary employees shall be paid at 90% of the first step on Schedule A for the position being filled. This amount may be increased by the District during the term of this agreement if it is determined to be insufficient to attract substitutes. Substitute or temporary employees who work twenty (20) consecutive workdays or more in the same assignment shall be paid at the step in the applicable position that the employee would otherwise be paid if employed on a regular basis, retroactive to the first date in that specific assignment.

Section 8.1.2 Persons employed in substitute or temporary positions are not eligible for benefits.

Section 8.2 Replacement Positions A replacement position is defined as a position open due to a leave of absence of a regular employee when the District knows in advance that such leave shall be greater than sixty (60) workdays. Such positions may be filled by an employee or a non-regular employee. If a regular employee fills the position, the position remaining due to the placement of a regular employee into a replacement position will not be available to regular employees on this same “replacement” basis (with retreat rights). That position, if filled, will be on a substitute basis as defined in Section 8.1.2, above.

Section 8.2.1 Replacement Position – Pay and Benefits The person selected to fill a replacement position shall be considered a regular employee for the purposes of wage placement, and other compensation in accordance with this Agreement, provided that the position will be terminated on the assignment end date. The person selected to fill a replacement position shall be eligible for an insurance contribution based on the replacement position only if the employee on leave of absence is not utilizing those benefits. The employee’s seniority date shall be retroactive to the first day in the replacement position if hired in a regular position while serving in a replacement position.

Section 8.2.2 Replacement Position – Termination If a regular employee fills the replacement position, then at the end of the replacement assignment, that regular employee shall be returned to their former position, unless that position 1) has been reduced by more than twenty (20) annual work hours or 2) has been eliminated, in which case the regular employee shall have reinstatement rights consistent with the RIF procedures contained in Section 5.9 of this Agreement. If a non-employee fills the replacement position, then at the end of the replacement assignment, that employee shall be terminated from that assignment.

Section 8.3 Base Pay Rates Substitute wages shall receive annual cost of living adjustments in accordance with Section 7.1.1. The schedule of substitute wages for the term of this Agreement is attached as Addendum 2 to Schedule A .

Section 8.3.1 In the event that the absent employee returns to work on a part-time or intermittent basis and the substitute continues without interruption on the part-time or intermittent basis, the substitute will continue to accrue workdays of service credit toward the long-term assignment.

Section 8.3.2 If there is a snow make-up or other emergency make-up day that breaks the continuity of a Level II or Level III long-term assignment, the substitute or temporary employee will not be penalized and service credit toward the long-term assignment will continue without interruption(s).

Section 8.3.3 Absences for Level II or III Substitutes or Level II or III Temporary Employees Level II or III substitute and temporary employees who have completed a minimum of twenty (20) consecutive days may be absent up to four (4) days due to an unavoidable circumstance (illness, emergency) without an adverse impact on their rate of pay. To be eligible, the Level II or Level III substitute or Level II or Level III temporary employee shall complete District Form 75 and submit it to Personnel for a determination of eligibility. If eligible, the employee

will not be paid for the day(s) missed, but will not have to re-establish the minimum day requirement for the appropriate long-term pay rate. An absence or absences in excess of four (4) days constitutes a break in service. This does not affect the policy for any interruption (except jury duty leave) for Level II or Level III temporaries and substitutes to re-establish the twenty (20) days if the interruption occurred prior to the completion of twenty (20) days.

Section 8.3.4 Continuation of Long-Term when District Reassigns Employee In the event the District finds it necessary to change the assignment of an employee in an assignment that is or will be long-term to meet its staffing needs, that day shall continue to constitute a day of work toward the consecutive day requirements for long-term pay.

Section 8.4 Additional Pay for Substitute and Temporary Employees

Section 8.4.1 In the event a substitute or temporary employee called by the District reports for duty, and then no assignment exists, the substitute or temporary employee may choose to work at the site up to two (2) hours and shall be paid up to two (2) hours at the daily rate, or may choose to leave the site and receive no compensation.

Section 8.5 Other Conditions

Section 8.5.1 The District shall provide each substitute and temporary employee represented by the Union a Classified Substitute Handbook.

Section 8.5.2 Substitute and temporary employees shall have access to their individual personnel file, including assignment information and appraisals. The personnel file excludes any confidential applicant material.

Section 8.5.3 Substitute and temporary employees can apply for open positions in accordance with the posted requirements and the District's application process. The substitute or temporary employee's employment record shall be given consideration in the District's selection process.

Section 8.5.4 Exclusions All Sections of this Agreement shall apply to substitutes and temporary employees except for the following specific Sections:

Job Descriptions:	Section 3.2
Probation:	Section 3.3.2
Workweek:	Section 5.1
Custodial Shifts:	Section 5.2
Bus Drivers:	Section 5.3
Extra Trips:	Section 5.4
Extra Hours of Work/Overtime:	Section 5.6
Vacancies, Transfer and Promotions:	Section 5.7
Seniority:	Section 5.8
Reduction in Force (RIF):	Section 5.9
Termination/Separation of Employment:	Section 5.10
Tools and Coveralls/Uniforms:	Section 5.11
Holidays, Vacations, and Leaves:	Article VI (in its entirety)
Wage Schedule:	Section 7.1 (except as provided in Section 8.3)
Employee Benefits and Retirement:	Section 7.2 (except if the substitute or temporary employee becomes eligible for benefits pursuant to Article VIII)

ARTICLE IX

GRIEVANCE PROCEDURE

Section 9.1 Definitions

Section 9.1.1 A grievance is an alleged misinterpretation of, misapplication of, or violation of the terms and/or provisions of this Agreement.

Section 9.1.2 A grievant shall mean an individual, a group of individuals, and/or the Union.

Section 9.1.3 Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with their appropriate supervisor.

Section 9.2 Procedure for Processing Grievances All matters of grievances and complaints should be settled at the lowest level of management in accordance with the procedures herein. Before filing a contract interpretation grievance the employee shall first meet with their immediate supervisor to attempt to resolve the concern. No such meeting is required before filing a grievance in response to disciplinary action.

Section 9.3 Timeline Extensions Should the parties feel an extension to the timelines listed herein, with the exception of those required for arbitration, would assist in resolving the matter, the parties may mutually make such an extension by agreeing in writing to the extension date. A copy of the written agreement shall become a part of the grievance file. If any timeline ends on a weekend or holiday, the timeline shall automatically be extended until the next business day

Section 9.4 Step One Formal Discussion The grievance process shall begin with the employee completing the Grievance Hearing Form Step One (Exhibit B-1). This form must be completed any time from the time the grievance occurred or the employee had knowledge of the grievable act up to thirty (30) calendar days from that date. The grievant(s) shall submit the form to their immediate supervisor.

Section 9.4.1 The Grievance Hearing Form Step One shall minimally name the grievant(s) involved, the facts giving rise to the grievance, the provision(s) of the Agreement alleged to be violated, and the remedy (specified relief) requested.

Section 9.4.2 The immediate supervisor, upon receipt of the Grievance Hearing Form Step One, shall sign and date the form and give a copy of the form to the grievant. The immediate supervisor shall, within seven (7) calendar days of receipt of the Grievance Hearing Form Step One, meet with the grievant for the purpose of discussing the issues. Within seven calendar (7) days of the Step One meeting, the immediate supervisor shall issue a response that shall include the determination and the reasons upon which the determination was made. A copy of the determination, including supportive evidence, shall be sent to the grievant(s), the Union representative, and the Superintendent.

Section 9.4.3 Step One Agreement Should the parties reach an agreement at Step One, the parties shall place the agreement in writing within ten calendar (10) days of the agreement. Copies shall be signed by the parties and submitted to the Union president and the Superintendent.

Section 9.4.4 Step One Non-Agreement Should the parties be unable to reach a satisfactory resolution at Step One, the employee may submit the grievance to Step Two utilizing the procedures herein.

Section 9.5 Step Two Superintendent or Designee If no satisfactory settlement is reached at Step One, then within fifteen calendar (15) days of receipt of the determination in Step Two, the grievant may submit the grievance to the Superintendent, or designee, for further review by completing the Grievance Hearing Form Step Two (Exhibit B-2).

Section 9.5.1 The Superintendent or his/her designee shall, within seven (7) calendar days of receipt of the Formal Grievance Form Step Two, meet with the grievant for the purpose of discussing the issues. Within seven (7)

calendar days of the meeting, the Superintendent or designee shall issue a response that shall include the determination and the reasons upon which the determination was made. A copy of the determination, including supportive evidence, shall be sent to the grievant(s), the Union representative, and the immediate supervisor.

Section 9.6 Step Three Mediation

Section 9.6.1 The District and the Union may mutually agree to utilize a mediation process, if the parties so choose, in accordance with the following process:

Section 9.6.2 A grievance may be referred to mediation if the Union is not satisfied with the disposition of the grievance at Step Two of the grievance procedure, or if no written decision has been received from the District within the time limits prescribed in Step Two.

Section 9.6.3 The Union must notify the District in writing within fifteen (15) calendar days of receipt of the employer's Step Two response of the Union's desire to refer the grievance to mediation. The District shall respond to the Union whether or not the District agrees to the mediation within five (5) workdays of receipt of the written notification.

Section 9.6.4 Section 9.6.4 Within seven (7) calendar days following the agreement of the District and the Union to mediate the grievance, the Union shall so notify any agency mutually agreed by the parties. Mediation shall be scheduled at the earliest possible date. Mediation conferences will take place at a mutually convenient location.

Section 9.6.4.1 The grievant shall have the right to be present at the mediation conference.

Section 9.6.4.2 There shall be one (1) person from each party designated as spokesperson for that party at the mediation conference.

Section 9.6.4.3 The Mediator will have the authority to meet separately with either party, but will not have the authority to compel the resolution of a grievance.

Section 9.6.4.4 The presentation of facts and considerations shall not be limited to those presented at Step One (1) or Step Two (2) of the grievance procedure. Proceedings before the Mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made. The Mediator shall attempt to assure that all necessary facts and considerations are revealed to him/her.

Section 9.6.4.5 Written material presented to the Mediator shall be returned to the party representing that material at the termination of the mediation conference, except that the Mediator may retain one (1) copy of the written grievance to be used solely for the purposes of statistical analysis.

Section 9.6.4.6 In the event that a grievance which has been mediated is appealed to arbitration, the Mediator may not serve as Arbitrator, nor may the Mediator be placed on any panel from which an arbitrator is to be selected by the parties. In the arbitration proceedings, there shall be no reference to the fact that a mediation conference was or was not held. Nothing said or done by the Mediator may be referenced to or introduced into evidence at the arbitration hearing and nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.

Section 9.6.4.7 Starting time for the mediation shall be agreed to by the District and the Union.

Section 9.6.4.8 The fees and expenses of the Mediator and the Administrative Office shall be shared equally by the parties.

Section 9.7 Final and Binding Arbitration

Section 9.7.1 If no satisfactory settlement is reached at Step Three, or, should the parties agree to waive Step Three the Union within twenty 20 calendar days of the receipt of the Step Two decision, or twenty 20 calendar days

after the conclusion of mediation if utilized, may appeal the decision of the Superintendent, or designee, to Final and Binding Arbitration by notifying the employer in writing of intent to schedule arbitration with the American Arbitration Association, The Union shall file the demand for arbitration within thirty (30) calendar days of such notice.

Section 9.7.2 The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and recommendations on the issues submitted to him/her. The decision of the Arbitrator shall be final and binding on the Union and the District.

Section 9.7.3 Jurisdiction of Arbitrator The Arbitrator shall be without power or authority to add to, subtract from, or alter, any of the terms of this Agreement.

Section 9.7.4 The Arbitrator shall be without power or authority to make any recommendation which requires the commission of an act prohibited by law.

Section 9.7.5 The following are not subject to the grievance procedures:

- a. The termination of employment of, or layoff, or failure to re-employ, or suspension of any probationary or conditional status employee.
- b. The termination of services of, or failure to re-employ, any employee on a supplemental employment authorization assignment.
- c. The evaluation marks or comments made by an employee's supervisor in the course of an annual or other evaluation document.
- d. Any matter involving transfer or promotion.

The Arbitrator shall have jurisdiction in cases involving procedural aspects of non-probationary or non-conditional status employee discharge, non-renewal, or reduction-in-force.

Section 9.8 Time Limits

Section 9.8.1 Time limits provided in this procedure may be extended by mutual agreement when signed by the parties. If any timeline ends on a weekend or holiday, the timeline shall automatically be extended until the next business day.

Section 9.8.2 Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within the specific time limit shall permit the Union to lodge an appeal to the next step in the grievance procedure.

Section 9.8.3 Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the District's response at the previous step.

Section 9.8.4 In order to expedite grievance adjudication, the parties agree that any Union grievances, class action grievances and grievances involving the evaluation procedure will begin at Step Two of this procedure.

Section 9.8.5 Time Limitation as to Back Pay Grievance claims regarding retroactive compensation and/or benefits shall be limited to the current school year or the preceding twelve (12) month period whichever the Arbitrator shall rule, unless the Arbitrator finds intentional and willful neglect, in which case the claim may be retroactive to a thirty-six (36) month period.

Section 9.9 Reprisals

Section 9.9.1 No reprisal of any kind will be taken by the District against any employee because of his/her participation in any grievance.

Section 9.10 Costs

Section 9.10.1 The fees and expenses of the Arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

ARTICLE X

EMPLOYEE SAFETY

Section 10.1 Safety Committee The Employer shall maintain a District Safety Committee. The District Safety Officer shall be included as a member of the safety committee. Each building/department will hold safety meetings and communicate the minutes, in writing, to the safety officer. All minutes shall also be posted for review within each building/department.

Section 10.2 Safety Equipment Employees may request specific safety equipment from their building/department safety committee by completing the Safety Equipment Request Form. An employee who is denied safety equipment may bring the request to the Safety Officer to appeal the denial. The Safety Officer will report all such requests to the District Safety Committee.

Section 10.3 Accident Review Committee The Transportation Department will continue to maintain an Accident Review Committee ("ARC") to determine the preventability of bus driver accidents. The ARC includes bargaining unit members from the Transportation Department, which may include one mechanic, one driver trainer, bus drivers, and members of management. Employees who desire to sit on the ARC must voluntarily attend the annual training in advance of being placed on the committee. The annual ARC training is mandatory for employees on the committee at the time it is offered and those employees will be paid for their time at the training. The focus of the training will be on analysis of available data, how to determine if an accident is preventable or not, and other matters related to the ARC's function. Other conditions and details of ARC membership may continue to be established by the Drivers Handbook, and nothing herein undermines the validity of current or prior ARCs or their determinations, or of the current Handbook, provided that any Handbook language inconsistent with this section shall be modified to conform herewith.

ARTICLE XI

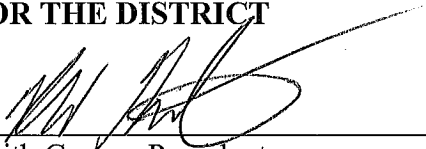
DURATION OF AGREEMENT

Section 11.1 The term of this Agreement shall be September 1, 2017 through August 31, 2021.

Attest

Dated this 6 day of November, 2019.


FOR THE DISTRICT



Keith Garfon, President
Board of Directors

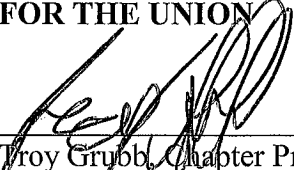


Tim Winter, Superintendent
Secretary to the Board

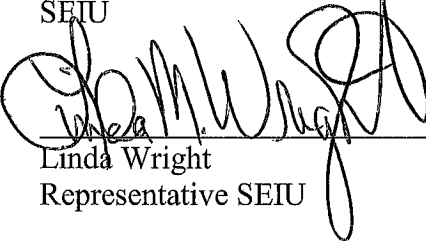


Jerry Holsten
Executive Director – Human Resources

FOR THE UNION



Troy Grubb, Chapter President
SEIU



Linda Wright
Representative SEIU

Exhibits

- A 2019/20 SEIU Wage Schedule
- B-1 SKSD/SEIU Grievance Hearing Form Step One
- B-2 SKSD/SEIU Grievance Hearing Form Step Two
- C-1 Just Cause
- C-2 Weingarten Right
- C-3 Loudermill Right
- D Memorandum of Understanding – Driver Accidents

SEIU WAGE SCHEDULE 19-20					
CLASSIFICATIONS	A Step 1,2 (Years 1-2)	B Step 3, 4 (Years 3-4)	C Step 5, 6 (Years 5-6)	D Step 7, 8 (Years 7-8)	E Step 9, 10 (Years 9-10)
Journeyman	\$31.61	\$32.17	\$32.81	\$33.47	\$34.14
Lead Journeyman (F&O)	\$34.77	\$35.39	\$36.10	\$36.82	\$37.56
Lead Journeyman - Mechanic	\$35.72	\$36.35	\$37.08	\$37.82	\$38.57
Laborer	\$12.89	\$0.00	\$0.00	\$0.00	\$0.00
District Courier	\$23.14	\$23.64	\$24.11	\$24.60	\$25.09
Warehouseperson	\$24.80	\$25.36	\$25.87	\$26.38	\$26.91
Information Technology Support Specialist	\$31.79	\$32.35	\$33.00	\$33.66	\$34.33
Lead Information Technology Support Specialist	\$34.97	\$35.59	\$36.30	\$37.02	\$37.76
Assistant Mechanic	\$25.95	\$26.54	\$27.07	\$27.61	\$28.16
Bus Driver*	\$24.80	\$25.66	\$26.17	\$26.70	\$27.23
Bus Driver Trainer	\$27.79	\$29.32	\$29.91	\$30.50	\$31.11
Dispatcher/Router	\$27.79	\$29.32	\$29.91	\$30.50	\$31.11
Laundryperson	\$21.77	\$22.44	\$22.89	\$23.35	\$23.81
Head Custodian A (30,000 sq ft)	\$23.91	\$24.62	\$25.11	\$25.61	\$26.13
Head Custodian B (160,000 sq ft)	\$24.51	\$25.24	\$25.74	\$26.26	\$26.78
Head Custodian C (240,000 sq ft)	\$25.14	\$25.83	\$26.35	\$26.87	\$27.41
Head Custodian D (over 240,000 sq ft)	\$25.60	\$26.37	\$26.90	\$27.44	\$27.98
Shift Lead Custodian	\$24.51	\$25.24	\$25.74	\$26.26	\$26.78
Assistant Head Custodian High School	\$24.51	\$25.24	\$25.74	\$26.26	\$26.78
Day Custodian	\$21.12	\$21.88	\$22.32	\$22.76	\$23.22
Courier - School Term Food Services*	\$24.65	\$25.46	\$25.97	\$26.49	\$27.02
Head Cook/Head Baker*	\$21.76	\$22.59	\$23.04	\$23.50	\$23.97
Cook/Baker*	\$18.36	\$19.28	\$19.67	\$20.06	\$20.46
Helper/Server*	\$16.78	\$17.54	\$17.89	\$18.25	\$18.61
Helper 1	\$21.36	\$21.78	\$22.22	\$22.66	\$23.11
Helper II	\$23.71	\$24.25	\$24.74	\$25.23	\$25.73
**Apprentice Journeyman Mechanic	Year 1 \$22.13	Year 2 \$25.29	Year 3 \$28.45	N/A	N/A

* These salary rates are for the school-term employees employed in these positions on September 1, 1999 and thereafter

- (1) The swing hourly rates shall be calculated as 5.0% greater than the respective day rate.
- (2) As of 9/1/17 all Graveyard positions were reassigned to Swing Shift. Graveyard shift no longer exists.
- (3) Apprentice Journeyman Mechanic 1st year is 70% of Journeyman pay, 2nd year is 80% of Journeyman pay, and 3rd year is 90% of Journeyman pay.

SEIU WAGE SCHEDULE 19-20 continued

CLASSIFICATIONS	A Step 1,2 (Years 1-2)	B Step 3, 4 (Years 3-4)	C Step 5, 6 (Years 5-6)	D Step 7, 8 (Years 7-8)	E Step 9, 10 (Years 9-10)
Swing Journeyman	\$ 33.19	\$ 33.78	\$ 34.44	\$ 35.14	\$ 35.85
Swing Lead Journeyman	\$ 36.51	\$ 37.16	\$ 37.88	\$ 38.66	\$ 39.43
Swing Lead Journey-Mechanic	\$ 37.51	\$ 38.17	\$ 38.91	\$ 39.71	\$ 40.51
Swing Head Custodian A	\$ 25.11	\$ 25.85	\$ 26.40	\$ 26.92	\$ 27.46
Swing Head Custodian B	\$ 25.74	\$ 26.50	\$ 27.03	\$ 27.56	\$ 28.12
Swing Head Custodian C	\$ 26.40	\$ 27.12	\$ 27.68	\$ 28.22	\$ 28.79
Swing Head Custodian D	\$ 26.88	\$ 27.69	\$ 28.23	\$ 28.80	\$ 29.38
Swing Shift Lead Custodian	\$ 25.74	\$ 26.50	\$ 27.03	\$ 27.56	\$ 28.12
Swing Asst Head Custodian HS	\$ 25.74	\$ 26.50	\$ 27.03	\$ 27.56	\$ 28.12
Swing Day Custodian	\$ 22.18	\$ 22.97	\$ 23.42	\$ 23.88	\$ 24.36

**SOUTH KITSAP SCHOOL DISTRICT
ADDENDUM TO SCHEDULE A
WAGE SCHEDULE 19-20**

This addendum contains the hourly wage schedule for school-term employees employed prior to **September 1, 1999**.

This Addendum implements changes in Sections 6.2.2 and 7.1, effective September 1, 1999, which eliminated vacation for school-term employees and adjusts the hourly wages accordingly.

SALARY CLASSIFICATIONS	STEP E-GF 2019-2020
Bus Driver	\$ 27.96
Cook/Baker	\$ 21.01
Courier - FNS	\$ 27.77
Head Cook/Baker	\$ 24.63
Helper/Server	\$ 19.11

Grandfathered employees and relevant employees will be placed at the same percentage above the top wage in their scale as they currently receive on the addendum to Schedule A.

SKSD/SEIU GRIEVANCE HEARING FORM STEP ONE

Instructions: This form must be completed by the grievant(s) and submitted to the immediate supervisor within twenty (20) days from the time the grievance occurred or the employee had knowledge of the grievable act, whichever shall have occurred first. The grievant(s) is responsible for completing the entire grievance form.

Grievant(s) Name/Location:

Name Location
*Attach a list of names if more than one grievant, including the signature of each of the grievants.

Job Title: _____

Name of Immediate Supervisor: _____

Date of Grievable Act/Knowledge by Grievant: _____

Date Grievance is Submitted to Immediate Supervisor: _____

.....
STATEMENT OF GRIEVANCE (Be specific and the grievant **MUST** include the section(s) of the contract alleged to have been violated). Attach additional sheets of paper if necessary to fully explain the alleged grievance.

Grievance Received by Immediate Supervisor:

Date Supervisor Signature

IMMEDIATE SUPERVISOR RESPONSE: The supervisor must first meet with the grievant(s) within seven (7) days of receipt of the grievance, and then is responsible for issuing a response within seven (7) days of that meeting. The response should be written to the grievant(s) and attached to this Grievance Form when presented.

Date of Response Attached Supervisor Signature

-
 I accept the decision stated herein.
 I do not accept the decision stated herein and will be submitting this grievance to Step Two.

Signature of Grievant(s)

**SKSD / SEIU
GRIEVANCE HEARING FORM
STEP TWO**

Instructions: If the grievant(s) is not satisfied with the response at Step One, the grievant(s) may submit the grievance to Step Two. This form must be completed by the grievant(s) and submitted to the Superintendent within seven (7) days from the date the response to Step One was issued by the immediate supervisor.

Grievant(s) Name/Location:

Name	Location
-------------	-----------------

*Attach a list of names if more than one grievant, including the signature of each of the grievants.

Job Title: _____

Name of Immediate Supervisor: _____

Date of Grievable Act/Knowledge by Grievant: _____

Date Response was Received From Step One: _____

.....
STATEMENT OF GRIEVANCE (Attach a copy of the Step One Grievance Form stating the facts of the grievance and the alleged section(s) of the contract violated). Additional information may be provided below.

Grievance Received by the Superintendent/Designee:

Date	Superintendent/Designee Signature
-------------	------------------------------------------

SUPERINTENDENT/DESIGNEE RESPONSE: The Superintendent/Designee must first meet with the grievant(s) within seven (7) days of receipt of the grievance, and then is responsible for issuing a response within seven (7) days of that meeting. The response should be written to the grievant(s) and attached to this Grievance Form when presented.

Date of Response Attached	Superintendent/Designee Signature
----------------------------------	------------------------------------------

 I accept the decision stated herein.
 I do not accept the decision stated herein and will be submitting this grievance to SEIU to consider for Arbitration.

Signature of Grievant(s)	Date
---------------------------------	-------------

Signature of SEIU Union Office Official (Required only if being submitted to Arbitration)	Date
------------------------------------------------------------------------------------------------------	-------------

JUST CAUSE

The concept of “just cause” requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators have articulated many definitions and explanations of “just cause” over the years, including, but not limited to the following tests:

1. Did the employer give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee’s conduct?
2. Was the employer’s rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?
3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the employer’s investigation conducted fairly and objectively?
5. At the investigation, did the “judge” obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree of discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employee’s proven offense and (b) the record of the employee in his or her service to the employer?

WEINGARTEN RIGHT

The “Weingarten right” requires that an employee be given the opportunity to have union representation at an employer’s investigatory interview pertaining to the discipline, discharge or suspension of that employee. This rule recognizes that the presence of an able union representative at an investigatory interview may assist the employer in obtaining facts, and may help both sides save valuable time in getting to the bottom of the issue. This opportunity includes the following principles:

1. The employee must request union representation.
2. Rescheduling a meeting to permit a union representative to be present may be appropriate, but the unavailability of a union representative may not unreasonably delay the investigation.
3. The right applies to situations where the employee reasonably believes the investigation will result in disciplinary action. This right does not pertain to “run-of-the-mill-shop-floor conversations” including, but not limited to giving instructions, training or needed correction of work techniques.
4. The union representative’s role is to assist the employee, not to disrupt or obstruct the interview. The representative’s role may include clarifying facts or suggesting other employees with relevant knowledge.
5. If an employee requests union representation, the employer may decide to continue the investigation without interviewing the employee. The employer is not required to justify the decision.

These duties and responsibilities are printed here for the education of employees and supervisors, not as limitation on the rights or the parties in any particular case.

LOUDERMILL RIGHT

The “Loudermill right” is a constitutional right to fundamental fairness in proceedings relating to the discharge of public employees. The Loudermill right requires that public employees with a property interest in continued employment be afforded the following elements of due process prior to a termination decision:

1. A clear and actual notice of the reasons for termination in sufficient detail to enable the employee to present evidence relating to them.
2. Notice of the evidence supporting the allegations against the employee and the specific nature of factual basis for the charges.
3. A reasonable time and opportunity to present evidence in the employee’s own defense.
4. A formal or informal hearing before an impartial decision-maker.

The pre-termination hearing need not definitively resolve the propriety of the discharge. It should be an initial check against mistaken decisions—essentially, a determination of whether there are reasonable grounds to believe that the charges against the employee are true and support the proposed action.

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