

S
E
I
U

Collective Bargaining Agreement

Between The Service Employees
International Union Local 925

and

South Kitsap School District
No. 402



September 1, 2024 - August 31, 2027

SKSD/SEIU 2024-2027
COLLECTIVE BARGAINING AGREEMENT
TABLE OF CONTENTS

PREAMBLE10

DEFINITIONS10

ARTICLE 1 ADMINISTRATION11

Section 1.1 Recognition11

Section 1.1.1 Employees11

Section 1.1.2 Substitutes11

Section 1.2 Definition of Employees11

Section 1.2.1 Regular Employee11

Section 1.2.2 Full-Time Annual11

Section 1.2.3 Part-Time Annual11

Section 1.2.4 Full-Time School-Term11

Section 1.2.5 Part-Time School-Term11

Section 1.2.6 Temporary Employee11

Section 1.2.7 Substitute Employee11

Section 1.2.8 Leave Replacement Employees12

Section 1.3 Conformity to Law12

Section 1.3.1 Agreement12

Section 1.4 Agreement Compliance12

Section 1.4.1 Coverage Agreement12

Section 1.5 Policies and Laws12

Section 1.5.1 Board Policy12

Section 1.5.2 Handbooks, Manuals, Operating Procedures12

Section 1.6 Electronic Communications12

ARTICLE II RIGHTS OF THE DISTRICT13

Section 2.1 Management Rights13

Section 2.1.1 Management13

Section 2.1.2 Matters Not Covered13

Section 2.1.3 Management Rights13

ARTICLE III RIGHTS OF THE EMPLOYEE14

Section 3.1 Non-Discrimination14

Section 3.1.1 Employee Protection14

Section 3.1.2 Discrimination14

Section 3.1.3 State and Federal Statutes14

Section 3.2 Job Descriptions14

Section 3.2.1 Availability14

Section 3.2.2 New or Updated14

Section 3.3 Recording Devices14

| | | |
|-------------|--|----|
| Section 3.4 | Global Positioning System (GPS) Technology | 14 |
| Section 3.5 | Public Disclosure | 15 |

ARTICLE IV RIGHTS OF THE UNION16

| | | |
|---------------|---|----|
| Section 4.1 | Job Stewards | 16 |
| Section 4.1.1 | Recognition | 16 |
| Section 4.2 | Information/Access | 16 |
| Section 4.2.1 | Internal School Mail System..... | 16 |
| Section 4.2.2 | Bulletin Board..... | 16 |
| Section 4.2.3 | Building/Equipment Usage..... | 16 |
| Section 4.2.4 | Union Dues List..... | 16 |
| Section 4.2.5 | New Hires | 16 |
| Section 4.2.6 | Quarterly List | 16 |
| Section 4.3 | Union Membership/Dues Deductions..... | 17 |
| Section 4.3.1 | Membership Dues Deduction | 17 |
| Section 4.3.2 | Indemnity Clause | 17 |
| Section 4.3.3 | Membership List | 17 |
| Section 4.3.4 | Access to New Members and Orientation | 17 |
| Section 4.4 | Contracting Out..... | 17 |
| Section 4.4.1 | Contract Work..... | 17 |
| Section 4.4.2 | Chartering Trips | 18 |
| Section 4.4.3 | Interns | 18 |
| Section 4.5 | Meetings..... | 18 |
| Section 4.5.1 | Labor/Management Meetings | 18 |
| Section 4.5.2 | Union Meetings..... | 18 |
| Section 4.5.3 | District/Union Meetings..... | 18 |
| Section 4.6 | Union Leave..... | 18 |
| Section 4.6.1 | President Leave | 18 |
| Section 4.6.2 | Partnership Leave..... | 18 |
| Section 4.7 | Strike Clause | 19 |
| Section 4.7.1 | Work Stoppages/Slowdowns | 19 |
| Section 4.7.2 | Lockout | 19 |

ARTICLE V WORK HOURS, CONDITIONS20

| | | |
|-----------------|--|----|
| Section 5.1 | Work Week/Assignment..... | 20 |
| Section 5.1.1 | Traditional Workweek | 20 |
| Section 5.1.2 | Non-Traditional Workweek | 20 |
| Section 5.1.3 | Assigned Shifts | 20 |
| Section 5.2 | Custodial/Journeymen Shift Differentials/Assignments.... | 20 |
| Section 5.2.1 | Day Shift | 20 |
| Section 5.2.2 | Swing Shift..... | 20 |
| Section 5.2.3 | Graveyard Shift..... | 20 |
| Section 5.2.4 | Custodial Workload | 20 |
| Section 5.2.5 | SK High School Coverage | 21 |
| Section 5.3 | Bus Drivers | 21 |
| Section 5.3.1 | Category and Package Selection Dates | 21 |
| Section 5.3.1.1 | Package Selection Dates | 21 |

| | | |
|-------------------|---|----|
| Section 5.3.1.1.1 | Mid-Day Routes..... | 21 |
| Section 5.3.1.1.2 | September Benefits Package..... | 21 |
| Section 5.3.1.1.3 | Overtime Corrections..... | 21 |
| Section 5.3.2 | Package Adjustment Procedures..... | 21 |
| Section 5.3.2.1 | The Package Adjustment Procedures..... | 22 |
| Section 5.3.2.2 | Route Corrections Timeline..... | 22 |
| Section 5.3.2.3 | Package Hour Adjustments after Adjustment Period..... | 22 |
| Section 5.3.2.4 | Package Hour Adjustments During the Year..... | 22 |
| Section 5.3.3 | Unforeseen Elimination of Route or Run..... | 22 |
| Section 5.3.4 | Mechanic Student Transport Requests..... | 22 |
| Section 5.3.5 | School Bus Driver Preventable Collision Procedures..... | 22 |
| Section 5.3.5.1 | Initiation of Collision Review..... | 23 |
| Section 5.3.5.1.1 | Committees Selection..... | 23 |
| Section 5.3.5.2 | Preventable Collisions..... | 23 |
| Section 5.3.5.3 | Aggravating Factors..... | 24 |
| Section 5.3.5.4 | Mitigation of Discipline..... | 24 |
| Section 5.3.5.5 | Post Collisions Protocol..... | 24 |
| Section 5.4 | Bus Drivers: Field Trips and Shuttles..... | 24 |
| Section 5.4.1 | Assignment of Extra Trips..... | 24 |
| Section 5.4.1.1 | Late, No Show and/or Complaints..... | 25 |
| Section 5.4.1.2 | Work Assignment Conflict..... | 25 |
| Section 5.4.2 | Summer Work..... | 25 |
| Section 5.4.3 | Short-Term Limited Assignments (e.g., shuttles)..... | 25 |
| Section 5.4.4 | Overnight Trips..... | 25 |
| Section 5.5 | Hours of Work..... | 25 |
| Section 5.5.1 | Rest Periods..... | |
| Section 5.5.2 | Lunch Periods..... | 25 |
| Section 5.5.3 | No Lunch Period..... | 25 |
| Section 5.5.4 | For Food Service Personnel on Modified School..... | 26 |
| | | 26 |
| Section 5.5.5 | Calendars..... | 26 |
| Section 5.5.6 | Travel..... | 26 |
| Section 5.6 | Extra Hours of Work/Overtime..... | 26 |
| Section 5.6.1 | Extra Hours of Work..... | 26 |
| Section 5.6.1.1 | For Custodial Positions..... | 26 |
| Section 5.6.1.2 | For Food Service Personnel at School Kitchens..... | 26 |
| Section 5.6.1.3 | For Bus Drivers..... | 26 |
| Section 5.6.1.4 | For Maintenance Support Position..... | 26 |
| Section 5.6.1.5 | For Mechanics..... | 27 |
| Section 5.6.1.6 | For IT Support Specialists..... | 27 |
| Section 5.7 | Mandated Extra Hours..... | 27 |
| Section 5.8 | Payment for Extra Hours/Overtime..... | 27 |
| Section 5.8.1 | Overtime..... | 27 |
| Section 5.8.2 | Extra Hours Payments..... | 27 |
| Section 5.8.3 | Work Performed on 6 th and/or 7 th Day..... | 27 |
| Section 5.8.4 | Call Back..... | 27 |

| | | |
|----------------|--|----|
| Section 5.8.5 | Unscheduled Call-Out Hours..... | 27 |
| Section 5.9 | Benefits for Extra Hours..... | 28 |
| Section 5.10 | Compensatory Time..... | 28 |
| Section 5.11 | Flex Time..... | 28 |
| Section 5.12 | Snow Day Pay..... | 29 |
| Section 5.12.1 | School Closure..... | 29 |
| Section 5.12.2 | Two Hours Worked..... | 29 |
| Section 5.12.3 | Bus Drivers..... | 29 |
| Section 5.12.4 | Reporting Procedures..... | 29 |
| Section 5.13 | School Closure or Change in Operation..... | 29 |
| Section 5.14 | Catering..... | 29 |
| Section 5.14.1 | Catering Work..... | 29 |
| Section 5.14.2 | Catering List..... | 29 |
| Section 5.14.3 | Summer Catering..... | 29 |
| Section 5.14.4 | Catering Wage..... | 30 |

ARTICLE VI HOLIDAYS, VACATIONS, AND LEAVES.....31

| | | |
|-----------------|---|----|
| Section 6.1 | Holidays..... | 31 |
| Section 6.1.1 | Definition..... | 31 |
| Section 6.1.2 | Paid Holiday Observance..... | 31 |
| Section 6.1.3 | Unworked Holidays..... | 31 |
| Section 6.1.4 | Worked Holidays..... | 31 |
| Section 6.1.5 | Unauthorized Absences Before/After Holiday..... | 31 |
| Section 6.2 | Vacations..... | 31 |
| Section 6.2.1 | Annual Positions..... | 31 |
| Section 6.2.2 | School-Term Positions..... | 32 |
| Section 6.2.3 | Vacation Rates..... | 32 |
| Section 6.2.4 | Vacation Usage..... | 32 |
| Section 6.3.1 | Leave Accrual..... | 32 |
| Section 6.3.1.1 | Prorated Leave Days..... | 33 |
| Section 6.3.2 | Definition..... | 33 |
| Section 6.3.3 | Accrual..... | 33 |
| Section 6.3.4 | Leave Usage Notification..... | 33 |
| Section 6.3.5 | Scheduling of Medical Appointments..... | 33 |
| Section 6.3.6 | Definition..... | 33 |
| Section 6.3.6.1 | Leave Deduction..... | 34 |
| Section 6.3.7 | Employment Separation/Sick Leave Balance..... | 34 |
| Section 6.3.7.1 | Sick Leave Payout..... | 34 |
| Section 6.3.8 | Attendance Incentive..... | 34 |
| Section 6.3.9 | Sick Leave Buy Back..... | 34 |
| Section 6.3.9.1 | Buy-back Legislature..... | 35 |
| Section 6.3.10 | Sick Leave Accumulated Balance Statement..... | 35 |
| Section 6.4 | Job Related Injury/Workers' Compensation..... | 35 |
| Section 6.4.1 | Injury Return Rights..... | 35 |
| Section 6.4.2 | Light-Duty Positions..... | 35 |
| Section 6.5 | Emergency Leave..... | 35 |
| Section 6.5.1 | Leave for Emergencies..... | 35 |

| | | |
|-----------------|--|----|
| Section 6.5.2 | Unapproved Reasons | 36 |
| Section 6.5.3 | Leave Type Designation | 36 |
| Section 6.5.4 | Denial | 36 |
| Section 6.6 | Bereavement Leave..... | 36 |
| Section 6.6.1 | Non-Household Member | 36 |
| Section 6.6.2 | Delineation..... | 36 |
| Section 6.6.3 | Out-of-State Travel | 36 |
| Section 6.7 | Jury/Witness Leave | 36 |
| Section 6.7.1 | Jury Duty Leave..... | 36 |
| Section 6.7.2 | Jury Duty Leave Process..... | 36 |
| Section 6.7.2.1 | Jury Duty Leave Process-Graveyard Shift..... | 37 |
| Section 6.7.3 | Witness Subpoenas | 37 |
| Section 6.8 | Leave Of Absence..... | 37 |
| Section 6.8.1 | Definition | 37 |
| Section 6.8.2 | Returning From Leave | 37 |
| Section 6.8.3 | Retaining Rights..... | 37 |
| Section 6.9 | Family and Medical Leave Act..... | 37 |
| Section 6.9.1 | Eligibility | 37 |
| Section 6.9.2 | Certification | 38 |
| Section 6.10 | Paid Family and Medical Leave | 38 |
| Section 6.11 | Military Leave..... | 38 |
| Section 6.11.1 | Definition | 38 |
| Section 6.12 | Shared Leave..... | 38 |
| Section 6.12.1 | Definition | 38 |
| Section 6.13 | Personal Leave | 38 |
| Section 6.13.1 | Definition | 38 |
| Section 6.13.2 | Accumulated Leave | 38 |
| Section 6.13.3 | Approval Process | 38 |
| Section 6.13.4 | Leave Use Increments..... | 39 |
| Section 6.13.5 | Cash Out Eligibility | 39 |

ARTICLE VII SENIORITY40

| | | |
|-----------------|--|----|
| Section 7.1 | Seniority | 40 |
| Section 7.1.1 | Definition and Accrual of Seniority..... | 40 |
| Section 7.1.1.2 | Loss of Seniority | 40 |
| Section 7.2 | Retain Seniority Rights..... | 40 |
| Section 7.3 | Seniority List Publication | 40 |
| Section 7.4 | Seniority Classification..... | 40 |
| Section 7.5 | Tie Breaker Procedures..... | 41 |
| Section 7.5.1 | Tie Breaker Step 1 | 41 |
| Section 7.5.2 | Tie Breaker Step 2 | 41 |

ARTICLE VIII VACANCY, PROBATION, TRANSFER, SEPARATION.....42

| | | |
|---------------|---|----|
| Section 8.1 | Vacancies, Transfers, and Promotions..... | 42 |
| Section 8.1.1 | Vacancies | 42 |
| Section 8.1.2 | Process | 42 |
| Section 8.1.3 | Tiebreaker | 42 |

| | | |
|----------------|---|----|
| Section 8.1.4 | Bounce Back Rights..... | 42 |
| Section 8.1.5 | Transfer or Promotion Denial | 42 |
| Section 8.1.6 | Interview Team List Request | 42 |
| Section 8.2 | Probationary Periods, New Hire Status | 42 |
| Section 8.2.1 | Conditional Status | 42 |
| Section 8.2.2 | Probationary Period | 42 |
| Section 8.2.3 | New Hire Status | 43 |
| Section 8.3 | Involuntary Transfers | 43 |
| Section 8.3.1 | Process | 43 |
| Section 8.3.3 | Exclusions | 43 |
| Section 8.4 | Reduction in Force (RIF)..... | 43 |
| Section 8.4.1 | Recommendation | 43 |
| Section 8.4.2 | Process | 43 |
| Section 8.5 | Reduction in Force List..... | 44 |
| Section 8.6 | Prior Experience..... | 44 |
| Section 8.7 | Seniority, Vacation, and Sick Leave Reinstatement..... | 44 |
| Section 8.8 | Vacation Credit for 12-month Employees Who Retreat to a School-Term Position | 44 |
| Section 8.9 | COBRA Availability..... | 44 |
| Section 8.10 | Voluntary Reductions | 44 |
| Section 8.11 | Termination/Separation of Employment..... | 45 |
| Section 8.11.1 | Notice of Termination..... | 45 |
| Section 8.11.2 | Notice of Separation | 45 |
| Section 8.11.3 | Retirement By the Employee | 45 |

| | | |
|-------------------|--|-----------|
| ARTICLE IX | WAGES AND BENEFITS..... | 46 |
| Section 9.1 | Definition | 46 |
| Section 9.2 | Wage Schedule..... | 46 |
| Section 9.2.1 | Addendum to Schedule A | 46 |
| Section 9.3 | Incremental Movement Eligibility | 46 |
| Section 9.4 | Longevity Recognition..... | 46 |
| Section 9.5 | WA State School Experience/Longevity Credit | 47 |
| Section 9.6 | Required Lower Classification Work | 47 |
| Section 9.7 | Higher Classification Pay | 47 |
| Section 9.7.1 | Higher Classification Pay for Food and Nutrition Employees..... | 47 |
| Section 9.8 | Part-Time Employees/Additional Hours..... | 47 |
| Section 9.9 | Behavioral Student Transportation | 47 |
| Section 9.9.1 | Behavioral Student Pay | 47 |
| Section 9.9.2 | Route Eligibility | 47 |
| Section 9.10 | Employee Benefits and Retirement | 48 |
| Section 9.10.1 | Insurance Information..... | 48 |
| Section 9.10.2 | Leaves | 48 |
| Section 9.10.3 | Tax Sheltered Programs | 48 |
| Section 9.10.4 | Retirement System Eligibility | 48 |
| Section 9.11 | Payroll Distribution..... | 48 |

| | | | |
|--------------------|------------------|---|-----------|
| | Section 9.12 | Referral Bonus | 48 |
| ARTICLE X | | REIMBURSEMENT/JOB RELATED COST..... | 49 |
| | Section 10.1 | Tools and Coveralls/Uniforms | 49 |
| | Section 10.1.1 | Tools for Transportation Mechanics | 49 |
| | Section 10.1.1.1 | Stipend New Hire Rules..... | 49 |
| | Section 10.1.2 | Major Loss Event..... | 49 |
| | Section 10.1.3 | Facilities and Mechanics Coveralls and Rain Gear | 50 |
| | Section 10.1.4 | Food and Nutrition Services Rain Gear | 50 |
| | Section 10.1.5 | Transportation Required Safety Clothing | 50 |
| | Section 10.2 | Shoe Reimbursement | 50 |
| | Section 10.3 | Prescription Safety Glasses..... | 50 |
| | Section 10.4 | DOT Drug and Alcohol Testing | 50 |
| | Section 10.4.1 | Testing Procedures | 50 |
| | Section 10.5 | DOT Physicals | 51 |
| | Section 10.6 | Food Worker Cards..... | 51 |
| | Section 10.7 | Private Vehicle Mileage..... | 51 |
| ARTICLE XI | | PROFESSIONAL DEVELOPMENT..... | 52 |
| | Section 11.1 | Optional Professional Development Funds | 52 |
| | Section 11.2 | In-service Training | 52 |
| | Section 11.3 | Required Professional Development..... | 52 |
| | Section 11.4 | Education Recognition..... | 52 |
| | Section 11.5 | School Nutrition Association (SNA) Certification | 52 |
| ARTICLE XII | | SUBSTITUTE AND TEMPORARY EMPLOYEES..... | 53 |
| | Section 12.1 | Substitute and Temporary Employees | 53 |
| | Section 12.1.1 | Substitute/Temporary Pay | 53 |
| | Section 12.1.2 | Benefit Eligibility..... | 53 |
| | Section 12.1.3 | Long-term Assignment Service Credit | 53 |
| | Section 12.1.4 | Inclement Weather and/or Emergency Make-up | 53 |
| | Section 12.2 | Continuation of Long-Term when District Reassigns Employee | 53 |
| | Section 12.3 | Base Pay Rates | 55 |
| | Section 12.3.1 | Absences for Substitutes or Temporary Employees | 53 |
| | Section 12.4 | Leave Replacement Positions | 54 |
| | Section 12.4.1 | Leave Replacement Position-Pay and Benefits | 54 |
| | Section 12.4.2 | Leave Replacement Position-Termination..... | 54 |
| | Section 12.5 | Additional Pay for Substitute and Temporary Employees | 54 |
| | Section 12.5.1 | Definition | 54 |
| | Section 12.6 | Other Conditions..... | 54 |
| | Section 12.6.1 | Classified Substitute Handbook..... | 54 |
| | Section 12.6.2 | Personnel File Access | 54 |
| | Section 12.6.3 | Substitute Employment Record Consideration..... | 54 |
| | Section 12.6.4 | Exclusions | 55 |

| | | |
|---------------------|----------------------------------|--|
| ARTICLE XIII | GRIEVANCE PROCEDURE | 56 |
| | Section 13.1 | Definitions.....56 |
| | Section 13.1.1 | Grievance56 |
| | Section 13.1.1.1 | Non-Grievable Issues.....56 |
| | Section 13.1.2 | Grievant.....56 |
| | Section 13.1.3 | Informational Resolution56 |
| | Section 13.2 | Procedure for Processing Grievances56 |
| | Section 13.3 | Timeline Extensions.....56 |
| | Section 13.4 | Step One Formal Discussion.....56 |
| | Section 13.4.1 | Grievance Form Requirements57 |
| | Section 13.4.2 | Step One Receipt.....57 |
| | Section 13.4.3 | Step One Agreement57 |
| | Section 13.4.4 | Step One Non-Agreement.....57 |
| | Section 13.5 | Step Two Formal Discussion57 |
| | Section 13.5.1 | Step Two Receipt.....57 |
| | Section 13.6 | Step Three Mediation.....57 |
| | Section 13.6.1 | Definition57 |
| | Section 13.6.2 | Step Two Appeal.....57 |
| | Section 13.6.3 | Mediation Notification.....57 |
| | Section 13.6.4 | Mediation Timeline.....58 |
| | Section 13.6.4.1 | Grievant.....58 |
| | Section 13.6.4.2 | Spokesperson58 |
| | Section 13.6.4.3 | Mediator Role58 |
| | Section 13.6.4.4 | Procedure58 |
| | Section 13.6.4.5 | Written Materials58 |
| | Section 13.6.4.6 | Non-Binding Mediation.....58 |
| | Section 13.6.4.7 | Mediation Start Time58 |
| | Section 13.6.4.8 | Mediation Fees and Expenses58 |
| | Section 13.7 | Step Four Arbitration58 |
| | Section 13.7.1 | Step Three Appeal.....58 |
| | Section 13.7.2 | Final and Binding Decision59 |
| | Section 13.7.3 | Jurisdiction of Arbitrator.....59 |
| | Section 13.7.4 | Prohibited By Law59 |
| | Section 13.8 | Time Limits.....59 |
| | Section 13.8.1 | Definition59 |
| | Section 13.8.2 | Appeal Timeline.....59 |
| | Section 13.8.3 | Deemed Resolved59 |
| | Section 13.8.4 | Evaluation Procedure Grievance Process59 |
| | Section 13.8.5 | Time Limitation as to Back Pay.....59 |
| | Section 13.9 | Reprisals.....59 |
| | Section 13.9.1 | Against Employees59 |
| | Section 13.10 | Costs.....60 |
| | Section 13.10.1 | Arbitration Fees and Expenses.....60 |
| ARTICLE XIV | EMPLOYEE SAFETY | 60 |
| | Section 14.1 | Safety Committee.....60 |

| | | |
|--------------------------|--|-----------|
| Section 14.2 | Safety Equipment..... | 60 |
| Section 14.3 | Accident Review Committee | 60 |
| ARTICLE XV | DURATION OF AGREEMENT | 61 |
| Section 15.1 | Term Duration..... | 61 |
| | Signature Page | 61 |
| TABLE OF EXHIBITS | | 62 |
| Exhibit A | SEIU Wage Schedule A – 2024/2025..... | 63 |
| | Addendum to Schedule A - Employees Employed Prior to September 1, 1999..... | 64 |
| Exhibit B | SEIU Substitute Schedule B | 65 |
| Exhibit C-1 | SKSD/SEIU Grievance Hearing Form Step One | 66 |
| Exhibit C-2 | SKSD/SEIU Grievance Hearing Form Step Two..... | 67 |
| Exhibit D-1 | Just Cause | 68 |
| Exhibit D-2 | Weingarten Right..... | 69 |
| Exhibit D-3 | Loudermill Right..... | 70 |
| Exhibit E | Optional Professional Development Form | 71 |

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 calendar of the assignment. The assignment shall be consecutive to the first scheduled work date of a vacancy within the same classification excluding scheduled calendar breaks. 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 - Employees

The District hereby recognizes the Union as the exclusive representative, of all classified employees in the job classifications listed on Schedule A of this agreement, in regard to wages, hours, and working conditions. The Union recognizes the responsibility of representing the interests of all such employees.

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 XII 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 XII of this Agreement.

Section 1.2.8 - Leave Replacement Employees

Leave replacement employee shall mean an employee who fills a replacement position, which is further defined in section 12.2, which is a position open due to a leave of absence of a regular employee.

Section 1.3 - Conformity to Law

Section 1.3.1 - Agreement

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 - Coverage Agreement

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 - Board Policy

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 - Management

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 - Matters Not Covered

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 - Management Rights

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 - Employee Protection

No employee shall be unlawfully discriminated against or discharged because of 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 - Discrimination

Neither the District, nor the Union, shall illegally discriminate against any employee subject to this Agreement on the basis of race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation – including gender expression or identity, marital status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability.

Section 3.1.3 - State and Federal Statutes

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 - Availability

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

Section 3.2.2 - New or Updated

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 - 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 in the formal evaluation process by supervisors or for the 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 Union and the employee shall have the opportunity to view the video. If the District uses a video as evidence in a disciplinary matter, the District will document the legitimate reason the video was originally viewed and provide the reason to the Union upon request.

Section 3.4 - Global Positioning System (GPS) Technology

Global Positioning System (GPS) technology is recognized as a tool to assist the District in reviewing the diagnostic performance of district vehicles and their location to ensure compliance with Federal and State regulations. The performance of vehicles includes excessive speeds, idling duration, mileage, and vehicular safety.

The District and the Union agree that information obtained by GPS technology may not be used for assessing employee performance unless such performance involves a safety infraction.

The District shall provide the Union with GPS data/reports if relevant to a lawful Union concern. In the event the District intends to use GPS data as corroborative information for disciplinary purposes, the District Shall provide a copy of such information to the Union.

Section 3.5 - 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 - Recognition

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 - Internal School Mail System

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 - Bulletin Board

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 - Building / Equipment Usage

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 - Union Dues List

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 - New Hires

The District shall provide SEIU925 an editable spreadsheet with the most up to date information regarding new bargaining unit members with the following information: employee ID, first and last name, date of hire, start date, rehire date, termination date, job title, salary, or rate of pay, work site location or duty station, home or personal mailing address, personal and work email addresses, personal and work phone numbers. The District will provide this information within 21-business days of the newly hired employee's hire date.

Section 4.2.6 - Quarterly List

In accordance with RCW 41.56.035, the District will provide SEIU 925 an editable spreadsheet of a full bargaining unit list every 120 business days which shall include all current workers in the bargaining unit. The list shall include the following information: employee ID, first and last name, date of hire, start date, rehire date, termination date, job title, salary, or rate of pay, work site location or

duty station, personal and work email addresses, home or personal mailing addresses, personal and work phone numbers.

Section 4.3 - Union Membership/Dues Deductions

Section 4.3.1 - Membership Dues Deduction

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 - Membership List

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 925 reasonable access to new employees of the bargaining unit for the purposes of presenting information and distribute materials pursuant to RCW 41.56.037 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 925. No employee may be mandated to attend the meetings or presentations by the Union 925.

"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; and
- (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 925.

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.

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 - Contract Work

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. Nonathletic 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 - Labor / Management Meetings

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. Annually, the parties will discuss how minutes will be generated and shared after meetings.

Section 4.5.2 - Union Meetings

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.

Section 4.5.3 - District / Union Meetings

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, they shall suffer no loss in pay.

Section 4.6 - Union Leave

Section 4.6.1 - President Leave

There shall be eighty (80) hours of paid leave per year for the Chapter President or their designee. The Local shall reimburse the District for the cost of the president or designee. The President will work with their supervisor to schedule this leave to make the least impact on the Department.

Section 4.6.2 - Partnership Leave

There shall be seventy-two (72) hours of paid Partnership leave per year. The Local shall reimburse the District for the cost of the Partner. The partner will work with their supervisor to schedule this

leave to make the least impact on the Department. Partnership leave may be used for political events, for example, testifying in support of or against a bill at the Legislature.

Section 4.7 - Strike Clause

Section 4.7.1 - Work Stoppages / Slowdowns

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 4.7.2 - Lockout

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 - Traditional Workweek

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 - Non-Traditional Workweek

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.

Section 5.2 - Custodial/Journeymen Shift Differentials/Assignments

Section 5.2.1 - Day Shift

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 - Swing Shift

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 - Graveyard Shift

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 - Custodial Workload

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 their designee, and the workload shall be adjusted if determined to be inequitable.

Section 5.2.5 - SK High School Coverage

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 - Category and Package Selection Dates

Section 5.3.1.1 - 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, big bus routes and any stand-alone extra work opportunities, e.g., Explorer Academy, all ROTC, Band, flagging—am/pm, West Sound Tech. etc. Pre-packaged am/pm routes may not be split. Drivers who select a base bus or home bus at In-service, shall keep that bus for the October rebid under section 5.3.3.1, unless the driver switches from a Special needs route to a General route or vice versa. Pre-packaged am/pm routes may not be split, unless the Union & the District mutually agree on a change.

Section 5.3.1.1.1 - Mid-Day Routes

Open mid-day routes shall be available by seniority to those drivers who have not yet been assigned a mid-day route. Open runs will be posted for 3 days for all drivers to bid on the route. If no open mid-day routes have been taken by a driver, then the open run will be available by seniority for drivers who can add to their first selected mid-day route (combining routes to fulfill the open route).

Section 5.3.1.1.2 - 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. After initial package pick, any home bus selection shall have route time adjusted and signed off by appropriate staff by September 10th.

Section 5.3.1.1.3 - Overtime Corrections

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 5.3.2 have occurred. At that point, the driver will be required to re-bid by seniority 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 5.3.2 - Package Adjustment Procedures

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 consistent with the timelines described in Section 5.3.2.1 below.

Section 5.3.2.1 - The Package Adjustment Procedures

The package 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 5.3.2.2 - Route Corrections Timeline

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 5.3.2.3 - 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 5.3.2.1, 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 5.3.2.4 - 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 thirty (30) 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 5.3.3 - 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 5.3.1.1, 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 5.3.4 - Mechanic Student Transport Requests

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 5.3.5 - School Bus Driver Preventable Collision Procedures

According to the National Safety Council's Safe Driver Award Plan, "A preventable collision is a collision in which the Driver failed to do everything reasonable to avoid it."

A collision shall be defined as follows:

- 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.

An incident shall be defined as follows:

- A collision that resulted in no damage or slight damage (e.g., mirror repositioning, a scratch or minor ding) to a vehicle that can be fixed with minimal time by shop personnel.

A determination will be made by the Director of Transportation, or their designee, as to whether a collision is an incident.

Section 5.3.5.1 - Initiation of Collision Review

All collisions will go to Collision Review Committee (CRC).

Section 5.3.5.1.1 - Committees Selection

Collision Review Committee (CRC), South Kitsap Driver’s Handbook Committee, Driver Interview Committee and Safety Committee and any additional committees, shall be elected through the processes described in the South Kitsap Driver’s handbook and observed by Union Leadership.

Section 5.3.5.2 - Preventable Collisions

When a collision is submitted to the Collision Review Committee, a determination will then be made as to whether the collision was preventable. If a collision is determined to be preventable the following chart will be used for retraining and/or progressive discipline.

| Preventable Incident Occurrences: | Incidents Outcome: | Preventable Collision Occurrences: | Collision Type 1 | Collision Type 2 | Collision Type 3 | Collision Type 4 |
|-----------------------------------|--------------------------------------|------------------------------------|---|--|---|--|
| 1 | Retraining & Coaching | | | | | |
| 2 | Retraining & Coaching | | | | | |
| 3 | Type 1 discipline, first occurrence | 1 | Letter of Direction | Written Warning | Written Reprimand, or up to Suspension (1-3 days) | Suspension (3-5 days), up to Termination |
| 4 | Type 1 discipline, second occurrence | 2 | Written Warning | Written, Reprimand, or up to Suspension (1-3 days) | Suspension (3-5 days) | Termination |
| 5 | Type 1 discipline, third occurrence | 3 | Written Reprimand, or up to Suspension (1-3 days) | Suspension (3-5 days) | Termination | |
| 6 | Type 1 discipline, fourth occurrence | 4 | Suspension (3-5 days) | Termination | | |

(Further preventable collisions are 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.

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

As a guideline when investigating a collision and subsequent damage, Transportation Services will normally review a driver's collision record for the preceding 24 working months.

Section 5.3.5.3 - Aggravating Factors

The above table is intended to set forth the minimum discipline that will be imposed for preventable collisions. 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 collision that causes sufficient concern about student safety or driver fitness.

Such aggravating factors include, but are not necessarily limited to:

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

Section 5.3.5.4 - 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 5.3.5.5 - Post-Collisions Protocol

A driver who fails to report any known collision to dispatch or a supervisor before leaving the scene of the collision will be disciplined and may be terminated. Failure to report from the scene may be excused only if:

- (1) An emergency existed that prevented reporting immediately, or
- (2) the driver made every available, reasonable effort to report the collision 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 collision to Dispatch or a supervisor at the earliest possible opportunity.

Section 5.4 - Bus Drivers: Field Trips and Shuttles

Field trips are work that is not attached to package hours. Field trips are awarded in a driver rotating seniority order.

Section 5.4.1 - Assignment of Extra Trips

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 - Late, No Show and/or Complaints

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 - Work Assignment Conflict

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, provided substitute coverage is available for the driver's am/pm rout.

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 workday.

Section 5.4.3 - Short-Term Limited Assignments (e.g., shuttles)

Short-term limited assignments are factored into a driver's driving hours. These assignments shall be made by the Director of Transportation or designee considering seniority, driving hours, and scheduling efficiency.

Section 5.4.4 - 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 - 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 5.5.2 - 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 5.5.3 - No Lunch Period

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 5.5.4 - For Food Service Personnel on Modified School Schedule

When school schedules eliminate or limit food service operations, employees who are not needed to work at their regular assignment will be assigned any work available within their classification. This work may be located at any Food and Nutrition Services location, and all work will be paid at the employee's regular rate.

Section 5.5.5 - Calendar

The Union, by March 15th, shall provide input to the District prior to the establishment of the next annual employee work calendars.

Section 5.5.6 - Travel

Employees whose regular position is scheduled to support differing locations will receive their regular rate of pay for time traveled between those locations.

Employees who choose two or more separate positions at differing locations will not be paid for their traveled time between their separate positions with the District.

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 seniority list shall be maintained at each work site. Normally, custodial employees shall be asked to work available extra hours utilizing the rotation list. 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 list. 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.

If no employee at the worksite volunteers for the extra hours, then a request for volunteers will be sent districtwide. If no employee volunteers, then the District may fill the extra hours pursuant to Section 5.7 Mandated Extra Hours.

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.

Section 5.6.1.3 - For Bus Drivers

Extra hours will be awarded by seniority as long as the extra hours do not put the Bus Driver into overtime. If no Bus Driver is available to take the extra hours without going into overtime, then the Transportation Director or their designee may award the extra hours to a Bus Driver as overtime in seniority order. Extra trips and summer trips are addressed in 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 - For IT Support Specialists

Extra hours will be first offered to the employee whose supported site is in need. If declined, extra hours will be offered in order of seniority among all IT Support Specialist. If no IT Support Specialist accepts the offered extra hours, reverse seniority shall be used to assign the work.

Section 5.7 - 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. A mandatory extra hours reverse rotation schedule may be maintained by each department as appropriate to the work performed by the department's employees. Departments that maintain such lists will rotate employees to the bottom of the list after each mandatory work assignment.

Section 5.8 - Payment for Extra Hours/Overtime

Section 5.8.1 - Overtime

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 5.8.2 - Extra Hours Payments

Payment for all extra hours shall be made on the next applicable payroll period.

Section 5.8.3 - Work Performed on 6th and/or 7th Day

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 5.8.4 - Call Back

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 5.8.5 - 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); (c) If the employee is not required to report to a worksite, they will be paid a minimum of 15 minutes.

This section does not apply to situations where (1) authorized work is performed immediately preceding or following the assigned work shift, or (2) 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 the end of the employee's last day of their work week regular shift and ends three hours before the start of the employee's first day of their work week regular shift.

Section 5.9 - 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 5.10 - 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 5.11 - 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 5.12 - 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 5.12.1 - School Closure

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 5.12.2 - Two Hours Worked

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 their supervisor to work beyond two (2) hours, the employee shall be paid for actual time worked.

Section 5.12.3 - Bus Drivers

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 minimums. If a two (2) hour shift is not worked, the driver may turn in actual time, rounded to the nearest quarter hour.

Section 5.12.4 - Reporting Procedures

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 5.13 - School Closure or Change in Operation

In the event that a school closure is necessary, or a change of operation is necessary and such closure or change does not result in extension of the school calendar, the District and Union will discuss potential solutions in a timely manner that will provide make up work opportunities to the extent feasible.

Section 5.14 - Catering

Section 5.14.1 - Catering Work

Catering work is food service for community members who are not students, staff events, or for events outside the school day. All catering work shall be assigned within each respective building in which the catering is being held. Supervisor shall go by seniority and job duties which pertain to the needs of catering. If employees within assigned building decline catering work than said work shall go to the catering team which is listed at the Central Kitchen location.

Section 5.14.2 - Catering List

Catering list shall be organized by seniority, which will be rotated by the supervisor such that all eligible employees have an equal opportunity to provide catering services.

Section 5.14.3 - Summer Catering

Summer catering shall be assigned by seniority within respective buildings and duties. All Central Kitchen summer catering shall be assigned to employees through the catering list described in Section 5.14.2 above. All summer catering shall be paid at the catering wage.

Section 5.14.4 - Catering Wage

All catering work performed during an employee's normal work hours shall be paid at said employee's hourly rate. All catering work performed outside of employee's normal hours of work shall be paid at the catering wage. Couriers performing catering during normal work hours shall receive their current hourly rate. Couriers who perform catering work outside of their normal work hours shall be paid at the catering courier rate. When catering, employees shall receive the catering rate, or their regular rate of pay, whichever is higher. The rates for catering and catering courier shall be included on the wage schedule.

ARTICLE VI

HOLIDAYS, VACATIONS, AND LEAVES

Section 6.1 - Holidays

Section 6.1.1 - Definition

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 Jr. 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 - Paid Holiday Observance

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. Employee who are on the active payroll on the holiday and have been compensated for either their last scheduled shift preceding the holiday or their first scheduled shift succeeding the holiday, and are 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 (1½) 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 6.1.5 - Unauthorized Absences Before/After Holiday

Employees must be present at their regularly scheduled shift before and after the holiday to receive holiday pay unless their absence is due to appropriately utilized sick leave or previously approved leave.

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 fifteen (15) days paid vacation, prorated on a monthly basis at 1/12th, based on the employee's regular daily work shift. After 5 years of service, one (1) additional day of paid vacation will be added for each succeeding year of service to a total of twenty-five (25) days. To gain eligibility for an increase in vacation from one year to the next, the employee must work a minimum of 50% of their 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.

Starting in the 2026-2027 school year, when work requirements prevent an employee from using vacation days prior to August 31st, the employee may cash out one (1) day in excess of the thirty (30) day limit.

Section 6.2.2 - School-Term Positions

School-term positions are not eligible for vacation.

Section 6.2.3 - Vacation Rates

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

| Year No. | Days | Rate |
|-----------------|-------------|-------------|
| 1 | 15 | 1.2500 |
| 2 | 15 | 1.2500 |
| 3 | 15 | 1.2500 |
| 4 | 15 | 1.2500 |
| 5 | 15 | 1.2500 |
| 6 | 16 | 1.3333 |
| 7 | 17 | 1.4167 |
| 8 | 18 | 1.5000 |
| 9 | 19 | 1.5833 |
| 10 | 20 | 1.6667 |
| 11 | 21 | 1.7500 |
| 15 | 22 | 1.8333 |
| 20 | 23 | 1.9167 |
| 21 | 24 | 2.0000 |
| 22 | 25 | 2.0833 |

Section 6.2.4 - Vacation Usage

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 7.1.1 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 - 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:

| | M | T | W | Th | F | Hours of Scheduled Work | |
|-----------|---|---|---|----|---|-------------------------|-------------------|
| | | | | | | Total Week | Avg. for Benefits |
| 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.

Section 6.3.1.1 - Prorated Leave Days

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 6.3.2 - Definition

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 6.3.3 - Accrual

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 6.3.4 - Leave Usage Notification

The employee will notify the appropriate department administrator and/or designee prior to or at the time of sick leave use. Employees are responsible for documenting leave by entering it into the appropriate leave reporting system or timecard prior to their absence, but not later than 24 hours after their first absence. 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 6.3.5 Scheduling of Medical Appointments

Employees with a regular daily assignment of 4 hours or less are encouraged to schedule routine and/or non-emergency medical and dental appointments during non-work time. However, when this is not possible, employees may use accrued sick leave for medical and dental appointments in fifteen (15) minute increments.

Section 6.3.6 Definition

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 with 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:

- "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.
- "Grandparent" means a parent of a parent of an employee.
- "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.
- "Parent-in-law" means a parent of the spouse of an employee.
- "Spouse means a husband or wife as the case may be.

Section 6.3.6.1 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 6.3.7 - Employment Separation / Sick Leave Balance

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. Failure to repay the district for any amount owed by the employee may result in the unpaid balance being turned over to a collection agency.

Section 6.3.7.1 Sick Leave Payout

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 6.3.8 - Attendance Incentive

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 6.3.9 - Sick Leave Buy Back

Consistent with RCW 28A.400.210, 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 everyone (1) day's monetary compensation. Sick Leave Buy back Forms must be submitted to the Payroll Office by the annual cutoff date.

Section 6.3.9.1 - Buy-back Legislature

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 6.3.10 Sick Leave Accumulated Balance Statement

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

Section 6.4 Job Related Injury/Workers’ Compensation

In accordance with RCW 51.32.090, 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 their accumulative sick leave, personal leave and/or vacation as applicable; or
- b. The employee may opt for the compensation from our Workers’ Compensation Trust (if approved); or
- c. The employee may opt to accept compensation from the Workers’ Compensation Trust (if approved) in addition to a prorated compensation from their accumulative sick leave in order to receive their full pay.

Section 6.4.1 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 6.4.2 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 6.5 Emergency Leave

Section 6.5.1 Leave for Emergencies

Employees may utilize their accumulated sick leave in emergency circumstances as emergency leave. 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 6.3.6 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.

Emergency leave may be used for the following reasons:

- 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 in route to work
- failure of a public transportation carrier to meet a regularly scheduled operation
- Funerals not covered by bereavement leave
- Up to ten (10) days may be authorized for the purpose of placement of a child being adopted by the employee.

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 6.5.2 Unapproved Reasons

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

Section 6.5.3 Leave Type Designation

Emergency leave must be designated on the District Leave Record.

Section 6.5.4 Denial

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

Section 6.6 - 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 6.6.1 - Non-Household Member

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

Section 6.6.2 - Delineation

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

Section 6.6.3 - Out-of-State Travel

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 Human Resources administrator.

Section 6.7 - Jury/Witness Leave

Section 6.7.1 - Jury Duty Leave

Leaves of absence shall be granted for jury duty. The employee shall notify the District when notification to serve on jury duty is received.

Section 6.7.2 - Jury Duty Leave Process

Employees will be released from work on the days they are called to appear for jury service. Employees who are given notice of jury duty but not actually called to appear for jury service will report to their

regular shift with the District. Employees may 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. An employee who intends to return to work after being released from jury duty will notify their supervisor as soon as reasonably possible

Section 6.7.2.1 - Jury Duty Leave Process-Graveyard Shift

If an employee on the graveyard shift is called to jury duty, and 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 or reporting time for jury duty, then the employee shall be excused from their assignment at the District.

Section 6.7.3 - Witness Subpoenas

Employees shall be granted leave with pay when subpoenaed as a witness in a court of law. 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 6.8 - Leave Of Absence

Section 6.8.1 - Definition

An employee may request a leave of absence 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 6.8.2 - Returning From Leave

The District will endeavor to assign returning employees to the same or similar position, however, if such a position does not exist, then the employee will be reinstated to a position for which they are qualified equivalent in duties and wages to the position held at the time the request for leave of absence was approved.

Section 6.8.3 - Retaining Rights

The employee will retain accrued sick leave, vested vacation rights and seniority rights while on leave of absence. However, seniority, vacation credits and sick leave shall not accrue while the employee is on leave of absence.

Section 6.9 - Family and Medical Leave Act

The parties recognize that both state and federal laws impact this area. Employees may utilize Family and Medical Leave consistent with District policy and procedure.

Section 6.9.1 Eligibility

An employee is eligible for family and medical leave benefits after twelve (12) months of employment (for at least 1250 hours) from the employee's official date of hire.

Eligible employees are entitled to:

Twelve work weeks of leave in a 12-month period for:

- The birth of a child and to care for the newborn child within one year of birth;
- The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- To care for the employee's spouse, child, or parent who has a serious health condition;

- A serious health condition that makes the employee unable to perform the essential functions of their job;
- Any qualifying exigency arising out of the fact that the employee’s spouse, child, or parent is covered military member of “covered active duty;” or
- Twenty-six (26) work weeks of leave to care for a covered service member with a serious injury or illness if the eligible employee is the service member’s spouse, child, parent, or next of kin (military caregiver leave).

Section 6.9.2 Certification

The employee is required to provide medical certification regarding entitlement to leave.

Section 6.10 - Paid Family and Medical Leave

The District will grant leave for family and medical conditions pursuant to the guidelines of the Washington Paid Family Medical Leave Act (PFML). More information can be found at www.paidleave.wa.gov.

Section 6.11 Military Leave

Section 6.11.1 Definition

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 6.12 Shared Leave

Section 6.12.1 Definition

Employees may avail themselves of the District’s Leave Sharing Program. Involvement in the program is voluntary only as per District policy. The parties recognize that both state and federal laws impact this area.

Section 6.13 - Personal Leave

6.13.1 - Definition

Two (2) paid Personal Leave Days shall be available to all regular employees in this unit annually. School term employees will receive a total of three (3) paid Personal Leave Days. Personal leave days may be carried over, to a maximum total accumulation of four (4) fully funded days. Employees hired on or after March 1 shall receive one (1) personal leave day for their first year.

6.13.2 - Accumulated Leave

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 - Approval Process

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.

Employees must submit all requests to use personal leave to their supervisor a minimum of two (2) workdays prior to the requested leave dates. Untimely requests may be denied unless the supervisor approves an exception to approve the leave request.

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 - Leave Use Increments

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).

6.13.5 - Cash Out Eligibility

Employees will be eligible to cash-out one (1) unused personal days at the end of each school year. Starting in the 2025-2026 school year, employees will be eligible to cash-out two (2) unused personal days at the end of each school year.

All cash-out requests must be submitted on the appropriate form to Payroll Department by July 10th of any given year, or June 10th if the employee's final payroll will be in June.

ARTICLE VII

SENIORITY

Section 7.1 - Seniority

Section 7.1.1 - Definition and Accrual of Seniority

The seniority of an employee will be established and begin to accrue as of the date on which they have begun to work for the District in a permanent or regular position. For positions which multiple employees are hired on the same date and from the same job posting, seniority is established by calculating the total score used in the interview process from highest to lowest, with the highest being the most senior. This includes the interview score, plus any test scores that were used to hire the employee. The determined seniority date will be used when considering promotions and vacation scheduling. Seniority will prevail within the job classification(s) for reductions-in-force, in accordance with Section 8.4 of this Agreement.

Section 7.1.1.2 - Loss of Seniority

The seniority rights of an employee will be lost upon resignation, discharge, or retirement. Seniority will not accrue while an employee is on a leave of absence and/or has exhausted all leave balances, resulting in being in a leave without pay status.

Section 7.2 - Retain Seniority Rights

Employees will 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 will retain their seniority earned in the previous classification (retreat right seniority); however, seniority is not accumulative from one seniority classification to another. Total days will reflect actual days worked.

Example: A full time Custodian works a full school year but has 12 hours of leave without pay. Instead of receiving 260 days of seniority credit for that year, they will receive credit for 258.5 (8.0-hours = 1 full day, 4.0-hours = .5 of a full day (4.0-hours/8.0-hours)) days.

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 7.3 - Seniority List Publication

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

Section 7.4 - Seniority Classifications

The Seniority Classifications will be as follows:

- Assistant Head Custodian
- Bus Driver
- Cook/Baker
- Courier
- Custodian
- Dispatcher
- Dispatcher/Router

Driver Trainer
FNS Courier
Head Cook/Head Baker
Head Custodian
Helper/Server
Information Technology Support Specialist
Journeyman
Journeyman Mechanic
Laundry person
Lead Information Technology Support Specialist
Lead Journeyman
Lead Journeyman Mechanic
Maintenance Helper I
Maintenance Helper II
Mechanic Assistant
Mechanic Helper I
Shift Lead Custodian
Warehouseperson
Warehouseperson Helper I

Section 7.5 - Tie Breaker Procedures

Prior to the annual publication of the Employee Seniority List, pursuant to Section 7.4 above, the District will review the list to determine if any ties exist. If ties exist, a meeting will be called by the District for the purpose of breaking the tie(s). Those present at the meeting will 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 will act as the proxy for the purpose of completing the tie-breaker meeting. The following procedures will be utilized to break the tie(s):

Section 7.5.1 - Tie Breaker Step 1

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

Section 7.5.2 - Tie Break Step 2

This seniority assignment will 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 with union representation present.

ARTICLE VIII

VACANCY, PROBATION, TRANSFER, SEPARATION

Section 8.1 - Vacancies, Transfers, and Promotions

Section 8.1.1 - Vacancies

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 8.1.2 - Process

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 8.1.3 - Tiebreaker

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 8.1.4 - Bounce Back Rights

In the event a regular employee is selected to fill another position in this bargaining unit, 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 8.1.5 - Transfer or Promotion Denial

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 8.1.6 - Interview Team List Request

Upon request, the District shall provide the Union president with a list of employees included on interview teams for SEIU positions.

Section 8.2 - Probationary Periods, New Hire Status

Section 8.2.1 - Conditional Status

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 8.2.2 - Probationary Period

New regular employees shall serve a ninety (90) workday probationary period before becoming permanent employees. Such employees shall be evaluated on or before sixty (60) workdays. 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 8.2.3, below.

Section 8.2.3 - New Hire Status

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.

Section 8.3 - Involuntary Transfers

Section 8.3.1 – Process

The District reserves the right to involuntarily transfer employees in the best interest of the District. An involuntary transfer will follow the following process:

- 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.
- 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.
- 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.

Section 8.3.3 – Exclusions

The following scenarios are not involuntary transfers:

- Intra department reassignment without a change in hours or benefits.
- A change in assignment due to a reduction in force under Section 8.4.
- Transfers for disciplinary or performance-related reasons.

Section 8.4 - Reduction in Force (RIF)

Section 8.4.1 - Recommendation

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 8.4.2 - Process

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 8.11.1, 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 8.5 - Reduction in Force List

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 7.4 of this Agreement.

A person given a job offer will have one (1) business day from the receipt of the offer to accept or reject the offer if they reject 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 Human Resources advised of their current contact information.

Section 8.6 - Prior Experience

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 8.7 - Seniority, Vacation, and Sick Leave Reinstatement

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 6.3.3 and Washington State law.

Section 8.8 - 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 their 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.
- 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 8.9 - COBRA Availability

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 8.10 - 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 260 days (248-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 9.10 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 8.11 - Termination/Separation of Employment

Section 8.11.1 - Notice of Termination

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 D1-3 and Board Policy/Procedure #5281).

Section 8.11.2 - Notice of Separation

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 8.11.3 - Retirement by the Employee

Starting in the 2024-2025 school year, employees who provide written notice of retirement to the Human Resources Office effective for the ensuing school year by April 1st shall receive an additional lump sum payment of \$250, paid out on their last payroll.

ARTICLE IX

WAGES AND BENEFITS

Section 9.1 - Definition

Wages for regular employees subject to this Agreement, during the term of the Agreement, are contained in Schedule A, attached hereto, and by this reference incorporated herein.

Section 9.2 - 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.

- For the 2024-2025 school year, all steps on the wage schedule will be increased by the implicit price deflator (IPD) plus one percent (1.0%).
- For the 2025-2026 school year, all steps will be increased by IPD or three percent (3%), whichever is greater.
- For the 2026-2027 school year, step A will be increased by IPD. Steps B through E will subsequently be increased in accordance with Section 9.3.

Section 9.2.1 - 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 9.2, above. During the implementation of the revised step schedule set forth in Section 9.3, lagacied 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 lagacied employees will be removed from the Appendix.

Section 9.3 - Incremental Movement Eligibility

New employees remain on Step A on the wage schedule for two years (A1 and A2) before moving to Step B. Step B shall be at least two percent (2%) above Step A. Employees will then remain on Step B for two years before moving to Step C, which shall be at least two percent (2%) above Step B. Employees will then move subsequently from Step C to Step D, to Step E with two years spent on each step with each step being at least two percent (2%) above the previous step.

Beginning for the 2026-2027 school year, Step B shall be three percent (3%) above Step A. Employees will then remain on Step B for two years before moving to Step C, which shall be three percent (3%) above Step B. Employees will then move subsequently from Step C to Step D, to step E with two years spent on each step with each step being three percent (3%) above the previous step.

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.

Bus drivers will remain on Step A for two years (A1 and A2) before moving to Step B. Bus drivers must work at least seventy percent (70%) of the scheduled workdays during the previous school year.

Section 9.4 - Longevity Recognition

In recognition 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 \$.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 twenty-five (25) years' service as of August 31 shall then receive \$2.00 per hour above their hourly rate on the wage schedule.

Section 9.5 - Washington State School Experience / Longevity Credit

An employee, who transfers into the District with previous Washington state school district experience will retain their longevity, for the purpose of determining wage schedule placement and vacation entitlement. Seniority is not transferable.

Section 9.6 - Required Lower Classification Work

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 9.7 - 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.

Section 9.7.1 - 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 9.8 - Part-Time Employees / Additional Hours

If the District requires a part-time employee to work additional hours over their contracted daily hours, the employee shall be compensated at their hourly rate of pay. If a food service employee works sixty (60) consecutive workdays 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 9.9 - Behavioral Student Transportation

Section 9.9.1 - Behavioral Student Pay

Drivers who transport students during their regularly assigned routes who have Emotional-Behavioral Support (E.B.S.P.), or who drive designated Functional/Adaptive routes shall be trained and receive additional compensation added to their regular hourly rate. This additional compensation will begin on the date in which employment commences in one of the above-named programs, however training must take place at the first available opportunity. Additional rate of pay shall be included in the postings for the position to which it is applicable. Drivers assigned to these routes shall receive a pay increase of seventy-five (\$.75) cents.

Section 9.9.2 - Route Eligibility

During the package pick and bump process, routes will be identified as eligible for the increased behavioral pay.

Section 9.10 - Employee Benefits and Retirement

Section 9.10.1 - Insurance Information

Washington School District's will receive health and other benefits through the School Employees Benefits Board (SEBB) program. Eligibility shall be determined solely by the established SEBB criteria that most closely describes the school employee's work circumstances in accordance with RCW 41.05.740.

Section 9.10.2 - Leaves

Depending upon the type of leave of absence, while on a leave of absence, the employee may have the option to remain an active participant in the SEBB benefit programs by making monthly premium contributions in the amount required. Contributions must be made in a timely manner, as established by the District. Eligibility for continued participation in the SEBB benefit program, will depend upon individual evaluation of the employee's leave of absence and applicable eligibility criteria as determined by SEBB.

Section 9.10.3 - Tax Sheltered Programs

The District shall make programs available to employees for the purchase of tax-sheltered annuities or participation in WA Department of Retirement Systems' Deferred Compensation Plan. The District does not endorse any particular vendor. Upon the employee enrolling in such a program via the district's third-party administrator, the District shall deduct the cost for purchasing/participating from such employee's wages.

Section 9.10.4 - Retirement System Eligibility

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 9.11 - Payroll Distribution

The monthly pay warrant for all employees, except those legacied under prior agreement, will be distributed through the established direct deposit process. All employees except substitute and temporary employees will be paid in (12) monthly pay warrants.

Section 9.12 - Referral Bonus

In the event a current SKSD employee refers a new employee for any continuing position in the District and the District hires that new employee, then the referring employee shall receive a \$300 bonus.

ARTICLE X

REIMBURSEMENT/JOB RELATED COST

Section 10.1 - Tools and Coveralls/Uniforms

Section 10.1.1 - 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 10.1.1.1 – Stipend New Hire Rules

Employees hired after the start of the school fiscal year (September 1), whose position would qualify to receive the annual tool stipend and have completed their probationary period (90 workdays) before the end of the school fiscal year (August 31) shall be entitled to receive the full stipend amount, regardless of the employee's start date. The stipend will be paid out in the month following the completion of their probationary period.

Employees hired after the start of the school fiscal year (September 1), whose position would qualify to receive the annual tool stipend but have not completed their probationary period (90 workdays) before the end of the school fiscal year (August 31) will not receive the tool stipend in the first year of employment but will receive their tool stipend the following October, per Section 10.1.1 of the Collective Bargaining Agreement.

Section 10.1.2 - 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 10.1.3 - Facilities and Mechanics Coveralls and Rain Gear

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 10.1.4 - Food and Nutrition Services Rain Gear

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 10.1.5 - Transportation Required Safety Clothing

The District shall supply standard high visibility safety vests for all employees in the Transportation Department. Drivers may purchase their own-colored vest or jackets at their own cost from the District's approved list of providers or approved by the Director. All safety vests/jackets will be compliant with the American National Standards Institute (ANSI).

Safety vests/jackets are to be worn by all Transportation staff during work hours when they are physically on the transportation base parking areas or when they are outside on school grounds. Safety vests/jackets may be removed when driving or riding inside a bus, or when inside a building. Mechanics are required to wear ANSI approved clothing, vests, or jackets when they are physically on the transportation base parking areas and during roadside assistance runs.

Section 10.2 - Shoe Reimbursement

Each contract year, information technology support specialists, district couriers, drivers, custodians, food service workers, warehouse workers, mechanics and the laundry person will be reimbursed for up to \$125.00 for approved safety footwear. Each contract year, Helpers and Journeymen will be reimbursed for up to \$200 for approved safety footwear. Each Department Director shall provide a list of approved safety footwear.

Section 10.3 - Prescription Safety Glasses

Every other fiscal year, journeyman, helpers, warehouse workers, and mechanics, will be reimbursed for up to \$150.00 for necessary, prescription safety eyewear.

Section 10.4 - DOT Drug and Alcohol Testing

Section 10.4.1 - Testing Procedures

Consistent with applicable laws and District policies and procedures, employees shall be subject to drug and alcohol testing. If second test negates the initial finding, the District shall reimburse the employee for the cost of the second test. Should the Board consider a change in the policy, the Union will be 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.

Section 10.5 - DOT Physicals

For employees required by the District to maintain a commercial driver's license, the District will reimburse up to a total of \$250.00 maximum per year for the Department of Transportation medical certification required to renew the CDL. Drivers will bring their CDL receipt to the Transportation Office coordinator for approval and get reimbursed for the full amount on their receipt, but not to exceed the maximum amount above.

Section 10.6 - Food Worker Cards

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. To qualify for up to 1.5 hours of training reimbursement, employees must renew their food worker card before expiration.

Section 10.7 - Private Vehicle Mileage

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.

ARTICLE XI

PROFESSIONAL DEVELOPMENT

Section 11.1 - Optional Professional Development Funds

In support of providing those opportunities, the District shall contribute \$12,000 per fiscal year and a total of \$600 per member for the duration of the negotiated agreement to a professional development fund. Decisions to administer the fund shall be made jointly by SEIU and District designees. The annual contribution shall not roll over unused funds. These funds are not to otherwise replace or supplant existing funding provided by the District. An employee wishing to utilize these funds shall fill-out and submit the professional development form, attached as Exhibit E

Section 11.2 - In-service Training

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 11.3 - Required Professional Development

Employees attending Professional development functions required by state law or District policy as a condition of continued employment will be paid by the District at the employee's regular rate of pay plus any fee, tuition, or transportation costs; provided; however, when training is offered in-district, payment of transportation costs are precluded if the employee chooses to attend training outside district boundaries. All training courses must have prior District approval to qualify for payment or reimbursement of costs as determined by the District.

Section 11.4 - Education Recognition

Employees who provide official documentation of a completed Professional Trades Certificate or higher or equivalent degree shall be eligible to receive additional compensation to the employee's wage as listed on Schedule A according to the following scale:

- Professional Trades Certificate: additional thirty-five cents (0.35) per hour
- Associate Degree: additional fifty cents (0.50) per hour
- Bachelor's Degree: additional seventy-five cents (0.75) per hour
- Master's Degree: one additional dollar (\$1.00) per hour

A professional trade certificate is a trades apprenticeship and/or current valid Journeyman Licensing, which includes 8,000 hours apprenticeship.

Payment will begin on the first of the month in which official transcripts/documentation is received. If graduation is conferred after the first of the month in which official documentation is received, the conferred date will be used. Any employee will only receive the highest of the differentials listed in this section for which they qualify.

Section 11.5 - School Nutrition Association (SNA) Certification

Food service employees who have completed the School Nutrition Association (SNA) professional development certification program, will be compensated an additional thirty (\$.30) cents for level one, forty cents (\$.40) for level two and fifty cents (\$.50) for level three per hour for their regularly employed food service position(s).

It is the employee's responsibility to maintain their certification and SNA membership. The employee must provide evidence of renewal annually to the Food and Nutrition Services Department in order to receive compensation for SNA Certification.

ARTICLE XII

SUBSTITUTE AND TEMPORARY EMPLOYEES

Section 12.1 - Substitute and Temporary Employees

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

Section 12.1.1 - 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 12.1.2 - Benefit Eligibility

Persons employed in substitute or temporary positions shall be eligible for medical benefits as permitted by SEBB rules.

Section 12.1.3 - Long-term Assignment Service Credit

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 12.1.4 - Inclement Weather and/or Emergency Make-up

If there is a snow make-up or other emergency make-up day that breaks the continuity of a 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 12.2 - 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 12.3 - Base Pay Rates

The schedule of substitute wages for the term of this Agreement will be an exhibit to this contract as Schedule B.

Section 12.3.1 - Absences for Substitutes or Temporary Employees

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 substitute or 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 substitutes and temporaries to re-establish the twenty (20) days if the interruption occurred prior to the completion of twenty (20) days.

Section 12.4 - Leave 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 12.1.1, above.

Section 12.4.1 - Leave 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 to the extent consistent with SEBB eligibility requirements. 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 12.4.2 - Leave 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 8.4 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 12.5 - Additional Pay for Substitute and Temporary Employees

Section 12.5.1 - Definition

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. If the district cannot find work for them, they will be paid two (2) hours and sent home.

Section 12.6 - Other Conditions

Section 12.6.1 - Classified Substitute Handbook

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

Section 12.6.2 - Personnel File Access

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 12.6.3 - Substitute Employment Record Consideration

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 12.6.4 - Exclusions

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

| | |
|--|------------------------------|
| Job Descriptions: | Section 3.2 |
| Workweek/Assignment: | Section 5.1 |
| Custodial/Journeyman Shifts Differentials/Assignments: | Section 5.2 |
| Bus Drivers: | Section 5.3 |
| Bus Drivers: Field Trips and Shuttles | Section 5.4 |
| Extra Hours of Work/Overtime: | Section 5.6 |
| Holidays, Vacations, and Leaves: | Article VI (in its entirety) |
| Seniority: | Section 7.1 |
| Vacancies, Transfer and Promotions: | Section 8.1 |
| Probationary Period: | Section 8.2.2 |
| Reduction in Force (RIF): | Section 8.4 |
| Termination/Separation of Employment: | Section 8.11 |
| Wage Schedule: | Section 9.2 |
| Tools and Coveralls/Uniforms: | Section 10.1 |

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 13.1 - Definitions

Section 13.1.1 - Grievance

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

Section 13.1.1.1 - Non-Grievable Issues

The following are not subject to the grievance procedures:

- The termination of employment of, or layoff, or failure to re-employ, or suspension of any probationary or conditional status employee.
- The termination of services of, or failure to re-employ, any employee on a supplemental employment authorization assignment.
- The evaluation marks or comments made by an employee's supervisor in the course of an annual or other evaluation document. Please note you have 30 calendar days to submit a rebuttal that will be attached to the evaluation and placed in your personal file.
- 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 13.1.2 - Grievant

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

Section 13.1.3 - Informal Resolution

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 13.2 - 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 13.3 - 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 13.4 - Step One Formal Discussion

The grievance process shall begin with the employee completing the Grievance Hearing Form Step One (Exhibit BC-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 and provide a copy to the Human Resources Department.

Section 13.4.1 - Grievance Form Requirements

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 13.4.2 - Step One Receipt

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 and provide a copy to the Human Resources Department. 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 (7) calendar 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 a Human Resources administrator

Section 13.4.3 - Step One Agreement

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

Section 13.4.4 - 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 13.5 - Step Two Formal Discussion

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

Section 13.5.1 - Step Two Receipt

The Superintendent or their 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 and the Human Resources Department.

Section 13.6 - Step Three Mediation

Section 13.6.1 - Definition

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 13.6.2 - Step Two Appeal

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 13.6.3 - Mediation Notification

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 13.6.4 - Mediation Timeline

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 13.6.4.1 - Grievant

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

Section 13.6.4.2 - Spokesperson

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

Section 13.6.4.3 - Mediator Role

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 13.6.4.4 - Procedure

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 13.6.4.5 - Written Materials

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 13.6.4.6 - Non-Binding Mediation

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 13.6.4.7 - Mediation Start Time

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

Section 13.6.4.8 - Mediation Fees and Expenses

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

Section 13.7 - Step Four Arbitration

Section 13.7.1 - Step Three Appeal

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 13.7.2 - Final and Binding Decision

The Arbitrator's decision will be in writing and will set forth 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 13.7.3 - 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 13.7.4 - Prohibited By Law

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

Section 13.8 - Time Limits

Section 13.8.1 - Definition

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 13.8.2 - Appeal Timeline

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 13.8.3 - Deemed Resolved

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 13.8.4 - Evaluation Procedure Grievance Process

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 13.8.5 - 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 13.9 - Reprisals

Section 13.9.1 - Against Employees

No reprisal of any kind will be taken by the District against any employee because of participation in any grievance.

Section 13.10 - Costs

Section 13.10.1 - Arbitration Fees and Expenses

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 XIV

EMPLOYEE SAFETY

Section 14.1 - 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 14.2 - 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 14.3 - Collision Review Committee

The Transportation Department will continue to maintain a Collision Review Committee ("CRC") to determine the preventability of bus driver accidents. The CRC includes Transportation Department management, along with bargaining unit members from the Transportation Department, which may include one mechanic, one driver trainer, and several bus drivers.

Employees who desire to sit on the CRC must attend the annual training in advance of being placed on the committee. The annual CRC 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 CRC's function. Other conditions and details of CRC membership may continue to be established by the South Kitsap Driver's Handbook. Nothing herein undermines the validity of current or prior CRCs or their determinations, or of the current South Kitsap Driver's Handbook, provided that any language inconsistent with this section shall be modified to conform herewith.

ARTICLE XV

DURATION OF AGREEMENT

Section 15.1 – Term Duration

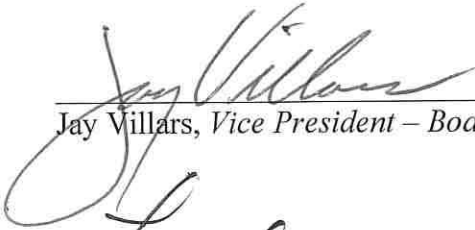
The term of this Agreement shall be September 1, 2024, through August 31, 2027.

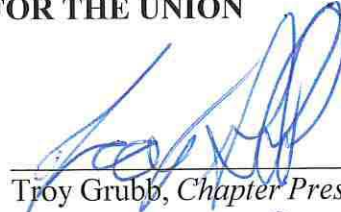
Attest

Dated this 24th day of July 2024.

FOR THE DISTRICT

FOR THE UNION


Jay Villars, Vice President – Board of Directors


Troy Grubb, Chapter President – SEIU 925


Tim Winter, Superintendent
Secretary to the Board of Directors


Maria Arellano, Organizer – SEIU 925


Leigh Sinclair, Director - Human Resources

TABLE OF EXHIBITS

- A** SEIU Wage Schedule A – 2024 / 2025
- B** SEIU Substitute Schedule B – 2024 / 2025
- C-1** SKSD/SEIU Grievance Hearing Form Step One
- C-2** SKSD/SEIU Grievance Hearing Form Step Two
- D-1** Just Cause
- D-2** Weingarten Right
- D-3** Loudermill Right
- E** Optional Professional Development Opportunities Reimbursement Application

SEIU WAGE SCHEDULE A – 2024 / 2025

| SEIU WAGE SCHEDULE A: 2024-2025 | | | | | |
|--|------------------------------|-------------------------------|--------------------------------|--------------------------------|----------------------------------|
| 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) |
| Assistant Head Custodian High School | \$ 29.81 | \$ 30.68 | \$ 31.31 | \$ 31.94 | \$ 32.58 |
| Assistant Mechanic | \$ 31.53 | \$ 32.27 | \$ 32.92 | \$ 33.58 | \$ 34.95 |
| Bus Driver Trainer | \$ 34.55 | \$ 36.46 | \$ 37.19 | \$ 37.94 | \$ 39.02 |
| Bus Driver* | \$ 31.13 | \$ 32.22 | \$ 32.87 | \$ 33.53 | \$ 34.31 |
| Cook/Baker | \$ 23.91 | \$ 25.13 | \$ 25.64 | \$ 26.16 | \$ 26.69 |
| Courier - School Term Food Services | \$ 30.64 | \$ 31.65 | \$ 32.29 | \$ 32.94 | \$ 33.60 |
| Day Custodian | \$ 27.07 | \$ 28.06 | \$ 28.63 | \$ 29.21 | \$ 30.38 |
| Dispatcher/Router | \$ 34.55 | \$ 36.46 | \$ 37.19 | \$ 37.94 | \$ 39.34 |
| District Courier | \$ 29.32 | \$ 29.96 | \$ 30.56 | \$ 31.18 | \$ 31.81 |
| Head Cook/Head Baker* | \$ 27.54 | \$ 28.60 | \$ 29.18 | \$ 29.77 | \$ 30.73 |
| Head Custodian Elementary | \$ 29.81 | \$ 30.68 | \$ 31.31 | \$ 31.94 | \$ 33.44 |
| Head Custodian High School Support/Alt | \$ 31.49 | \$ 32.44 | \$ 33.09 | \$ 33.76 | \$ 35.07 |
| Head Custodian Middle School | \$ 30.56 | \$ 31.40 | \$ 32.03 | \$ 32.68 | \$ 34.80 |
| Helper I | \$ 27.72 | \$ 28.28 | \$ 28.85 | \$ 29.43 | \$ 30.88 |
| Helper II | \$ 33.70 | \$ 34.47 | \$ 35.16 | \$ 35.88 | \$ 36.60 |
| Helper/Server | \$ 21.86 | \$ 22.87 | \$ 23.33 | \$ 23.80 | \$ 24.28 |
| Information Technology Support Specialist | \$ 38.63 | \$ 39.41 | \$ 40.20 | \$ 41.01 | \$ 43.16 |
| Journeyman | \$ 38.43 | \$ 39.20 | \$ 39.99 | \$ 40.79 | \$ 41.61 |
| Laborer | \$ 16.28 | \$ 16.28 | \$ 16.28 | \$ 16.28 | \$ 16.28 |
| Laundryperson | \$ 26.45 | \$ 27.27 | \$ 27.82 | \$ 28.38 | \$ 28.95 |
| Lead Information Technology Support Specialist | \$ 42.51 | \$ 43.37 | \$ 44.24 | \$ 45.13 | \$ 46.68 |
| Lead Journeyman - Mechanic | \$ 43.41 | \$ 44.28 | \$ 45.17 | \$ 46.08 | \$ 47.01 |
| Lead Journeyman (F&O) | \$ 42.26 | \$ 43.11 | \$ 43.98 | \$ 44.86 | \$ 45.76 |
| Shift Lead Custodian | \$ 29.81 | \$ 30.68 | \$ 31.31 | \$ 31.94 | \$ 32.88 |
| Warehouseperson | \$ 30.84 | \$ 31.52 | \$ 32.17 | \$ 32.82 | \$ 33.51 |
| | Year 1 | Year 2 | Year 3 | | |
| Apprentice Journeyman Mechanic | \$ 26.90 | \$ 30.74 | \$ 34.59 | N/A | N/A |

*Salary rates for school-term employees employed in these positions on September 1, 1999, and thereafter

- 1) **Swing Shift:** Hourly rates shall be calculated as 5% greater than the respective day rate. Employees who work the swing shift for 10 or more years shall receive an hourly rate calculated at 6.5% greater than the respective day rate.
- 2) **Graveyard Shift:** As of September 1, 2017, all Graveyard positions reassigned as Swing shift. Graveyard shift does not currently exist.
- 3) **Apprentice Journeyman Mechanic:** 1st year is 70% of Journeyman pay, 2nd year is 80%.
- 4) **Catering Wages:** Consistent with Section 5.14, catering wages are as follows: Catering: \$25 and Courier: \$30
- 5) **Lead Classifications:** Effective 2026-2027 school year, the Lead Information Technology Support Specialist, Lead Journeyman-Mechanic, and Lead Journeyman-F&O positions will be set to thirteen percent (13%) above their respective non-lead positions.

ADDENDUM TO SEIU WAGE SCHEDULE A – 2024 / 2025

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 9.1, effective September 1, 1999, which eliminated vacation for school-term employees and adjusts the hourly wages accordingly.

| SEIU LEGACIED WAGE SCHEDULE | | 2024-2025 |
|------------------------------------|----|--------------------|
| SALARY CLASSIFICATIONS | | Hourly Rate |
| Bus Driver | \$ | 35.01 |
| Head Cook/Baker | \$ | 31.35 |

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

SEIU SUBSTITUTE SCHEDULE B – 2024 / 2025

| 24-25 SEIU SUBSTITUE WAGES | | 2024-2025 |
|----------------------------|--|-------------|
| SUBSTITUTE POSITION | | Hourly Rate |
| Bus Driver | | \$28.02 |
| Custodian | | \$24.36 |
| Courier | | \$26.39 |
| Helper/Server | | \$19.67 |
| Laborer | | \$16.28 |
| Laundryperson | | \$23.81 |
| Maintenance Helper 1 | | \$24.95 |
| Assistant Mechanic | | \$28.38 |
| Warehouseperson | | \$27.76 |

S K S D / S E I U
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) _____

S K S D / S E I U
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 issues 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 _____ Date _____
(Required only if being submitted to Arbitration)

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.

This information is provided for the education of employees and supervisors and is not a limitation on the rights of the parties in any particular case.

PROFESSIONAL DEVELOPMENT FORM



SOUTH KITSAP SCHOOL DISTRICT

SEIU Optional Professional Development Opportunities Reimbursement Application (District related trainings only)

Name (Last, First): _____ Date: _____
Phone: _____ District e-mail: _____
Job Classification: _____ School/Loc: _____

Reimbursement Request for:
[] Conference
[] Workshop, Course, Seminar (Check all that applies)
[] Technical Training [] Discipline Specific [] Off-Campus [] On-Campus [] Online
[] Educational Materials (Please explain) _____
[] Other _____

Briefly describe the professional development activity and attach copies of any brochures or related materials.

A. What: _____
B. Where: _____
C. When: _____
D. Why: Provide a rationale for the activity and its relationship to the following: (Check all that apply)
[] School related [] Personal Plan [] Future Job Training [] Performance Goal Related
Rational: _____

Cost of activity:
1. Registration Fees: _____
2. Other Costs (Please be specific with amount, and if building or self-reimbursement, i.e. hotel, mileage, meals):

3. Total estimated cost for entire activity (Required): \$ _____
4. Requested reimbursement amount (total of \$600 per member per year allowed): \$ _____

- Criteria for Reimbursement of Funds:
1. Submit this completed application to your administrator or supervisor for signature.
2. Proposed conference, workshop, etc., must relate to professional / personal plan.
3. Funds are allocated on a first come first serve basis and may be used for class registration, materials, hotel or mileage.
4. Individuals may only request funds for their own potential allocation.
5. Upon completion of course, proof of attendance as well as receipts and proper documentation for all requested monies must be provided for reimbursement of funds within thirty (30) days of completing your requested PD opportunity.

Your Signature _____ Date _____
Supervisor's Signature _____ Date _____
Human Resources Administrator _____ Date _____
Acct. Code _____ Amount Approved \$ _____

