

Collective Bargaining Agreement
between the
RENTON SCHOOL DISTRICT
and the
AMERICAN FEDERATION OF TEACHERS
(AFT) RENTON LOCAL 6367
September 1, 2024 to August 31, 2027

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DECLARATION OF PRINCIPLES

1. The efficient administration of a public school system includes concern for the well-being of employees and the maintenance of an orderly and constructive relationship with the employees.
2. Subject to law and the paramount consideration of service to the public, good employer-Human Resources provides employees an opportunity for involvement in the formulation of matters affecting the conditions of their employment.
3. Effective employer-employee cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
4. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees' Collective Bargaining Act by establishing a basic understanding relative to District personnel policies, practices, and procedures, and by providing means for amicable discussion and by mutual agreement, fair and equitable adjustment of wages, hours and working conditions.

PREAMBLE

This Agreement is made and entered into between Renton School District Number 403 (hereinafter "District") and, American Federation of Teachers (AFT) Renton Local 6367, (hereinafter "Union").

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

ARTICLE I
RECOGNITION AND COVERAGE OF AGREEMENT

- 1.1 The District hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 1.4, and the Union recognizes the responsibility of representing the interests of all such employees.
- 1.2 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties necessarily imply a confidential relationship to the Board of Directors and Superintendent of the District pursuant to RCW 41.56.030 (2).
- 1.3 The District shall furnish the Union with copies of all position descriptions subject to this Agreement and shall provide the Union and respective employees with amendments, changes, or additions as they may from time to time occur. Under normal circumstances, position descriptions will not be significantly changed during a given work year. Any significant changes in the position descriptions of employee classifications covered by this Agreement or the creation of new positions to be covered by this Agreement shall necessitate consultation with the Union and the negotiation of the salary for that position or classification.
- 1.4 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Transportation, Dispatch, Garage Mechanical Technicians, Building Maintenance (including Swimming Pool Maintenance), Nutrition Services, and Warehouse Drivers; excluding personnel represented by RESP and RPTA, and the Supervisor(s) of Transportation, Maintenance, and Nutrition Services. Substitutes represented by the Union shall include only those employed by the District who have worked for thirty (30) calendar days within the current school year or thirty (30) calendar days in the immediately preceding school year and who continue to be available for work as substitutes. Substitute employees may not combine days from two different school years to accumulate the thirty (30) calendar days required for representation and need not work a “new” thirty (30) calendar day period once representation is established for that year.

Continued employment and continuing representation will be verified by the receipt of notification of continued employment in June. Representation for substitute employees will be limited by Article XI of this Agreement.

- 1.5 Work customarily performed by employees identified in Section 1.4 shall be generally identified as bargaining unit work. Such work may be performed by students as noted and limited herein and may be performed by other employees on a limited basis or in emergency situations.

ARTICLE II
RIGHTS OF THE EMPLOYER

- 2.1 Neither this Agreement nor the act of meeting and negotiating will be construed to be a delegation to others of the policy making authority of the District, which authority the District specifically reserves unto itself. The management of the District and the direction of the work forces is vested exclusively in the District subject to the terms of this Agreement. Management prerogatives will not be deemed to exclude other management rights not herein specifically enumerated. Management officials retain the right and obligation, according to District policy, to do the following:
- A. Direct employees covered by this Agreement.
 - B. Hire, retain, promote, demote, assign, suspend, discipline and discharge employees of the unit.
 - C. Relieve employees from duty because of lack of work or other legitimate reasons.
 - D. Determine the method, number, and kinds of personnel by which operations undertaken by employees in the unit are to be conducted, including the right to sub-contract work and to designate the work to be performed by the employees or others and the places where and the manner it is to be performed.
- 2.2 The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Union and the employees and to the obligations imposed by this Agreement.

**ARTICLE III
RIGHTS OF THE EMPLOYEES**

- 3.1 It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union, and the freedom of such employees to assist the Union as provided for in various sections of RCW 41.56.
- 3.2 Each employee shall have the right to bring matters of personal concern to the attention of appropriate Union representatives and/or appropriate officials of the District.
- 3.3 Employees of the bargaining unit as defined in Article I, Section 1.4. shall have the right to have Union representatives or other persons present at discussions between themselves and supervisors or other representatives of the District that may result in employee discipline or may be investigatory in nature. If an employee reasonably believes the investigation will result in disciplinary action, he/she has the right to stop the conference and request Union representation before proceeding further.
- 3.4 Each employee reserves and retains their Weingarten rights to have the Union represent such employee in all matters concerning their employment relations with the District. The District will notify Union leadership of any meetings concerning employment relations with the District.
- 3.5 Neither the District nor the Union shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, sexual orientation, religion, age or marital status or because of a physical handicap with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically handicapped person or others. The Union and the District recognize the requirements of the Civil Rights Act of 1964 and mutually agree to support the provisions of the District's Affirmative Action Plan insofar as such plan does not conflict with other provisions of this Agreement. The parties further agree that the purpose of the plan is for achieving equality in employment practices wherever it may be lacking in compliance with the letter and in spirit of the law. The Affirmative Action Plan will be applied in modifying the composition of the future work forces in the District. Present employees will not be discharged to achieve employment goals. Hiring policies will be adapted to ensure equal employee opportunities. Only qualified personnel will be considered for any position.
- 3.6 Since it is mutually recognized that safety within the confines of the District is of paramount concern, the District shall provide first aid and fire prevention courses to employees as necessary. Such determination shall be made by the District and any employees required to attend shall be properly compensated. It is agreed that all employees will be vigilant in seeking out unsafe or hazardous objects and will report them immediately to the appropriate personnel for correction. It is agreed that all employees shall use equipment, etc., in a safe manner.

- 3.7 The District shall ensure that adequate and appropriate administrative machinery exists to deal with employee/student disciplinary problems which may arise concerning employees subject to this Agreement. The employee shall have the right to a fair conference if he/she is involved in an employee/student/parent disciplinary problem. Such conference shall afford to the employee a full and complete investigation of the facts involved.
- 3.8 Employees shall be allowed to respond to any formal written evaluation and have the response attached to the evaluation. Each employee shall be evaluated at least once annually.
- 3.9 Consistent with the statutes and the constitution of the State of Washington and the Constitution of the United States, employees have full rights of citizenship. The exercise of these rights shall not be grounds for discipline or discrimination against any employee.
- 3.10 It is appropriate for employees to exercise full political rights and responsibilities outside their working hours. The Board encourages employees of the District to use and be active in the use of their political rights.
- 3.11 Employees shall, upon request, have the right to inspect the contents of their personnel files and to attach written comments to any material therein. Upon request, a copy of documents contained in the personnel file shall be afforded the employee. Copies other than for grievance matters and application materials shall be provided at the current District per page rate.
- 3.12 Harassment-Free Environment

The parties agree upon the following:

- A joint commitment to assure harassment-free environment for all employees.
- A joint commitment to report and investigate employee complaints about treatment of/by other employees.
- Mandatory training on harassment-free environment by department; department manager and stewards to schedule mandatory training and report back to bargaining team or joint labor-management committee to schedule and plan for assuring a harassment-free environment.

**ARTICLE IV
RIGHTS OF THE UNION**

- 4.1 The Union has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing; to consult or to be consulted with respect to industrial relations matters and practices which are within the authority of the District; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.
- 4.2 The Union shall promptly be notified by the District of any grievances or disciplinary actions concerning any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure Articles contained herein. The Union is entitled to have an observer at hearings conducted by any District official or body arising out of a grievance and, if appropriate, to make known the Union's views concerning the case.
- 4.3 The District agrees to print and distribute, free of cost to the Union and its members, a mutually sanctioned version of this Agreement to all employees covered by this Agreement within thirty (30) days of the ratification of this Agreement. All new employees shall be given a copy of this Agreement by the District at the time they are employed by the District. Thirty (30) additional copies will be provided the Union within thirty (30) days of the ratification of this Agreement.
- 4.4 The Union reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the AFT Local 6367.
- 4.5 The President of the Union, AFT Renton Local 6367, stewards, and three (3) designated representatives and/or any local, state or national officers will be provided time off with pay to a maximum of a combined total of fifteen (15) days per year to attend state meetings of the AFT Renton Local 6367, provided that no member shall take more than five (5) days total per year nor more than five (5) consecutive days for any one conference. Prior notification of absence for union conferences must be made by the employee with the Human Resources Department. Separate arrangements will be made with the immediate supervisor to deal with work coverage during the absence and/or make up of the work. If substitutes are necessary, the Union shall be charged the cost of a replacement substitute for each day the affected employee is absent. Five (5) additional days will be provided for the AFT Renton Local 6367 Leadership to use for direct work with the administration of the contract or bargaining unit.
- 4.6 On or before the fifteenth (15th) day of October, and each month thereafter, the District shall provide the Union with computer run information regarding each employee in the bargaining unit. This list shall include: first and last name, home address, personal phone number(s), work email address, job classification/title, department/position, and work location/work site.

4.7 Access

Representatives of the Union, upon making their presence known to the District, shall have access to the District premises during business hours, provided that no conference or meeting between employees and Union representatives will hamper or obstruct the normal flow of work.

The Local Stewards shall have the opportunity to meet and confer with the District administration on a mutually agreeable basis without loss of pay.

4.8 Bulletin Boards

The District shall designate a bulletin board space in each school for the use of the Union. The bulletins posted by the Union are the responsibility of the officials of the Union. The Union agrees that every attempt will be made to assure that such materials posted will be responsible and reflect general standards of good taste.

The responsibility for the prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the individual who posted such notices.

4.9 The Union shall be permitted use of the District's employee mailboxes, providing such use follows routine, established District procedures. A copy of all "bulk" mailings shall be provided to the Superintendent. The Union agrees to make every attempt to assure that "bulk" mailing will be responsible and will reflect general standards of good taste.

4.10 Following prior notification to the District, the Union shall have access to District buildings and meeting rooms for the purpose of holding bargaining unit or committee meetings when a supervisor or custodian is on duty. There shall be no rental or service fee charged for weekday use of available facilities. Holiday, Saturday or Sunday use of facilities will require a charge for an on-duty District employee.

ARTICLE V
APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

- 5.1 It is agreed and understood that matters appropriate for consultation and/or negotiations between the District and the Union are hours, wages, grievance procedures, and general working conditions of employees in the bargaining unit subject to this Agreement.
- 5.2 If the District contemplates reductions (layoff or reduced hours), it shall inform the Union as to the necessity for, and the methods by which, such reductions shall be made before any such reductions are implemented.
- 5.3 It is further agreed and understood that the matters stipulated in Section 5.1. refer to present conditions, changes thereto, or new proposals.
- 5.4 It is further recognized that this Agreement does not alter the responsibility of either party to meet with the other party regarding matters concerning working conditions not covered by this Agreement.
- 5.5 The Union will, as appropriate, be advised of significant changes to current and/or predicted workloads.
- 5.6 Forms which are used by the District for recording and conducting employee evaluations shall be furnished to the Union.

ARTICLE VI
UNION REPRESENTATION

- 6.1 The Local Union Stewards and a committee of three (3) members may meet with the Superintendent and/or the Superintendent's representative at a mutually agreeable time to discuss appropriate matters.
- 6.2 The Union representatives shall represent the Union and employees in meeting with officials of the District. They may receive and investigate grievances and thereafter advise employees of rights and responsibilities outlined in this Agreement and/or applicable agency regulations.

A reasonable amount of District time may be expended in these endeavors. The Union may not, however, continue to advise the employee on courses of action after the employee has indicated a desire not to pursue a grievance. The Union may consult with the District on complaints without a grievance being made by an individual employee.

- 6.3 Union representatives, when leaving their work, shall first obtain permission from their immediate supervisor. The supervisor's permission in these instances will normally be granted. The employees will report their return to work to their supervisors.
- 6.4 Time during working hours will be allowed Union representatives for attendance at meetings pursuant to Section 6.1 with the District. Time will be allowed for Union representatives to discuss with the employee grievances and appropriate matters directly related to work situations in their area or craft. Union representatives will minimize the use of work time in the handling of such matters and will endeavor to not interfere with employees carrying out their regular work assignments.

ARTICLE VII
HOURS OF WORK, OVERTIME, AND WORK RULES

- 7.1 Each employee shall be assigned to a definite shift with designated time of beginning and ending. The first shift is defined as any work shift beginning between 5 a.m. and 11:59 a.m. The second shift is defined as any work shift beginning between 12 noon and 5:59 p.m. The third shift is defined as any work shift beginning between 6 p.m. and 5 a.m. of the following day.
- 7.2 All work shifts, except as hereinafter otherwise provided, shall consist of eight and one-half (8 ½) hours, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable. The thirty (30) minute uninterrupted lunch period may be waived, upon mutual agreement between the employee and the District.
- 7.3 In the event an employee is assigned to a shift of more than two (2) hours but less than the normal work shift previously defined in this Article, the employee shall be given a fifteen (15) - minute rest period as near the middle of each four (4) continuous hours as is practicable. Employees assigned to shifts of more than five (5) hours shall be given a thirty (30) minute uninterrupted and uncompensated lunch period.
- 7.4 The normal workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, except in the case of driver personnel, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest.
- 7.5 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without reasonable notice to the employee, except in emergencies. Drivers with out of district routes may have their shift start/end time modified due to school breaks. The driver does not have a right to refuse the temporary change in start/end times.
- 7.6 Employees required by authorization of the supervisor to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period, the employee shall be compensated for the foregone lunch period at overtime rates.
- 7.7 In the event of an unusual school closure or delay, the District will notify employees through normal emergency closure procedures, including posting the notice to media outlets and the designated agency websites. Should a late start or closure notice be posted after 5:00am and an employee reports to work, the employee will be paid a minimum of two (2) hours of work. When there is a school delay due to inclement weather, drivers may report to work at a delayed time, but with sufficient time to complete their routes.

7.8 Employees requested to work a shift regularly filled by a higher classification employee shall receive compensation equal to that normally received by the employee in the higher classification. Whenever an employee is requested to perform duties in two (2) or more job classifications, such employee shall be compensated at the higher job classification's rate of pay.

7.9 The District and the Union recognize the obligation of an educational institution to provide training and learning situations for all students. Although students may be assigned to learn to perform and, in fact, be required to perform duties similar to those required of employees covered by this Agreement, students will not be used by the District to replace current employees or to reduce hours assigned to current members of this bargaining unit.

7.10 Electronic Timesheet submission

If, during the term of this collective bargaining agreement, the District obtains the capability to move towards an electronic timesheet submission for extra hours and utilization of leave, the parties agree to meet and bargain the impacts of implementing this electronic timesheet submission system.

7.11 Optional Summer Shift Change for Full-Time Employees

It has been mutually agreed upon that the conditions for this shift change will be as follows:

7.11.1 This will be optional for all employees. An employee may go to four/ten-hour (4/10) days or choose to stay at five/eight-hour (5/8) days. Once the choice has been made, there is no change until the mutually agreed end date.

7.11.2 The four/ten-hour (4/10) shift will have a 15-minute break after 2 ½ hours and a 30-minute lunch break after 5 hours, with another break 2 ½ hours after lunch.

7.11.3 Any person on the four/ten-hour (4/10) shift will receive overtime after 10 hours, or 40 hours in one week, Overtime will be assigned as per Section 7.11 below, and as any other provisions contained in the AFT Renton Local 6367 Contract. All sick leave and vacation will be at 10 hours per day, unless less was used.

7.11.4 All full-time employees interested in four/ten-hour (4/10) days will inform their supervisor by July 6 of each year. Once all have so stated, selecting either the Friday off or the Monday off will be determined by seniority, and each supervisor has the right to ensure that satisfactory coverage for those days is met.

7.12 Overtime

7.12.1 Every effort will be made to give as much advance notice as possible of

overtime requirements.

7.12.2 All employees except bus drivers shall be compensated for overtime in accordance with this section.

7.12.2.1 All hours worked in excess of eight (8) hours per day shall be compensated at one and one-half (1 ½) times the employee's base hourly rate; except, garage personnel working seven and one half (7 ½) hours will receive one and one-half (1 ½) times their base hourly rate for any hours in excess of their seven and one-half (7 ½) hour shift.

7.12.2.2 Hours worked in excess of forty (40) hours per week up to forty-eight (48) hours, shall be compensated at one and one-half (1 ½) times the employee's base hourly rate.

7.12.2.3 All hours in excess of forty-eight (48) hours per week shall be compensated at twice the employee's hourly rate.

7.12.2.4 All hours worked on Saturday shall be compensated at no less than one and one-half (1 ½) times the employee's base hourly rate.

7.12.2.5 All hours worked on Sunday shall be compensated at no less than two (2) times the employee's base hourly rate.

7.12.2.6 Employees called back on a regular workday, or called on the sixth (6th) or seventh (7th) consecutive workday, shall receive no less than two (2) hours pay at the appropriate rate.

7.12.2.7 Employees shall have the option to reject offers to work overtime, without prejudice, except in emergency situations as defined by his/her immediate supervisor.

7.12.2.8 All employees who are required to participate in in-service training will be paid at their regular rates as noted in Schedule A of this Agreement.

7.13 Separate Agreements

The District agrees not to enter into any written agreement or contract with employees covered by this bargaining agreement, individually or collectively, which is inconsistent with the terms of this Agreement.

**ARTICLE VIII
MAINTENANCE SPECIAL PROVISIONS**

- 8.1 The number of and duration of lead position assignments shall be determined by the District. Selection shall be made via an interview committee made up of an equal number of members appointed by the District and the Union, with the selection forwarded to Human Resources for action by the Board.
- 8.2 Rain Gear: The District will have a minimum of six (6) sets of rain gear available for use by employees covered by this Agreement when their duties necessitate such.
- 8.3 Lead Stipend: The Lead Stipend rate shall be as shown in Appendix A.
- 8.4 Except under extenuating circumstances supervisors shall not perform work ordinarily performed by employees subject to this Agreement.
- 8.5 Maintenance personnel may be assigned on a temporary or emergency basis, not to exceed five (5) consecutive work days, to assist in trades other than their own.
- 8.6 Maintenance Qualifications: In order to qualify for a maintenance position, an applicant must meet the following criteria:
 - A. Hold a valid union journeyman card; or
 - B. Hold a valid Washington State Journeyman Certificate; or
 - C. Have four (4) years of experience in the particular trade and meet the requirements of the job description as determined by the Maintenance Supervisor.
- 8.7 Summer Shift: If the maintenance employees and the District agree to do so, there may be a four-day workweek, ten (10) hours per day, OR employees may be scheduled to work a 6 a.m. to 2:30 p.m. shift five days per week, during the summer break when school is not in session.
- 8.8 The District shall make available to new maintenance employees such tools as are required to perform their assigned duties and will replace the tools to present employees that can demonstrably be shown to have been lost, stolen, or broken.
- 8.9 Painting: All major paint jobs shall be done by employees in the job title of painter.

**ARTICLE IX
TRANSPORTATION SPECIAL PROVISIONS**

9.1 Recognizing that personnel in the Transportation unit present special shift problems, the parties agree that shifts shall be established in that unit in relation to routes and driving times requisite to fulfilling tasks assigned by the Transportation Supervisor.

9.2 The driving time for each entire route or combination of runs is determined by the Supervisor of Transportation and is figured to the nearest quarter (1/4) hour.

9.3 Minimum Day

The minimum day for drivers working both morning and afternoon will be four (4) hours, and for those working either morning or afternoon it will be two (2) hours at their regular rate.

9.4 Pay Provisions

9.4.1 Duty Call

Drivers and substitutes shall receive a minimum of two (2) hours pay for each duty call. A duty call is defined as any work other than the normal work shift and workday. No prior notification of cancellation of an extra trip before the driver has arrived shall necessitate pay for a two (2) hour duty call. No driver shall have his or her shift split more than once daily. The shift is defined as the driver's regular workday (contracted hours), which can consist of the morning, mid-day and afternoon routes, excluding extra trips.

9.4.2 Waiting Time on Extra Trips

Drivers shall be paid regular driving pay for the waiting time on extra trips; provided, however, that drivers shall be subject to the provisions relative to overtime hereinafter provided.

9.4.3 Drivers having extra trips or extra time will be paid in accordance with the time for the route if such trips are contiguous (occurring within 30 minutes) with either their morning or afternoon trips; otherwise, drivers shall be paid for a minimum of two (2) hours at their regular rate. In the event the scheduled route time is extended on any given route due to traffic congestion, accidents, or other unforeseen reason, the driver must call and notify dispatch of the extended work time and document the actual time worked beyond the shift on their time sheet on the day the extended time occurred.

9.4.4 Preparatory Time

In addition to the established driving time for his/her regular runs, the driver will be paid at his/her regular pay rate for an additional sixty (60) minutes per day for duty as follows, provided the driver shows up fifteen (15) minutes prior to departure, or has any waiting time as per Section 9.4.4.2.

9.4.4.1 Reporting fifteen (15) minutes prior to approved departure time in the morning to assist with warm-up of engine, bus cleaning and pre-trip check; ten (10) minutes before afternoon run departure time for engine warm-up, pre-trip check and bus cleaning. If a driver cannot arrive at the garage ahead of departure time as specified above to handle the pre-trip duties, this work may be assigned to others with a corresponding adjustment in the daily time allowance for such duties. No driver, however, shall be relieved of the responsibility of making the pre-trip check of his/her bus.

9.4.4.2 For any additional time or waiting time necessitated in making the regular runs when the time of beginning or dismissal of school is changed temporarily due to weather conditions or other reasons. This section shall be reviewed by the parties hereto from time to time as appropriate.

9.4.4.3 In the event of an unusual school closure or delay, the District will notify employees through normal emergency closure procedures, including posting the notice to media outlets and the designated agency websites. Should a late start or closure notice be posted after 5:00am and an employee reports to work, the employee will be paid a minimum of two (2) hours of work. When there is a school delay due to inclement weather, drivers may report to work at a delayed time, but with sufficient time to complete their routes.

9.4.4.4 For making route and load reports, discipline reports, accident reports and conferences. Drivers who must spend a great amount of time on a particular accident, or who must attend court to testify concerning accidents involving them while on duty, will be paid in such a way as to compensate them in accordance with the circumstances involved.

9.4.4.5 The pay rate for extra work such as chaining, gassing, or bus washing shall be compensated at the employee's base hourly rate.

9.4.4.6 Except as hereinabove provided, drivers shall be compensated at the appropriate rate for all hours worked.

9.4.5 The District may require less than 260-day employees to attend up to three (3)

staff meetings of no more than one (1) hour in length. Such meetings will be announced at least one week prior to the meeting date and employees will be paid their hourly wage for attendance at the meeting, should it take place outside of their contracted hours.

9.4.6 Drivers shall receive their regular rate of pay for time spent in regular staff meetings called by the Superintendent or Transportation Supervisor. Drivers shall receive a minimum of one hour's pay for each such meeting. Drivers required to attend first aid training shall receive their regular rate of pay, or at overtime where appropriate. Drivers serving on either the Safety or Drivers' Committees called by the Superintendent or Transportation Supervisor will be compensated at their regular hourly rate.

9.4.7 Before School Preparation

Drivers shall receive their regular rate of pay for up to eight (8) hours of training during the time between bid selection and before the start of school.

In addition, drivers shall receive eight (8) hours (use it or lose it) additional pay for route preparation which includes but not limited to route book updating, special equipment needs and route familiarization, and bus cleaning during a time following bid selection and before the start of school.

9.5 Overtime

Drivers shall be compensated for overtime in accordance with this section.

9.5.1 All hours worked in excess of forty (40) hours per week shall be compensated at one and one-half (1½) times the employee's base hourly rate.

9.5.2 All hours worked on Saturday shall be compensated at one and one-half (1½) times the employee's base hourly rate.

9.5.3 All hours worked on Sunday shall be compensated at two (2) times the employee's base hourly rate.

9.6 Regular Runs

The District shall, on or before June 1 of each year, notify each bus driver, in writing by individual letters, as to the date, time, and place for bidding for regular assignments that school year. If such notice is mailed, it shall be sent to the employee's most current address on file. Regular runs shall be selected by drivers, or drivers' designees, in accordance with seniority prior to the beginning of each school year.

A Union representative shall be afforded an opportunity to be present in the room

during the bidding. Such regular runs shall end on the last day of school each year, except for out-of-District runs, activity runs, and other special runs which operate on a different calendar. Regular runs shall be established to provide the most hours in the shortest workday as is feasible. Regular runs will be initially selected based on estimated inclusive times. No changes shall be made during the first ten (10) work days of each school year, except as required in order to cover unexpected variations. Thereafter, changes shall be made in accordance with seniority whenever a change of driving time of thirty (30) minutes or more per day occurs. In the event an adjustment is in order, the employee affected shall be so notified immediately. Such required changes shall take effect within five (5) work days. It is agreed that regular runs which occur during the summer shall be posted for bid during the last two (2) weeks of school, provided they are known at that time. All new or open runs which become known subsequent to the regular run bidding, including summer bus runs, shall be posted no less than five (5) work days. All new or open runs shall be posted within five (5) days of their creation or vacancy. Interested drivers shall sign up for the run, and the run shall be awarded to the senior eligible driver of those who signed up.

9.6.1 Regular runs shall consist of a.m. and p.m. runs. Kindergarten and activity routes known prior to bidding may be included in regular runs.

9.6.2 AM and PM runs that are on the table at bid-day are to be considered the "Package." Mid-day runs, such as kindergarten routes known prior to bidding, may be bid by employees in the order their seniority permits.

Should the package that is AM and PM only come open during the year, it will be made available to the most senior driver requesting it. If the most senior driver has a mid-day, and assuming it can be accommodated, it may be attached to the Package. Mid-days and/or supplementals must be removed from the Package when it becomes open. Mid-days and/or supplementals must be offered separately by seniority and attached accordingly if the driver's current package can accommodate it.

If no regular driver bids on a temporary-regular run, mid-day/supplemental will be separated from it and it will be offered to the most senior driver who is able to accommodate it. The rest of the run will be available to substitutes. When the regular driver returns, the entire package (AM/PM, mid-day/supplemental) will be returned in full to the regular driver. Relief Driver Positions

The Transportation Department will determine the number of Relief Driver positions in each year.

9.6.2.1 The Relief Driver position(s) will be a benefited position(s) and granted at least five (5) hours per day, Monday through Friday, at the regular driver's rate of pay. All benefits will be awarded at the percentage level approved for five (5) hours per day or twenty-five (25) hours per week.

9.6.2.2 Dispatch will assign routes as needed to fill in the five (5) hours

on a daily basis.

- 9.6.2.3 The Relief Driver position(s) will be bid upon by the available substitute pool at the end of the bidding process of the regular routes each year, using the substitute seniority. No driver already established as a Regular Driver may bid on a Relief Driver position(s).
- 9.6.2.4 The Relief Driver position(s) will have a start time for AM and PM hours that will be determined by management and/or route assigned by Dispatch. There are no rights to refusal on assignments by the Relief Driver(s).
- 9.6.2.5 All other hours assigned to the Relief Driver position(s) by Dispatch, including Pre/Post time, cleaning and fueling, will be considered "Extra Hours" as per the CBA, not benefited, time sheets to be filled out appropriately by the Relief Driver, and any overtime that may occur due to the assigned "Extra Hours" will follow the process as per the CBA. That is by seniority, regular drivers first, relief drivers, temporary-regular drivers, then substitutes.
- 9.6.2.6 Seniority rights are granted from the date the route is awarded and the position(s) may take part in Saturday, Sunday, and Holiday trips as per the CBA. Since the daily hours over the five (5) guaranteed are an unknown entity due to daily assignments by Dispatch, Relief Drivers can sign up on the "Trip Board" and/or the "Mid-Day Board" only as a communication to Dispatch that they are available that day, however, being that the Relief position will be placed only up to eight (8) hours per day and all effort will be made not to be placed on any given day into overtime, the signage does not guarantee assignments by Dispatch. Other regular drivers and/or substitutes must be utilized prior to overtime being assigned, and then all overtime is assigned by seniority as per the CBA. (see Section 9.6.3.4)
- 9.6.2.7 No mid-day will be attached to the Relief Driver position.
- 9.6.2.8 All Relief Drivers will be responsible for monitoring their daily work hours, and keep Dispatch informed for proper hourly assignments and may utilize the resources in the Transportation Office if there are questions about their hours.
- 9.6.2.9 In the following years, if there are not sufficient routes to bring the employee having filled a Relief Driver position into a regular

position, the one with the most seniority will be able to bid a Relief Driver position first, otherwise it is expected that Relief Drivers will go on the annual bidding list for regular routes.

9.6.3 Non-CDL Drivers

For new hire bus drivers, Commercial Driver's License ("CDL") will not be a minimum requirement of the position until 60 work days from the employee's start date with the District. "Work days" refers to work days on the employee's work year calendar. If the new hire has not obtained their CDL by the end of this 60-day period, they will be released from their position. The 60-day period may be extended upon mutual agreement between the parties in advance of the 60th day. The ninety-day (90) probationary period for all new hires referenced in Section 14.2 remains in place.

Non-CDL bus drivers will be guaranteed at least twenty (20) hours of work per week. Non-CDL bus drivers will be paid at the substitute bus driver rate as detailed in Appendix A. Once they receive their CDL, they will be moved to Step 1 of the bus driver salary schedule.

The District may create non-CDL routes for the non-CDL bus drivers to have priority to work. However, the hours for these routes will be pulled from routes established currently for third party transporters and will not be pulled from current school bus routes.

The parties agree to annually review the 60 work day period as detailed above. If modifications to this period are mutually agreed upon, the parties will capture that agreement in a Memorandum of Understanding (MOU).

9.6.4 Temporary Regular Route

In the event a regular driver is approved for a leave of absence for a period extending thirty (30) working days or more, the driver's route shall be posted per the provisions of Section 9.6.2 as a temporary-regular route.

A driver in a temporary-regular status shall accrue seniority per Section 14.1, and be eligible for benefits per provisions of Article VII and XVI. Seniority accrued during the assignment will be frozen at the end of the temporary assignment.

The assignment shall end upon the regular driver returning, or the end of the school year, whichever event occurs first. The temporary-regular driver shall return to substitute status. Seniority accrued shall apply to route bidding.

9.6.5 Supplemental Runs

Supplemental runs shall consist of Head Start, ECEAP, Work Program, Shuttle, and any multiple scheduled bus run that is neither a regular run nor an extra trip. Examples include, but are not limited to: gasoline, oiler and telephone call-in positions. Kindergarten and activity routes that are not known prior to regular run bidding dates shall be considered as supplemental runs. Supplemental runs shall be paid at the employee's regular rate of pay and shall be considered part of the employee's regularly scheduled hours for purposes of calculating insurance and other benefits. These runs shall be awarded within ten (10) working days to the senior eligible driver desiring such run, as they become available. Except in an emergency, acceptance of extra trip assignments or supplemental runs shall be strictly voluntary; no driver shall be required to accept an extra trip or a supplemental run, unless the District would be required to create a new route. In such a case, the run will be assigned to the least senior driver who can accommodate it.

9.7 Extra Trips

All trips other than regular runs or supplemental runs shall be awarded to drivers according to the following procedures:

- 9.7.1 All extra trips shall be assigned in compliance with the following section of this Agreement; provided, however, that no driver shall be eligible to work more than forty (40) hours in any workweek, exclusive of hours worked on Saturday or Sunday, when another eligible driver is available and would not be put into overtime.
- 9.7.2 Assignment of extra trips shall be made on the basis of a "Trip Board." The most senior driver who signs up for the extra trip shall be awarded the trip. No driver may give up any extra trip or supplemental run or regular run previously awarded in order to take an extra trip, if Section 9.7.1 above would be violated.
There shall be no pre-empting of regular runs by drivers who wish to take extra trips.
- 9.7.3 Trips are to be dated as they are received by the Transportation Office. All extra trips shall be awarded to the most senior appropriate driver signing the "Trip Board." If the extra trip is posted before a driver's regular run clock-out time, the driver has until the driver's next regular run clock-in time to reply. If there is no reply, the dispatcher shall assign the extra trip to the next senior driver on the sign-up sheet.
- 9.7.4 Drivers shall not be eligible for extra trips during periods of absence due to illness. Drivers absent for personal illness on the last working day before a Saturday, Sunday, or holiday trip shall not be eligible to drive such trip and will lose his/her turn on the list until the process begins anew. Drivers absent for other reasons will be able to drive such trips provided they contact the Transportation Office by 3:30 p.m. on the last working day prior to the scheduled trip to verify their availability and confirm the

start time of the trip.

9.7.5 The dispatch book shall be made available for driver viewing by the Transportation Office.

9.7.6 Trip Board

A trip board shall exist for extra trips, supplemental runs which cannot be undertaken by the assigned driver due to absence; and for Saturday, Sunday, or holiday trips.

9.7.6.1 Extra trips will be posted five (5) work days before the day of the trip. Posting shall include the following information: date of trip, time of departure and return, origin and destination, and type of activity. All changes to the posted trips, or new trips that are received after the initial posting, will be noted in red. The senior driver who signs up for the trip, and who can accommodate the trip without conflict with his/her regular route and without resorting to overtime, will be assigned to the trip. A substitute may be assigned if no regular driver requests or is eligible for the trip. Trips will normally be assigned two (2) work days prior to the trip date. Assignments for trips that are received or changed on short notice will be made as soon as practicable before trip departure. If a trip cannot be assigned without resorting to overtime, a list of drivers who are willing to take extra trips will be consulted, and the senior available driver will be offered the trip, except that in cases of emergency or extremely short notice, the senior driver who is immediately available will be offered the trip.

9.7.6.2 Absentee Assignment

Supplemental and/or Mid-day and activity runs which cannot be undertaken by the assigned driver due to absence will be posted as soon as the absence is known. These runs will be assigned to the senior driver who signs up for the run, and can accommodate the run without conflict and without resorting to overtime, or to a substitute if no regular drivers sign up or are eligible.

These runs will normally be assigned by 8:00 a.m. on the day of the run, unless the run is received on short notice. In such cases, the assignment will be made as soon as practicable before departure time.

9.7.6.3 Saturday, Sunday, and Holiday Trips

Saturday, Sunday, and Holiday extra trips shall be awarded on a rotating seniority basis, with driver selections based upon a current list of interested drivers. There shall be a Saturday,

Sunday, and Holiday list of interested drivers. If an extra trip that a driver has selected is subsequently canceled, the affected driver's name shall be placed at the top of the seniority list for the following Saturday, Sunday, or Holiday list. It is understood that the rotation process begins anew each school year. Declining to take a Saturday, Sunday, or Holiday extra trip that was posted after 2 p.m. on Friday will not subject that driver to loss of position on the Saturday/Sunday/Holiday seniority rotation.

9.7.7 When a weekend extra trip is assigned to a driver, and that driver relinquishes the trip after 6:00pm on the Wednesday prior to the extra trip, this creates a hardship for other drivers on the list for extra trips to make adjustments to their personal weekend plans to accommodate the extra trip or lose their place on the seniority rotation. As such, if a driver takes a job that was relinquished after it was assigned or after 6:00pm on the Wednesday prior to the weekend trip, and the next driver on the list is unable to take the trip due to a prior commitment, that driver will not lose their place on the rotation list.

9.8 Miscellaneous Transportation Provisions

9.8.1 Substitute Seniority

Substitutes shall be eligible for positions based on seniority. Seniority will be determined by the date the driver received their temporary authorization from OOSPI. In case of a tie, the date the driver submitted their application for bus driver will be used.

If an employee resigns a regular position with the District and enters the substitute pool, the first day of work as a substitute will reestablish the date of hire for seniority purposes.

9.8.2 Probation

Grievance beyond Step One, discipline and discharge procedures as contained herein are not applicable to new employees during their probationary period. New employees shall be entitled to all other provisions of this Agreement.

9.8.3 Scheduled Changes to School Start and End Times

Drivers shall not be penalized for lost route time due to scheduled starts or early dismissals, excluding the calendared delayed start Fridays, such as fall conference week and high school state testing.

During fall conference week drivers will not receive additional compensation if their regular routes require more time to complete; and

drivers will be allowed to leave early and not be penalized if they have completed all their post-trip responsibilities before the end of their assigned work day, including updates to route books and other required responsibilities.

During high school state testing, drivers will have the option of reporting to work at the scheduled time for the a.m. run, or at their regularly scheduled start time for the first run of the day and will be compensated accordingly.

Scheduling and compensation for additional work, i.e. trips, etc., shall be handled according to Section 9.7.

Delayed start Fridays should be included in regular bid routes and not subject to this section.

9.8.4 Student Problems

The District and the drivers shall employ a uniform disciplinary system to deal with student rider problems. Enforcement of this provision shall be the responsibility of the Superintendent or designee.

9.8.5 Vehicle Safety

As per RCW 46.37.010, it is the driver's decision as to whether or not his/her vehicle is in unsafe condition.

9.8.6 Bus Service Records

Upon request, a driver will be permitted to review the service record of his/her bus.

9.8.7 Upon request, the District shall provide each wheelchair bus with a raincoat with a hood.

9.8.8 Driver Trainer Premium Pay

Bargaining unit members who are Certified OSPI Driver Trainers and who have performed duties as directed by the Transportation supervisor will receive an hourly pay premium for time worked in that capacity. The premium rate shall be shown on Appendix A and is subject to all provisions of this Agreement. The assignment of these duties will be exempt of Article XIV, Section 14.7. Duties performed as a Driver Trainer will be on a voluntary basis. Driver Trainer hours will be assigned to the driver's base assignment (e.g. contract) at the beginning of each school year. If the driver works more than these hours on a given week, the driver will submit extra hours timesheets to receive compensation for these additional hours. If the training needs change and the driver trainer will work less hours as a trainer than assigned at the beginning of the school year, then the driver's base assignment will be adjusted accordingly.

9.9 Training Hours

The District will provide a total of sixteen (16) hours of mandatory training opportunities per work year for Transportation employees. Eight (8) of these hours will be scheduled on a day prior to the start of the school year. The remaining eight (8) hours will be scheduled in two four (4) hour increments. The District will notify employees of scheduled training hours or asynchronous training opportunities at least ninety (90) days in advance of the training being available. Times are to be listed for each training at the time the training opportunities are communicated to employees. Some training hours may also be offered asynchronously.

Training hours will be incorporated into all applicable benefit accruals.

9.10 Camera Surveillance

9.10.1 The primary function of the school bus camera surveillance system is focused on student safety and conduct. This includes both audio and video capabilities. It is not to be used to unnecessarily intrude in any individual employee's privacy.

9.10.2 The surveillance system will be programmed to operate no longer than fifteen (15) minutes after the engine is shutdown.

9.10.3 The District shall use a Camera Incident Form. This form is to document all complaints and/or reasons for viewing the surveillance information. The Union leadership shall be notified of any request to pull and/or view any recording for whatever reason. The District shall keep all forms used on file. Drivers may request to view their camera surveillance record utilizing this form for purposes of student safety and conduct. A driver may, upon request, review any Camera Incident Forms that have their name and/or routes indicated on the form. This form shall be updated as necessary to meet the needs of the Transportation Department. The District and the Union shall mutually agree to the content of the Camera Incident Form.

9.10.4 A log shall be maintained of all video viewings. The log will at least include bus number, date/time of the recording, date of viewing, who requested viewing, who viewed it, purpose for viewing, and Union notification, to include date, time and who was notified. Such log will be reviewed monthly at labor management meetings.

9.10.5 Any driver discipline related to the camera surveillance system shall be based upon the recordings and is subject to the provision of Article XV of this Agreement. The District shall review the camera surveillance recordings prior to any discipline occurring under this section of the Agreement.

9.10.6 In cases of a complaint from a school administrator, teacher, or parent, the proper District representatives cannot view a recording until the

driver involved and Union leadership have been notified, given the reason for the viewing, and a mutually agreed to time for viewing has been set. The employee may have union representation present at the time of the viewing. Otherwise, the union will be informed that a recording is being reviewed and the reasons why. No other person(s) shall be allowed to view the recording unless agreed to by the parties. This section does not prohibit review of the recording by law enforcement, upon lawful request.

- 9.10.7 The District and the Union agree that emergent circumstances may necessitate viewing of a recording by District officials prior to notice to the Union and/or driver. Every effort shall be made to accommodate any viewing under the previous paragraph. If a review of a recording is conducted without prior notice, the District shall notify the Union and/or the driver on the next business day.
- 9.10.8 Any review of a recording in response to a complaint shall require the District to preserve the recording and provide the driver and the Union the opportunity to review the recording and complaint prior to any action taken by the District. The driver and Union leadership will be notified of the conclusion of the investigation. Any further action shall in accordance with the terms of this Agreement.
- 9.10.9 Camera surveillance recordings used for driver discipline shall not be used for training purposes. Recordings that may be used for driver training shall only be used after receiving consent from the driver(s) operating the bus on which such recording was made.
- 9.10.10 For purposes of maintenance on the Camera Surveillance System, no prior consent is necessary and no discipline will arise.

9.11 Global Positioning System (GPS)

The parties to this Agreement recognize the need of the District to electronically locate vehicles if there is sufficient cause to do so. Both parties recognize that there are a limited number of reasons that would constitute cause to monitor the location of District vehicles. This Section 9.11 applies to District vehicles in the Transportation, Nutrition Services/Warehouse, and Maintenance departments.

The Union and the District agree to the following as it pertains to GPS:

- 9.11.1 That there will be no specific monitoring of bargaining unit member's movement on or off campus. The need to locate a vehicle for an emergent need or for dispatching are the only reasons that any vehicle location will be sought.
- 9.11.2 Any GPS device will not be used to discipline a member of the bargaining unit with the exception being criminal activity or written complaints (including complaints received verbally and then put into writing) from

outside the GPS system, documented and available for review prior to any discipline.

9.11.3 Any GPS devices will be expressly limited to vehicles. The devices will not be used to monitor individual employees' movement.

9.11.3.1 The GPS data will be viewed only by authorized supervisors, dispatchers, and security officers. Routers will only view this data for the purpose of adjusting routes.

9.11.4 There will be notices provided to the bargaining unit members about the ability of the District to monitor District vehicles.

9.11.5 The District agrees to provide the Samsara (or whichever provider is used) logs to the Union upon request. If/when the provider can determine the length of monitoring and which vehicle is monitored, the District will share that information with the Union upon request.

9.11.6 The Union will be notified prior to any changes to or installation of any GPS devices.

9.11.7 Any allegations of GPS misuse by supervisors, dispatchers, routers and/or security officers, will be promptly reported to department management and/or Human Resources. Employees found to have misused GPS will be subject to corrective action, pursuant to applicable District policies and/or collective bargaining agreements.

9.12 Student Safety

In an effort to eliminate students being left on buses due to drivers failing to walk their bus and/or complete pre/post inspections; the parties agree to the following progressive discipline steps:

A. Any driver who is determined to have failed to complete a pre or post-trip inspections will receive an automatic one day unpaid suspension.

B. Camera usage will not be allowed for the purpose of determining whether a pre or post-trip has been completed.

C. Any driver who is determined to have left a student on a bus will receive a minimum ten (10) day unpaid suspension for the first occurrence.

D. Any driver who is determined to have left a student on a bus a second time will be terminated.

9.13 Garage Personnel

9.13.1 The number of and duration of lead position assignments shall be

determined by the District. Selection shall be made via an interview committee made up of an equal number of members appointed by the District and the Union, with the selection forwarded to Human Resources for action by the Board.

- 9.13.2 Rain Gear: The District will have a minimum of six (6) sets of rain gear available for use by employees covered by this Agreement when their duties necessitate such.
- 9.13.3 The District shall furnish seven (7) pairs of coveralls to each garage employee. Coveralls will be cleaned by the District and will be replaced as needed.
- 9.13.4 Lead Stipend: The lead stipend rate shall be as shown in Appendix A.
- 9.13.5 No Mechanical Technician shall be required to drive bus runs except in case of emergency. No Mechanical Technician shall be coerced, threatened, or intimidated into volunteering to drive a bus run.
- 9.13.6 Normal Work Hours: Normal work hours for current garage personnel will be from 5 a.m. to 1:30 p.m. daily, 7 a.m. to 3:30 p.m. daily, or from 9 a.m. to 5:30 p.m. daily, inclusive of a one-half (.5) hour for lunch. Current swing shift garage personnel will work a seven and a half (7.5) hour shift including one-half (.5) hour paid lunch.
- 9.13.7 Summer Shifts: If the garage personnel and the District agree to do so, there may be a four-day workweek, ten (10) hours per day, OR employees may be scheduled to work a 5 a.m. to 1:30 p.m. shift and a second shift based on needs of the District five days per week, during the summer break when school is not in session. The shift time for employees working a four-day workweek will be 5 a.m. to 4:30 pm.
- 9.13.8 Tool Replacement: The District shall replace such tools for garage personnel that are required to perform their assigned duties that can demonstrably be shown to have been lost, stolen, or broken. provided such garage personnel have furnished the District with a tool inventory by June 1 of each year.

The District will provide garage personnel up to \$1500.00 annually for the purpose of purchasing new and modern technologies and to replace aging tools that do not fall under the Tool Replacement language above. The expenditures of the \$1500.00 will be tracked by the shop supervisor.

- 9.13.9 ASE Certification: An Automotive Service Excellence (ASE) certification stipend shall be paid for the bus Mechanical Technician positions in the amount of \$75.00 for each certificate earned in the six areas relevant to the bus Mechanical Technician positions and the preventative maintenance inspection test under Medium-Heavy Truck Certification; up

to six (6) certificates (\$75.00 for each one earned) and up to a maximum of \$450.00 per year, upon completion of the certification. Said stipends shall be paid each year for the five (5) year period annually (November and May pay periods) following completion of the certificate. The District shall also pay for the registration fee and the first testing fee, whether said testing is performed either online or at a designated site.

9.13.10 Inspection Incentive: The District agrees to provide incentive pay compensation to each Mechanical Technician when the final annual Washington State Patrol inspection results determine the following:

- 100% pass rate: \$800
- 95% pass rate: \$725
- 90% pass rate: \$625

The incentive payment will be made in a single payment in the pay period following the release of the inspection results.

The parties agree that after ratification of this Agreement, they will explore methods in accordance with CDL guides to objectively determine if a bus inspection fails exclusively due to a bus driver's failure to perform required pre/post trip tasks. If the parties are able to identify and agree upon those methods, then no Mechanical Technician will *not* receive an incentive bonus to the extent that an inspection failed exclusively due to a bus driver's failure to perform required pre/post trip tasks.

9.13.11 New Vehicles: When the District acquires new vehicles, factory training on those vehicles will be provided for the garage employees when the manufacturer or dealer provides it.

ARTICLE X
NUTRITION SERVICES SPECIAL PROVISIONS

- 10.1 All regular Nutrition Services employees will be employed on an hourly basis for time actually spent on their assignment. Pay for vacation will be made according to other provisions of this Agreement.
- 10.2 The normal work year for K-12 Nutrition Services employees is 180 days, except that the District may schedule some Nutrition Services employees to fewer than 180 days because of altered building schedules which cause fewer lunches, or no lunches, to be served. The minimum work shift for K-12 Kitchen Managers, Cooks and/or Bakers, Elementary Managers, and Alternative Program Managers, will be their contracted hours. On early release days Kitchen Managers, Cooks and/or Bakers, Elementary Managers and Alternative Program Managers may clock out prior to the end of their regular shift upon approval of their immediate supervisor. If Nutrition Services personnel clock out early on such days, they will be paid only for hours worked.
- 10.3 Secondary Kitchen Managers, Meadow Crest Early Learning Center Kitchen Manager, and Cooks/Bakers, will have an additional two days added to their work year calendars. Elementary Kitchen Managers and Alternative Program Managers will have an additional one day added to their work year calendars.
- 10.4 All Nutrition Services employees will be guaranteed the minimum number of hours assigned at the beginning of each school year for the duration of that school year, except in the case of a financial emergency which requires reduction in hours, or in the case of scheduled student early dismissal days. Nutrition Services hours allocated to a certain building may increase or decrease between school years due to participation changes, mealtimes, or program additions/reductions. In either case, hours added or reduced from an employee's base assignment from the prior school year will be implemented as follows:
- First, hours will be added or reduced to specific position(s) based on the work need.
 - If more than one employee in the same position title will be impacted in a given building, hours will be either increased or decreased first on a volunteer basis.
 - After volunteers are solicited, hours will be increased or decreased based on seniority. For example, if there are no volunteers for a decrease in hours per day, the reductions will be made in inverse seniority order. Additionally, if there are multiple volunteers for an increase in hours, those will be offered in seniority order.

Upon request, employees seeing a change in hours will be provided a more detailed rationale. Additionally, the parties agree that at least twice per school year, Nutrition Services management will share data in the Nutrition Services labor-management committee that indicate trends in participation, program changes, or other variables that may impact future

staffing.

Employees will be provided with an initial shift assignment, including hours per day, prior to the start of the school year.

Employees will be provided with an initial shift assignment, including hours per day, prior to the start of the school year. The District will provide the Union and the impacted employees at least five (5) work days advanced notice prior to the implementation of any increases or reductions in hours per work day prior to November 1 of each year.

By November 1 of each school year, employees will receive formal notification of their set base assignment (hours per day) for the school year.

- 10.4.1 If there is a need to change the start and end time of a Nutrition Services employee (excluding substitutes) after November 1st of any school year, then the District will give the employee at least ten (10) work days' notice, except in cases involving unexpected changes in circumstances that make it unworkable to give such notice, such as weather, illness, leaves, tardiness, discharge, resignation, special use of facilities, emergencies, etc.
- 10.4.2 Nutrition Services Floaters' hours per day will vary based on the work need but will have a minimum of 3.75 hours per day guaranteed. No Nutrition Services Floater may be assigned more than eight (8) hours per day.
- 10.5 Nutrition Services positions that have been combined will not be separated unless the position is vacant.
- 10.6 The District will provide all towels, laundry facilities and laundry supplies used by Nutrition Services employees.
- 10.7 Upon request, the District will inform the Union of lunch pricing policies and menu adjustments.
- 10.8 The District may, from time to time, authorize additional hours beyond the normal work shift. Any such hours will be paid at the employee's regular hourly rate, or at overtime when appropriate. When the District increases an employee's normal work shift by at least fifteen minutes (15) per day for at least thirty (30) out of forty (40) consecutive work days, the employee shall be so notified and the employee's contracted normal work shift and FTE shall be adjusted to reflect the increase. Such required change shall take effect within five (5) work days.
 - 10.8.1 Work needs for supplemental programming (e.g. Breakfast After the Bell, After School Snack Programs, Fresh Fruit and Vegetable Program, etc.) may be compensated as additional hours. Even if these additional hours go beyond the threshold described above, these may continue to be assigned as additional hours and not part of the employee's base

assignment because of the variable nature of the work needs and associated funding.

10.8.2 This clause does not apply to Nutrition Services Floaters or to employees temporarily covering for another employee on a leave of absence.

10.8.3 Nutrition Services employees who earn a School Nutritional Association (SNA) certificate will receive a stipend as follows:

- A. SNA Level 1 \$500.00
- B. SNA Level 2 \$900.00
- C. SNA Level 3, 4 \$1200.00

- A one-time stipend will be paid for each new level of SNA Certification initially achieved, including levels (1) through (4).
- Certificate verification documentation for the stipend level received by the NS Office by the 1st of the month will be processed on that month's pay warrant.
- Copies of both the Certificate Verification Letter and the SNA Certificate in School Nutrition are required before payment of the stipend.

Nutrition Services employees who maintain a School Nutritional Association (SNA) certificate and submit verification will be paid a stipend as follows:

- A. SNA Level 1, 2 \$500.00
- B. SNA Level 3, 4 \$600.00

- Employees who maintain their SNA certification for one year or more will be paid an annual stipend with renewal documentation.
- Employees are eligible for one annual maintenance stipend per work calendar year.
- Copies of both the Certification Verification Letter and the SNA Certificate in School Nutrition must be submitted to NS for the payment of the annual stipend.
- Upon receipt of renewal documentation, the stipend will be paid effective the month of achievement date listed on the certification letter. If documentation is not received prior to the expiration month, stipend will be paid the following calendar month.
- Certificate maintenance verification documentation received by the NS Office by the 1st of the month will be processed on that month's pay warrant.
- The NS Office shall maintain appropriate records of SNA documentation.

During the year in which an employee maintains a lower level certificate and earns an

additional certificate, the employee may earn both stipends.

Nutrition Services/Warehouse employees will meet minimum training requirements as required by the USDA. The District's annual August in-service will be the first counted hours for each year's requirements. Additional training(s) must be pre-approved through Nutrition Services and records will be maintained by Nutrition Services. Training hours may be submitted as completed. Upon submission and verification of training hours, employees will be paid their hourly wage, subject to overtime when required by this agreement, and in accordance with payroll processing dates. Employees will be paid for the number of hours required by USDA for their position and may carryover training hours to the extent provided by the USDA.

The District will provide a total of sixteen (16) hours of voluntary and mandatory training opportunities per work year for Nutrition Services employees. The portion of the sixteen (16) hours that are mandatory will vary by position, based on requirements dictated by USDA (see paragraph above). Current annual mandatory training requirements, that are subject to change, are:

- Kitchen Managers (all levels): 10 hours
- Staff working 20 hours or more per week: 6 hours
- Staff working less than 20 hours per week: 4 hours
- Mid-year hires (January 1st or later): one-half of training requirement for each job category

To the extent that the training hours are mandatory, they will be scheduled within the employee's workday or paid as extra hours upon mutual agreement between the employee and their supervisor. The District will schedule the training hours in increments based on scheduling needs, vendor availability, and other factors. Some training hours may also be offered asynchronously. The District will notify employees of scheduled mandatory training hours or asynchronous training opportunities at least one (1) month in advance of the training being available.

Training hours will be incorporated into all applicable benefit accruals.

10.9 Catering / Events – Extra Hours

There may be occasions for extra hours due to building functions or catering events requiring Nutrition Services employees. The District may authorize additional hours for purposes of working catering or other events scheduled outside the regular work shift. In these events, Nutrition Services employees assigned to that building have first offer of being called back to work these additional hours. In the event the normally assigned building employee(s) turn down the offer of the additional hours, such additional hours shall be offered to the Nutrition Services employees on the catering/event hours list. Notice shall be provided at the annual in-service of the

availability of catering/event hours and the procedure for signing up for those hours. The District shall establish and maintain a list of employees available for extra hours. Employees may choose to sign up for extra hours at the annual in-service or during the first week of school. The list shall also be open for sign up the last week of January of each year for new hires and other regular employees who wish to be available for additional hours. The employees signing up in January will be added to the end of the current list. The District shall provide catering training to those who sign up for catering/event hours.

Catering/event hours shall be available via seniority order on a rotating list basis. Each separate catering event shall necessitate selection from the list. The District shall assign catering/event hours from such seniority lists and any employee declining assignment shall be bypassed and offered hours when their name comes up again on the rotation list. If less than seventy-two (72) hours' notice is given, employees will not be penalized for not taking the assignment.

It is intended that the work and extra hours assigned under this section occurs outside the regular contracted hours; and to include employees returning to work to cover catering / events; it is not intended to cover catering food preparations occurring during the regular contracted work day. If the event can be combined before or after an employee's regular shift, such hours will be compensated at the employee's regular base hourly rate up to eight (8) hours.

Additional catering hours assigned by Nutrition Services occurring outside of the regular shift shall be compensated at one and one half (1.5) of the employee's base hourly rate.

10.10 Extra Hours

There may be occasion for extra hours due to building functions requiring Nutrition Services employees. In these events, Nutrition Service employees normally assigned to that building have first offer of being called back to work these additional hours. In the event the normally assigned building employee(s) turn down the offer of additional hours, such additional hours shall be offered to all Nutrition Services employees on a seniority basis. The District shall use a general seniority list of all Nutrition Services employees to fill the available hours. Extra work under this section shall be paid in accordance with Section 7.11.

10.11 Stadium Concessions Staffing

Extra cook helper assignments for the seasonal concessions work will be established and comprised of a minimum of 2 (two) hour shifts. (Such position postings will be made available to staff in the spring prior to the next concession season.)

Positions will be contracted on a continuing basis. It is agreed that these extra assignments are open first to current working concessions staff, awarded by seniority, whose contract work schedule can accommodate the estimated extra hours without reaching overtime in the work week. For stadium purposes, the

overtime threshold is waived to the regular stadium staff and/or their substitutes in times of absence. Any other extra help over the assigned staff allotment are subject to all provisions of the collective bargaining agreement.

The District may elect to involve students in the stadium work. Said work will be limited to operating espresso machines and bleacher cart concession sales containing limited products. The inclusion of students will in no way decrease the hours and/or days of the contracted employees. Monies generated by the students after food costs will be dispersed to designated programs.

Hours worked to staff special events, to include play-off games, will be considered a call back and paid at time and a half (Reference Section 10.11).

Upon request by the District, the parties agree to open this clause only for renegotiation, if the work needs have changed due to an increase in demand for concession offerings.

10.12 Nutrition Services Labor-Management Committee

There shall be an established Nutrition Services labor-management committee ("LMC") consisting of not more than three (3) bargaining unit members/union representatives and not more than three (3) representatives for the District. LMC will meet on an as-needed basis as mutually agreed upon by the parties, but not less than three (3) times during the school year, for the purposes of reviewing the administration of this Agreement and for attempting to resolve other issues that may arise. All LMC meetings shall be held at a mutually agreed upon date/time, with the priority always being to schedule the meetings during the workday. If necessary, the LMC meetings will take place outside of the work day.

**ARTICLE XI
SUBSTITUTES**

- 11.1 Substitutes, as defined in Article I, Section 1.4, shall be covered by this Agreement. This shall include only those substitutes employed by the District who have worked for thirty (30) days within the current school year or thirty (30) days in the immediately preceding school year and who continue to be available for work as substitutes. Substitute employees may not combine days from two different school years to accumulate the thirty (30) days required for representation and need not work a “new” thirty (30)-day period once representation is established for that year.
- 11.2 Substitute pay rates shall be established on the attached Appendix A.
- 11.3 All sections of this Agreement shall apply to substitutes except Articles VII, VIII, IX, X, XII, XIII, XIV, XV, XVI, XIX (beyond Step I).
- 11.4 Substitute employees who will continue to be employed in such capacity will receive a notification of continued employment in June indicating continued employment beginning in September for the next school year.
- 11.5 If a substitute has worked at least ninety (90) consecutive days in the position for which he/she subsequently is selected for regular, continuing employment, he/she will not be required to serve the ninety (90) day probationary period referred to in this Agreement.
- 11.6 Selection of candidates for regular positions shall be determined with consideration being given to length of work experience with the District, previous work experience, training, recommendations, and evaluations. Special consideration will be given to employees covered by this bargaining unit who are qualified for open positions and who complete timely application for open positions within the bargaining unit.
- 11.7 Substitutes may not be hired in lieu of or to avoid the hiring of regular fulltime employees.

**ARTICLE XII
HOLIDAYS AND VACATIONS**

12.1 Holidays

All employees shall receive holidays as follows:

12.1.1 All twelve (12) month employees shall receive the following paid holidays:

- A. Day before or after New Year's Day
- B. New Year's Day
- C. Legally designated day for Martin Luther King Jr.'s Birthday
- D. Legally designated day of President's Day
- E. Memorial Day
- F. Juneteenth
- G. Day before or after Independence Day
- H. Independence Day
- I. Labor Day
- J. Veterans' Day
- K. Thanksgiving Day
- L. Day after Thanksgiving Day
- M. Day before or after Christmas
- N. Christmas Day

12.1.2 All less than twelve (12) month employees shall receive the following paid holidays:

- A. Labor Day
- B. Veterans' Day
- C. Thanksgiving Day
- D. Day after Thanksgiving

E. Day before or after Christmas

F. Christmas Day

G. New Year's Day

H. Martin Luther King Day

I. President's Day

J. Memorial Day

K. Juneteenth

12.1.3 Holiday Pay

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs if they work scheduled shifts on both sides of the holiday and are not on authorized leave of absence nor in payroll deduct. Exceptions will be granted with medical certification.

Bereavement leave utilization the work day before and/or after a holiday will not exclude an employee from receiving holiday pay if they provide documentation justifying the bereavement leave. The documentation must include information indicating that the death is a relative of the employee as described in 13.3 and that the bereavement leave falls over the appropriate absence.

Additionally, for employees who accrue vacation, utilization of pre-approved vacation leave on the work day before and/or after a holiday will not result in a loss of holiday pay.

12.1.4 Worked Holidays

Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus two (2) times their base rate for all hours worked on such holidays. This includes less than 260 day employees who work on Independence Day.

12.1.5 Holidays During Vacation

Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one (1) extra day of vacation with pay in lieu of the holiday as such.

12.2 Vacation for 260-day employees

Each employee will receive paid vacation days based upon the employee's years of qualifying employment with a Washington state agency. Each eight (8) hour per day

employee is eligible for paid vacation up to the following maximums (prorated for less than eight hours per day employees):

Years of Service	Vacation Hours Earned per month
0-4.99	6.93
5.0-8.99	10.61
9.0-14.99	14.44
15.0+	17.11

- 12.2.1 Except as provided in the following section, vacation hours shall be credited monthly, as accrued. Employees may accrue a balance up to 280 hours of vacation; provided, however, no employee shall lose accrued vacation due to District employment needs. Any employee leaving the employ of the District, who has completed the probation period, will receive vacation on a prorated basis, not to exceed 240 hours, of the actual months of service. Upon death of an employee in active service, prorated vacation pay, not to exceed 240 hours, will be made to the estate of the deceased employee.
- 12.2.2 Any employee who is discharged or who terminates employment shall receive payment for accrued vacation credit with their final pay check; provided, they have given two (2) weeks' notice of intent to terminate. No employee, or his or her estate, shall be entitled to cash out more than 240 hours of accrued vacation in his or her final two years of employment.
- 12.2.3 For every regular workday from which an employee is absent on sick leave, bereavement leave, emergency leave, or due to a holiday, the hours of the employee's normal work shift shall be credited as if worked.
- 12.2.4 The District shall consult with affected individual employees before scheduling their vacations. Vacation requests will only be denied due to necessary staffing and work needs. Employees will submit vacation requests no later than one (1) week prior to the beginning of the vacation, except when the employee needs to use vacation leave for unexpected circumstances.

ARTICLE XIII LEAVES

The District complies with leave provisions under state and federal law and regulations, as amended. Contact Human Resources for determination of eligibility and leave applications.

13.1 Sick Leave

- a. All employees hired for twelve (12) months will receive twelve (12) days sick leave each year for absence due to personal illness, injury, and emergencies. Such sick leave shall be available to (a) care for a child of the employee with a health condition that requires treatment or supervision, or (b) a spouse, (domestic partner), parent, parent-in-law or grandparent of the employee who has a serious health condition or an emergency condition.
- b. All employees hired for one hundred eighty (180) days or more will receive twelve (12) days sick leave each year.
- c. All employees hired for less than one hundred eighty (180) days will receive to the nearest half day a prorated portion of twelve (12) days as the total number of days employed as compared to one hundred eighty (180) days.
- d. Days used for Emergency-Hardship leave will be deducted from the employee's accumulated sick leave days.
- e. Beginning with the 2025-2026 work years, each employee shall be credited in advance with the sick leave allowance for their first year of employment (or a prorated amount if they start after the start of the work year). After the completion of their first work year, each employee shall accrue sick leave on a monthly basis.
- f. Sick leave provided and not taken shall accumulate from year to year up to a maximum as prescribed by OOSPI rules, regulations, or guidelines. Employees having accumulated more than one hundred eighty (180) days shall be allowed to use those days as prescribed by OSPI rules, regulations, or guidelines.
- g. In January of the year following any year 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 day's monetary compensation of the employee for each four 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 days for every one day's monetary compensation. provided, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one day per

month.

- h. At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four full days' accrued leave for illness or injury.
- i. Should the legislature revoke any benefits granted under this section, no affected employee shall be entitled thereafter to receive such benefits as a matter of contractual right.
- j. A Human Resources approved leave of absence and medical certification is needed for sick leave absences lasting more than five (5) consecutive days.
- k. For each day's absence beyond accumulated sick leave days, a deduction of the full day's salary will be made.
- l. Employees who have accrued sick leave while employed by another Public school district in the State of Washington shall be given credit for such accrued sick leave upon employment by the District.

13.2 Leave Sharing

- a. Employees of the District may participate in the District Leave Sharing Program. Under the provisions of this program, the District shall receive and process requests noted herein.
- b. An employee who donates leave must be in a position in which sick and/or vacation leave can be used and accrued.
- c. Pursuant to WAC 392-136A-040, no employee may receive more than five hundred and twenty-two (522) days of shared leave in their duration of employment with the District. To be eligible to receive shared leave, an employee must have no more than forty (40) hours of sick leave, no more than forty (40) hours of vacation leave (for employees who accrue vacation), and no personal leave remaining at the beginning of their shared leave request.
- d. An employee wishing to transfer sick leave to another employee approved to receive shared leave must have twenty-two (22) sick leave days remaining after the transfer. An employee who accrues vacation leave and who has an accrued vacation leave balance of more than ten (10) days may instead, if he or she prefers, request a transfer of a specified amount of vacation leave to another employee. In no event may such an employee request a transfer that would result his or her vacation leave account going below ten (10) days.
- e. Employees volunteering to participate in this program will fill out a "Request to Transfer Sick/Vacation Leave" form and submit it to the

District Business Office. Days shall be converted to hours.

- f. An employee who receives leave must be in a position in which sick and/or vacation leave can be used and accrued. An employee shall be entitled to receive leave under this section if the employee suffers from, or has a relative or household member suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to go on leave without pay status, or terminate employment. Such employee, or his or her legal representative, must submit, prior to approval or disapproval, documentation from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.
- g. An employee needing leave days shall submit a "Request to Receive Sick/Vacation Leave from Co-Workers" form to Human Resources. In the event the employee is unable to submit such written request, a designee may submit the request on behalf of the employee. Days shall be converted to hours.
- h. An employee receiving such leave sharing transfer must have exhausted, or will shortly exhaust, his/her sick leave and/or vacation leave. The employee must have abided by District policies regarding the use of sick and/or vacation leave, and must not be eligible for time loss compensation under Chapter 51.32 RCW.
- i. The amount of leave which an employee may receive shall be based on employee request and/or his/her personal physician's judgment; HOWEVER, an employee shall not receive a total of more than one contractual year's worth of leave or 260 days, whichever is fewer. An employee who requests to receive sick or vacation leave must have an approved leave on file with Human Resources for a time period not less than the amount of leave transfer requested.
- j. While an employee is on leave, he/she shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued sick or vacation leave.
- k. Transfer of leave shall not exceed the donating employee's requested amount.
- l. All donated leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick or vacation leave.
- m. The "Request to Transfer Sick/Vacation Leave" forms shall be accepted by the District in the order received. When the maximum number of leave days is reached, the remaining forms shall be returned to the employees.

- n. The value of the leave transferred shall be based upon the leave value of the person receiving the leave.
- o. Any leave transferred which remains unused on August 31 of each year shall be returned at its original value to the employee or employees who donated the unused leave.

13.3 Bereavement Leave

Up to five (5) days leave with pay will be allowed, per occasion, upon request, for death of an employee's spouse/domestic partner, children, parent, sibling, in-law, grandparent of the employee or their spouse or grandchild, aunt, uncle, niece or nephew. Employees may use the up to five (5) days per occurrence in no more than two continuous stretch of absences. An additional two (2) days for out of state travel may be approved by the Assistant Superintendent of Human Resources upon request by the employee. Such leave shall not be deducted from sick leave and is non-cumulative. Employees seeking bereavement leave beyond what is provided in this Section should refer to Section 13.4.4.

13.4 Emergency Leave

- a. Three (3) days emergency leave per year, non-cumulative year to year, will be available upon request for each employee without loss of pay (deductible from annual sick leave).
- b. Situations for which emergency leave is used must be an emergency situation of an unforeseen nature suddenly precipitated necessitating the employee's absence during their work hours and must be of such a nature that pre-planning or rescheduling is not possible or such that pre-planning or rescheduling could not eliminate the need for such leave during the employee's work hours.
- c. Employees with special hardship situations not otherwise covered in this Agreement may, upon request to Human Resources, be granted an additional emergency day without loss of pay at the discretion of the Assistant Superintendent of Human Resources (deductible from annual sick leave).
- d. Emergency leave may be used to cover absences related to bereavement leave not covered by Section 13.3. . For the death of member of the immediate family (parent, spouse, child, or sibling), an additional five (5) days of emergency leave may be accessed if the annual three (3) day allocation is insufficient to cover the necessary leave period (deductible from annual sick leave). If the employee does not have sufficient sick leave to cover either the initial three (3) day allocation and/or the additional five (5) days for bereavement, the employee may take up to five (5) days of unpaid emergency leave for bereavement purposes.
- e. Weather conditions for employee travel to and from school shall not be

considered as a valid reason for an emergency leave.

13.5 Non-FMLA Medical Leaves

- a. Upon application, employees shall be granted a leave of absence for the employee's own illness or disability or to care for the employee's parent, child under 18, or spouse, provided they meet the criteria described herein.
- b. Employees do not need to have worked at least 1250 hours in the last twelve (12) months to qualify for a leave under this section, but employees must otherwise qualify for FMLA (e.g. employed with the District for at least twelve (12) months, provide medical certification as requested, etc.).
- c. Employees will only be approved for one continuous leave or one intermittent leave of no more than twelve (12) weeks per work year under this section. The frequency of intermittent absences approved as part of any leave of absence will be determined consistent with other FMLA qualifying leaves of absence. Typically, no more than one (1) absence per week will be approved for employees who work less than 260 days per work year.
- d. Employees will not be approved for more than two (2) leaves of absence taken under this Section in a consecutive five (5) year period. However, exceptions to this limit may be approved by the Assistant Superintendent of Human Resources for leave requests related a prior year's leave of absence. Human Resources will consult with Union leadership prior to denying a request for an exception.
- e. Any leaves taken under FMLA or PFML will run concurrently with leave taken under this section.

13.6 Jury Duty/District-Related Judicial Leave

In the event an employee is summoned to serve as a juror, or appear as a witness in court for a legal proceeding related to District business, or is named as a co-defendant with the District, such employee shall receive a normal day's pay for each day of required presence in court

13.7 Personal leave

- a. Employees will have two (2) non-accumulative personal days that must be taken in whole day increments.
- b. The employee will notify his/her supervisor, and enter the absence electronically, of the intent to take personal leave at least two (2) working days prior to the leave, unless compelled otherwise by emergency, in which case, the employee should provide as much notice as possible. No more than two (2) employees per department (Maintenance,

Transportation, and Nutrition Services/Warehouse) may pre-schedule a personal leave day on any given work day. Unpaid absences taken pursuant to WAC 357-31-052 will be incorporated into this cap. These slots will be filled on a first come, first serve basis. Exceptions beyond the two (2) employees per department per work day may be approved by the department supervisor, if operationally feasible.

- c. Only two employees in each department—Maintenance, Transportation, Nutrition Services/Warehouse— may use personal leave each day unless the department supervisor grants an exception for a special circumstance. Personal leave is granted on a first come, first served basis.
- d. Employees may roll over up to one (1) unused personal day per year, for a maximum of three (3) personal days at any given time.
- e. Employees who accrue vacation may use personal leave as part of their initial overall vacation request.
- f. Restricted Days

Personal Leave may not be used the first or last week of school; to extend a holiday (includes all school breaks), or pre-scheduled sick leave; or on mandatory training days unless extenuating circumstances are granted by the Assistant Superintendent of Human Resources prior to the absence. Prior to approving or denying the request, the Assistant Superintendent of Human Resources, or designee, will seek input from the department supervisor for the employee making the request to determine if granting the exception would be operationally feasible. Personal leave requests on these restricted days will be reviewed for approval on a first come, first serve basis.

- g. Personal days do not impact the Attendance Incentive in Section 20.12.
- h. Employees who call out sick on a work day adjacent to a pre-scheduled personal leave day will have that sick leave day counted as one of their three (3) annual emergency leave days as referenced in Section 13.4. If the employee has gone beyond their three emergency leave days per year, then the personal leave day will be modified to a sick leave day.

13.8 Paid Family and Medical Leave (PFML)

The parties agree the District will pay both employer and employee portions of the PFML premium.

13.9 Leave of Absence

- a. Upon written request by the employee, and the recommendation of the Superintendent, leave of absence may be granted to any employee for

purposes of: (a) Military Service; (b) Education; or (c) Judicial Leave;

- b. Leave requests for military service or education will be approved pursuant to requirements under applicable statutes or otherwise as operationally feasible.
- c. Leave requests for Judicial Leave shall be granted to the extent that the employee is legally compelled to attend a legal proceeding. The District may require an employee to furnish proof that they are compelled to attend. Leaves of this nature are separate from District-paid leaves taken under 13.6.
- d. Except for military service, there shall be no other employment while on leave without prior approval of the Superintendent.
- e. The District will state in writing the terms of the leave of absence. The returning employee will be assigned to the position occupied before the leave of absence, or to a position substantially equal in duties and compensation. Employees filling positions of employees on leave of absence will be assigned to such positions for a specific period of time, during which they shall be subject to all provisions of this Agreement. It shall be the responsibility of the District to inform replacement employees of these provisions. This provision does not apply to leaves of short duration for which the District presently hires substitutes.
- f. The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence.

13.10 Non-Medical Leaves of Absence

The District will approve an employee's request for a continuous non-medical leave of absence request if each of the following conditions are met:

- a. The employee has submitted the request to Human Resources at least thirty (30) calendar days in advance of the first day of the leave.
- b. The event for which the employee is taking a leave is a once-in-a-lifetime opportunity that cannot be rescheduled outside of work hours.
- c. The employee has provided documentation supporting the request, specifically reflecting that the event meets the criteria described in (b) above.
- d. The request is not longer than five (5) consecutive work days. Requests for absence that span between five (5) and ten (10) consecutive work days will be granted if operationally feasible, as determined by the department supervisor.
- e. Employees may only take one leave of this nature once every five (5) calendar years (the count starts at the exact date of the beginning of the

first leave).

13.11 Release Time

In recognition of the need for Union officials to have time during regular business hours to perform the duties associated with his or her office, the District shall allow such official regularly scheduled release time under the following conditions:

- a. The released time shall be for full time, year-to-year. During this period, the official shall work exclusively for, and advance the interests of, the District and the Union.
- b. Any changes requested in the amount of released time should be mutually agreed upon between the Union and the District.
- c. The Union shall reimburse the District an amount equal to the actual salary and benefits of the official, commensurate with the amount of released time, and be billed and paid monthly.
- d. During the year in which released time is granted, the official shall be deemed a full time employee of the District and shall retain and/or accrue all of the normal benefits, seniority, and salary schedule placement regularly due a full time employee.
- e. The official shall have full rights to reinstatement, subject to retention, layoff and recall provisions, if applicable, in his/her original job (or similar position if the original position no longer exists) at the termination of his/her office.
- f. As a District employee, the official shall be subject, during the period of this leave, to the same District policies, regulations and contract provisions as other employees.

13.12 Family Medical Leave

- a. An eligible employee, may request up to twelve (12) work weeks of family medical leave during any twelve (12) month period. An eligible employee is anyone who was employed by the District for at least 1,250 hours of service during the previous 52 weeks, and has worked at least 12 months prior to the start of FMLA leave, excluding authorized leave or periods of time in which persons do not report to work but have a continuing employment relationship and do not collect unemployment benefits.
- b. The family medical leave may be taken for one or more of the following reasons:
 - A. for the birth of a child, and to care for the newborn child,
 - B. for the placement with the employee of a child for adoption or foster care, and to care for the newly-placed child,

- C. to care for an immediate family member (spouse, child, or parent) with a serious health condition,
- D. and when the employee is unable to work because of a serious health condition.

Leave to care for a newborn child or for a newly placed child must conclude within 12 months after the birth or placement.

Intermittent leave may be permitted under the FMLA under certain circumstances. Contact Human Resources for information and leave applications.

- 13.13 Employees may not retroactively change absences covered by paid leave to unpaid leave, if/when those absences become part of an approved leave of absence.

ARTICLE XIV
PROBATION, SENIORITY AND LAYOFF PROCEDURES

- 14.1 The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment in a regular (not substitute) position. Such date shall be referred to as “hire date,” even though an employee may have entered the system as a substitute on a date earlier than the “hire date.”
- 14.2 Each new hire shall remain in a probationary status for a period of not more than ninety (90) calendar days following the hire date (except as noted in Section 11.5), provided that the summer vacation period shall be excluded from the probationary period for less-than- full-year employees.
- 14.2.1 During this probationary period, grievance procedures beyond Step One and termination procedures are not applicable to discipline or termination of employment.
- 14.2.2 Probationary employees will be entitled to all other provisions of this Agreement.
- 14.2.3 Probationary employees may be discharged for failure to perform job responsibilities in a satisfactory manner or for misconduct.
- 14.2.4 In the event of promotion, the employee will be given a trial of not more than sixty (60) calendar days in the higher classification. Prior to the sixty (60) calendar days, the senior employee may request or the District may return the senior employee to his/her former position, for justifiable cause. The employee shall receive the higher rate of pay during such a trial period. Upon completion of a satisfactory sixty (60) calendar day probation period, the position will become permanent.
- 14.3 Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement, with seniority retroactive to the hire date.
- 14.4 The seniority rights of an employee shall be lost for the following reasons:
- A. Resignation;
 - B. Discharge for justifiable cause;
 - C. Retirement; or
 - D. Change in general job classification within the bargaining unit, as hereinafter provided.

- 14.5 Seniority rights shall not be lost but shall not continue to accrue in the following circumstances resulting in absence from work:
- A. Military Leave (up to two [2] years);
 - B. Layoff (up to two [2] years);
 - C. Industrial injury (the second year; first year covered in Section 14.6);
 - D. All authorized leaves (the second year; first year covered in Section 14.5.1).
- 14.6 Seniority rights shall continue to accrue in the following circumstances resulting in absence from work:
- A. Industrial injury (up to one [1] year);
 - B. All authorized leaves (see Article XIII), paid or unpaid (up to one [1] year);
 - C. Holidays and vacations.
- 14.7 Seniority rights shall be effective within the general classification. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.4.
- 14.8 Except as otherwise provided in this Agreement, the employee with the earliest hire date shall have seniority rights regarding shift selection, vacation periods and special services (including overtime), promotions, assignment to new or open jobs or positions, and layoffs when ability and performance are substantially equal with junior employees or new hires. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee or senior employees, the District, at the request of the employee or union, shall set forth in writing to the employee or employees and the organization's President its reasons why the senior employee or employees have been bypassed.
- 14.9 Employees who change job classifications within the bargaining unit shall retain their hire dates in the previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire date and a new classification.
- 14.10 The District shall post on the District website for a minimum of five (5) working days the availability of open positions as soon as possible after the District is apprised of the opening. Each job posting shall state minimum qualifications for the open position.

Candidates will be selected for interview pursuant to a comparative analysis of the qualifications as noted on the job posting. Final selection for the vacant position will be made by the District with consideration being given to the degree to which the qualifications noted are met or exceeded, work history, evaluations, recommendations,

and seniority. Special consideration will be given to employees covered by this Agreement who are qualified and who submit a complete and timely application.

14.11 Reduction in Force/Layoff

This section establishes the procedure covering reduction in force/layoff of employees. The District will consult with the Union prior to implementation of this section.

14. 11.1 The number and type of positions to be retained shall be determined by the District. This information will be provided to the Union.

14. 11.2 The District will establish a list of employees within each of the general job classifications noted in Article I, Section 1.4.

14. 11.3 Employees within each classification shall be allowed to “bump” less senior employees in each classification if they have proper qualifications for the work to be performed. The District will make the assignments to the less senior positions only if the employee who wishes to “bump” another employee in that classification can provide evidence of proper qualification as noted above (i.e., journeyman’s card where appropriate or record of work experience where appropriate).

14.11.4 The District will notify affected employees at least thirty (30) days in advance of impending layoffs.

14.12 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. Such employees are to have priority in filling any opening in the classification held immediately prior to layoff. Names shall remain on the re-employment list for two (2) years.

14.13 Employees on layoff status shall file their addresses in writing with Human Resources of the District and shall thereafter promptly advise the District in writing of any change in address.

14.14 An employee shall forfeit rights to re-employment as provided in Section 14.11 if the employee does not comply with the requirements of Section 14.12, or if the employee does not respond to the offer of re-employment within ten (10) days.

14.15 An employee on layoff status who rejects an offer of re-employment forfeits seniority and all other accrued benefits; provided, that such employee is offered a position substantially equal to that held prior to layoff.

ARTICLE XV
DISCIPLINE AND DISCHARGE OF EMPLOYEES

15.1 The District shall give consideration to due process and progressive discipline in its discipline of employees covered by this Agreement. Although each personal situation merits individual investigation of the facts and circumstances, every effort will be made by the District to establish and maintain consistency and uniformity in discipline of employees.

15.2 The District shall have the right to discipline or discharge an employee for justifiable cause, but no employee shall be discharged or suspended unless a written notice shall have been given to such employee and a copy sent to the union of a complaint against such employee concerning work or conduct and informed of the District initiating an investigation into the initial complaint within ten (10) working days from the date the District demonstrably had knowledge of alleged violation. If such notice is not given to the employee and sent to the Union within ten (10) working days of such alleged violation, any disciplinary action resulting from the complaint shall be null and void.

15.2.1 An employee shall be entitled to receive a written statement of the reasons for suspension or discharge and/or a hearing upon request.

15.2.2 The discipline of an employee will be handled as discretely as the situation warrants and is possible under the circumstances.

15.2.3 Upon completion of the investigation into the alleged violation, the District shall have ten (10) working days to notify such employee of the results of the District's investigation and of the disciplinary action sought, if any. Upon written request by the employee, warning notices shall be removed from Personnel files one (1) year from the date of notice if there have been no further notices for a six (6) month period.

15.2.4 Warning notices of disciplinary action will be considered collectively, not individually. Any employee who receives three (3) written warning notices (including warning notices issued for absenteeism) of disciplinary action within 12 months shall be subject to further disciplinary action up to and including termination of employment.

15.3 Plan of Improvement

Employees placed on a plan of improvement for performance reasons shall be afforded a minimum of six (6) weeks to remediate and improve their work performance. Employees failing to successfully complete a plan of improvement shall be subject to disciplinary action, up to and including dismissal from employment.

15.3.1 Upon written request by the employee, warning notices and plans of improvement shall be removed from Personnel files 18 months from the date of the notice if there have been no further notices for a six (6) month period.

15.4 Immediate Dismissal

No prior disciplinary written warning shall be necessary for discharge or suspension if the cause for the disciplinary action is sufficiently serious in the judgment of the District to require immediate action, to include theft, intoxication on the job, verified use of controlled substance(s) in violation of Board policy for safety sensitive positions, gross maltreatment or gross neglect of a child, gross negligent use of District vehicles or safety violations. The District will observe its customary due process procedure and investigation in meeting with the employee prior to discharge or suspension without pay. Every effort will be made to protect the confidentiality of the employee during the investigation.

15.5 If an employee operates a vehicle in the performance of his/her duties, he/she must hold a valid Washington State Driver's License or Commercial Driver's License when required by the position.

15.6 Safety Violations

If an employee receives a traffic citation in the course of performing assigned duties, the employee must inform the District by providing a copy of the citation within twenty-four (24) hours of receipt from a law enforcement agency. The District will inform the employee in writing of possible administrative/disciplinary action within ten (10) days of notification.

15.6.1 The employee must provide a copy of the court disposition to the District within twenty-four (24) hours of court hearing. If the citation is dismissed and will not appear on his/her driver's abstract, the written notification will be removed from the employee's personnel file. If the employee is found responsible by court action, the District will notify the employee within ten (10) days of the administrative/disciplinary action to be taken

15.6.2 Nothing in the section shall prohibit the District from disciplining employees for continued demonstrated failure to perform assigned driving duties in an acceptable manner.

15.7 Notification to Non-Annual Employees

This section is intended to be applicable to those employees whose duties necessarily imply less than twelve (12) months (excluding vacations) work per year.

15.8 Should the District decide to lay off any non-annual employee, the employee shall be so notified in writing prior to the expiration of the school year, or as soon as possible.

- 15.9 Nothing contained herein shall be construed to prevent the District from discharging an employee for acts of misconduct reasonably related to the employee's assigned job responsibility which may occur after the expiration of the school year.
- 15.10 Nothing contained in this section shall in any regard limit the operation of other sections of this Article.
- 15.11 Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees two (2) weeks notice of intention to discharge for justifiable cause.
- 15.12 Absenteeism.

Consistent notice and effective disciplinary action is warranted to address employees who have unauthorized/unpaid absenteeism. While progressive discipline usually includes a period of unpaid suspension, this exacerbates absenteeism issues. Therefore, the District will issue warning notices for unpaid/unauthorized absences, including notices of probable termination. Disciplinary letters issued for unpaid/unauthorized absences will be maintained for 18 work months from the date of the first warning notice and shall not be subject to removal under Section 15.2.4.

Each unpaid/unauthorized absence shall result in one warning notice. Any employee who receives three (3) written warning notices for absenteeism disciplinary action within 18 months shall be subject to further disciplinary action up to and including termination of employment.

**ARTICLE XVI
INSURANCE AND RETIREMENT**

- 16.1 Pursuant to state law, the District will be required to provide health insurance and other benefits including, but not limited to: Dependent Care Assistant Program, life insurance and Medical Flexible Spending Arrangement to all eligible employees through the School Employees Benefits Board (SEBB) The District will comply with the SEBB requirements as set out in state law and Health Care Authority (HCA) rules and regulations. These include but are not limited to the following: Eligibility requirements; Plan offerings, premium rates, employee contributions and District payments for employer contribution.

The District will continue to offer an optional Long-Term Care Insurance plan to employees.

- 16.2 IRS Section 125 Plan

The District will make available to all employees, at their option, an Internal Revenue Service Code Section 125 Flexible Benefits Plan. The plan will be established, administered, and communicated to employees by the District without cost to the employees.

- 16.3 Worker's Compensation

16.3.1 The District is a self-insured employer and pays all costs of industrial insurance, including compensation payments and medical costs in compliance with the terms of the Industrial Insurance Laws of the State of Washington. The basic concept is that an employee must be paid compensation when the time lost as a result of an on-the-job injury or illness will result in loss of income.

16.3.2 When injured on the job, the employee shall promptly complete a Self-Insurer Accident Report claim form with the assistance of the supervisor of the work location where the injury occurred, in accordance with District and State insurance procedures. The employee must take the Providers Initial Report to the physician who treats the employee for the injury. A worker is entitled to workers' compensation if he/she has sought medical attention and is not cleared by a physician to return to work within three (3) calendar days following an on-the-job injury or illness.

16.3.3 In addition to the minimum compensation required by law, the District will pay the employee's regular wages on the day of the injury and the three (3) days following the injury. The District will continue to pay the injured employee full wages for sixty (60) days following the on-the-job injury by paying the employee the difference between the Time Loss Compensation Rate, reported by the Department of Labor and Industries as a percent, and the amount the employee would have normally earned.

16.3.4 Sixty-one (61) days following the original injury, the employee still receiving

workers' compensation may elect to:

- A. receive workers' compensation only in compliance with Industrial Insurance Laws of the State of Washington OR
- B. use any accumulated sick leave. The District shall pay the employee an amount equal to the difference between the Time Loss Compensation Rate, reported by the Department of Labor and Industries as a percent, and the amount the employee would have normally earned, to the limit of accumulated Sick Leave. A deduction shall be made from the employee's accumulated sick leave proportionate to the percent of time-loss paid to the employee by the District in excess of Washington State Industrial Insurance Law payments. In the event of any overpayment, the District shall make a correction thereof on a reasonable basis. After the exhaustion of accumulated sick leave, the employee will remain eligible for workers' compensation under the provisions of the Industrial Insurance Laws of the State of Washington.

- 16.3.5 The employee must notify Human Resources of any absences beyond the day the injury occurred.
- 16.3.6 The employee must have a physician's written authorization to return to work and shall return to regular duty when authorized to do so by a physician. The physician must be within the worker's compensation administrator's physician network if the injury is a workplace injury. The employee will return to a light duty position as authorized by a physician and when a light duty position is available.
- 16.3.7 The District reserves the right to assign an alternate work assignment in coordination with and on the approval of the individual's physician or a District selected physician in cases of partial or temporary disability.
- 16.3.8 After sixty (60) days the District reserves the right to require independent medical evaluations by physicians of the District's choice and at the District's expense for employees claiming on-the-job injury.
- 16.3.9 Until the employee qualifies for a disability under the Industrial Insurance Laws of the State of Washington or for up to one (1) year following the date of the injury, whichever is first, the employee will remain eligible for District benefits with eligibility for insurance benefits being contingent upon insurance policy provisions.
- 16.3.10 Absence from work for medical treatment only does not qualify for compensation under the Industrial Insurance Laws of the State of Washington. The District will pay employees their regular wages for absence due to medical treatment during the first sixty (60) days. Employees may use accumulated sick leave to cover absences for medical treatment after the first sixty (60) days following the day of the on-the-job injury. The District will pay all medical costs covered by the provisions of

the law.

16.4 Retirement

In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees' Retirement System or the School Employees' Retirement System, the District shall report all hours worked, whether straight time, overtime, or otherwise.

16.5 Tax Sheltered Annuities

The District shall, upon receipt of written authorization from an employee, and provided five (5) or more employees have previously made the same request, deduct from the employee's salary and make appropriate remittance for a tax-sheltered annuity chosen by the employee. If the number of employees participating in a TSA plan newly authorized pursuant to this provision at any time drops in number of employees to below five (5), the District may exercise the option to discontinue the deduction privilege.

16.6 The District shall provide tort liability coverage for all employees subject to the Agreement.

ARTICLE XVII
VOCATIONAL TRAINING

- 17.1 The District shall budget \$4,000 annually which may be used by employees for vocational improvement. Requests for these funds must be submitted by June 30 each year and funds must be expended by September 30 each year. Appropriate District procedures for pre-approval and reimbursement must be followed.

- 17.2 Such funds may be utilized for the following purposes as authorized by the Superintendent.
 - 17.2.1 Salary and reimbursement for employees subject to this Agreement to attend recognized vocational courses.

 - 17.2.2 Expenses and materials to establish courses of study within the confines of the District which would be of mutual benefit to the employee and the District.

 - 17.2.3 Purchase of recognized vocational courses from Chapter, state, or national educational institutes which would improve the potential of employees subject to this Agreement.

ARTICLE XVIII
UNION MEMBERSHIP AND CHECKOFF

- 18.1 Upon notice that the Union has received authorization from the employee that meets the requirements of RCW 41.56.110, the District shall deduct Union dues from the pay of that employee in accordance with the terms of this section and with the terms of the authorization form that was signed. The District shall transmit all such funds to the Union on a monthly basis.
- 18.2 Any deductions for political contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the employee on forms that comply with WAC 390-170-100 and be revocable by the employee at any time. The Union shall provide all employees annual notice of their rights regarding payroll deductions for political contributions under WAC 390-17-110.
- 18.3 Any employee wishing to withdraw from the Union shall send a signed withdrawal letter to the local Union in accordance with the terms and conditions of the authorization. After the District receives confirmation from the Union that the employee has revoked authorization for deductions, the District shall end the deduction no later than the second payroll after receipt of the confirmation in accordance with the requirements of RCW 41.56.110.
- 18.4 The Union shall give written notice to the District business office of the dollar amount of dues required of a member of the Union, which dues are to be deducted during the school year under payroll deductions. The deduction amount shall not be subject to change without written notice to the District business office at least thirty (30) calendar days before the anticipated deduction. Any such change shall be implemented by the District within sixty (60) calendar days of the written notice to the District business office.
- 18.5 The Union agrees to reimburse any employee from whose pay dues were deducted in excess of the total amount due to the Union, at that time, provided the Association or its affiliate actually received the excessive amount. Section 15.5 The Union shall indemnify the District against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purposes of complying with any of the provisions of this Article.
- 18.6 The Union shall have the ability to present information on the Union during orientation of new employees during paid time, for at least (30) minutes. The Union will provide a video of no more than fifteen (15) minutes to be played during orientation of bargaining unit members to be played in conjunction with or in lieu of an in person representative if a union representative is unavailable.

**ARTICLE XIX
GRIEVANCE PROCEDURE**

19.1 Scope

The purpose of this Article is to provide for a mutually acceptable method of prompt and equitable settlement of employee grievances and disputes over:

19.1.1 The interpretation and application of this Agreement.

19.1.2 The interpretation and application of specific written District Policy, Rules and Regulations.

19.1.3 Grievance Defined

A grievance is an alleged violation or misapplication of a specific article or section of this Agreement or an alleged violation or misapplication of a specific written District Policy, Rule or Regulation.

19.1.4 Resolutions

Employees may request confirmation and/or signature by appropriate Union officials prior to the implementation of grievance resolution.

19.2 Grievance Steps

19.2.1 Informal Step

The employee's concerns will be presented verbally by the employee to the immediate supervisor within ten (10) working days of the date that the employee first had actual knowledge of the grievable act. The employee may have Union representation present at the meeting at his or her discretion. Every effort shall be made by all concerned in an informal manner to develop an understanding of the facts and the issues in order to create a climate which will lead to resolution of the problem. Resolution(s) resulting from these discussion(s) are not necessarily precedential in nature. If the employee is not satisfied with the informal discussion(s) relative to the matter in question, he/she may proceed to the formal grievance procedure Step One. This Informal Step does not apply to the Union as an individual grievant.

19.2.2 Step One

An employee or the Union shall commence the grievance procedure by filing a written grievance with the appropriate supervisor. A written grievance must be submitted within ten (10) working days of the conclusion of the Informal

Step described in 19.2.1 above, and must contain, at a minimum, the following data:

- A. The nature of the grievance;
- B. The sections of this Agreement or District rule/policy allegedly violated;
- C. The specific remedy sought.

Grievances must be signed and dated by the grievant. Within fifteen (15) working days of receipt of the written grievance, the immediate supervisor shall provide the grievant with a written answer.

19.2.3 Step Two

If the grievance is not resolved to the grievant's satisfaction at Step One, the grievant may, within fifteen (15) working days after the last day the immediate supervisor has to respond in Step One, submit his grievance to the Superintendent or his designee. Within fifteen (15) working days of the receipt of the written grievance, the Superintendent or his designee shall conduct a hearing to investigate and review the grievance. If the grievance involves a charge of discrimination, the Superintendent may extend the timelines at this level up to fifteen (15) working days. Both the grievant and the Union shall be notified of the date, time, and place of the hearing. The employee shall be entitled to Union representation at the hearing. Within fifteen (15) working days after the hearing, the Superintendent or his designee shall provide the grievant with a written answer and explanation thereof, based on the data gathered at that hearing.

19.2.4 Step Three

If the grievant is not satisfied with the resolution at Step Two, the grievant may, within fifteen (15) working days after the last day the Superintendent or his designee has to provide the grievant with a written answer in Step Two, submit a written request to the Union that his/her grievance proceed to arbitration. Within fifteen (15) working days of receipt of the grievant's written request, the Union shall notify the grievant of its decision as to the validity of the grievance at that point and as to whether or not the Union will proceed with the grievance to arbitration. If the decision is not to proceed, then the grievant may not independently file for arbitration of his/her grievance pursuant to Step Four-A. If the Union determines the grievance to be valid and it decides to proceed, then the Union shall assist the grievant in pursuing his/her grievance through arbitration, pursuant to Step Four-A.

19.2.5 Step Four-A

If the grievance is not resolved at Step Three, the Union may, within fifteen (15) working days after receipt of the written response from Step Three, submit the grievance to the Public Employment Relations Commission for arbitration under their rules and within the following guidelines:

- 19.2.5.1 The arbitrator shall limit his/her decision strictly to disputes involving the application, interpretation or alleged violation of specific articles and/or section of this Agreement.
- 19.2.5.2 There shall be no appeal from the Arbitrator's decision if within the scope of his/her authority. It shall be final and binding on the Union, the employee(s) involved, and the District.
- 19.2.5.3 The necessary fees and expenses of the Arbitrator shall be borne by the losing party. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
- 19.2.5.4 The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the Arbitrator as delineated in Section 19.2.5.1. above.

19.2.6 Step Four-B

If the grievant is not satisfied with the resolution at Step Three, and the Union believes the grievance to be valid, and provided that the grievance has to do with an alleged violation or misapplication of a specific written District Policy, Rule or Regulation, he/she may, within fifteen (15) calendar days of receipt of the written response from Step Three, request a meeting with the Board for the purpose of resolving the grievance in accordance with the following:

- 19.2.6.1 The Board may employ a Hearing Officer to hear the case in its stead.
- 19.2.6.2 The Board may hear the case itself.
- 19.2.6.3 The Secretary of the Board shall schedule a hearing date to take place within fifteen (15) days receipt of the request.
- 19.2.6.4 The grievant shall be notified of said hearing at least five (5) days prior to the set date.

19.2.6.5 The Secretary of the Board shall, within fifteen (15) days after the conclusion of the hearing, submit the findings and recommendations to the grievant and the employee Union if appropriate.

19.3 The grievance or arbitration discussions shall take place whenever possible on school time. The District shall not discriminate against any individual employee or the Union for taking action under this Article.

19.4 Timelines

The timelines provided in this Article shall be strictly observed, unless extended by mutual agreement of the parties. Failure of the grievant to proceed within the timelines provided above shall result in dismissal of the grievance. Failure of the District or its officials to comply with answers or action within those same timelines shall entitle the grievant to a resolution favorable to the employee as requested by the employee.

**ARTICLE XX
SALARIES AND EMPLOYEE COMPENSATION**

20.1 Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Employees hired on or after September 1, 2024 will be required to be compensated through direct deposit, unless the District approves a separate payment method based on extenuating circumstances.

20.2 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Appendix A attached hereto and by this reference incorporated herein.

20.2.1 2024-2025 salaries will include the adoption of the new step schedules for both 260 day and less than 260-day employees, including moving the 260-day longevity stipend into base wages. The new steps will then be increased as follows, with each increase inclusive of the implicit price deflator (IPD):

- 0-2.99 years: 3.7%
- 3-5.99 years: 4.45%
- 6-9.99 years: 5.2%
- 10-12.99 years: 5.95%
- 13-15.99 years: 6.7%
- 16-24.99 years: 7.7%
- 25+ years: 9.0%

20.2.2 2025-2026 salaries will be increased by IPD or 2%, whichever is greater.

20.2.3 2026-2027 salaries will be increased by IPD or 2%, whichever is greater.

20.3 Salaries contained in Appendix A, shall be for the entire term of this Agreement, subject to the terms and conditions of Article XXI. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

20.4 Completed qualified work experience will be calculated as of the first day of school and used for salary placement in the given year. Experience calculation is based on the employee's work calendar for their position. Experience for work in public schools will be granted for prior like positions. Longevity stipend is included in overtime and cash out calculation(s).

Work Experience	<260-day employees Salary steps	260-day employees Longevity Stipend
0-4.99	Step 1	Base pay
5.0-8.99	Step 2	+1% stipend
9.0-14.99	Step 3	+2% stipend
15.0+	Step 4	+3% stipend

20.5 Retroactive Pay

Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this Agreement, if possible, and in any case not later than the second regular pay day.

- 20.6 For purposes of calculating daily hours, time worked shall be rounded to the nearest one-tenth (1/10th) hour.
- 20.7 Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per mile basis at the IRS rate per mile or District approved rate, whichever is greater.
- 20.8 Employees required to remain overnight on District business shall be reimbursed for room and board expenditures.
- 20.9 The compensation for any fees, except driver's license fees, that are required by the District to hold a position, such as medical examinations, chest x-rays, food worker's cards, shall be borne by the District.

20.10 Clothing/Safety Footwear Allowance

20.10.1 Clothing Allowance

Each Nutrition Services, Bus Driver, Dispatch, Building Maintenance, and Warehouse/Driver employee shall receive an annual clothing allowance of \$400.00 paid in June. Employees working less than four (4) hours shall receive a prorated amount. Employees who do not work a full year for their position will receive a prorated amount. Employees shall wear clothing that complies with general District guidelines.

20.10.2 Safety Footwear Allowance – Nutrition Services, Bus Drivers, and Dispatchers Each Nutrition Services, Bus Driver and Dispatch employee shall receive a \$200.00 shoe allowance, paid in June, for closed-toed, closed-heel, slip-resistant shoes. Employees who do not work a full year for their position will receive a prorated amount.

20.10.3 Safety-Toed Footwear – Maintenance, Mechanical Technician s, and Warehouse Services Each maintenance, Mechanical Technician and warehouse employee shall receive a \$400.00 shoe allowance annually for safety-toed footwear. Employees will work with their manager to obtain district means of purchase. This may also include insoles at the employee's choosing. Safety-toed shoes shall be replaced as needed upon authorization of the Department Manager.

20.11 The District may require any bus driver or prospective bus driver to appear for a physical examination at a District approved location as required by statute or by administrative regulation; provided, however, that the entire cost for such physical examination shall be borne by the District.

20.12 When determining salary adjustment, the following facts are among those to be

considered:

- A. Cost of Living;
- B. Comparative data of like responsibilities including journeyman trades;
- C. Funds available for salary purposes.

20.13 Attendance Incentive

The parties agree to an attendance incentive program for the purpose of rewarding those regularly contracted employees who have excellent attendance, thus reducing costs associated with the hire of substitutes. The incentive will be paid for those who meet the program terms, as follows:

- 20.13.1 The incentive will be \$125 per month with no absences charged to the sick leave balance.
- 20.13.2 Authorized leave for jury duty, bereavement, military duty, vacation and personal leave will be excluded and not counted against the leave-time.
- 20.13.3 The incentive for less than 260-day employees will be accrued for the months of September through June and paid on a quarterly basis in December, March, June and September.
- 20.13.4 The incentive for 260-day employees will be accrued each month and paid on a quarterly basis in December, March, June and September.
- 20.13.5 This program is available only to regular employees (not substitute or temporary employees).
- 20.13.6 Employees must be employed for the full month (from the first to the last day) to earn an attendance incentive in that month.

20.14 CDL Licensure/Licensure Costs

The District has agreed to provide reimbursement of the CDL licensure cost at the current rate every five years for each employee required to possess a CDL for his/her position.

ARTICLE XXI
TERM AND SEPARABILITY OF PROVISIONS

- 21.1 The term of this Agreement shall be September 1, 2024 to August 31, 2027.
- 21.2 All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.
- 21.3 This Agreement may be reopened and modified at any time during its term upon mutual consent of the District and the Union.
- 21.4 This Agreement shall be reopened as necessary to consider the impact of legislation enacted following the execution of this Agreement which may affect the terms and conditions herein. Also, collective bargaining may be initiated at the request of either party to adjust, where necessary, contract language to reflect the adjustments that have been necessary to bring the District into compliance with the law.
- 21.5 In the event the District shall, by merger, consolidation, sale of assets, lease, or any other means, enter into an agreement with another school district which in whole or in part affects the existing bargaining unit, then such successor school district shall be bound by this Agreement and its provisions.

**ARTICLE XXII
NON-REPRISAL AGREEMENT**

- 22.1 The Board of Directors of Renton School District No. 403 and its agents will take no reprisals against any employee as a result of participation in the work stoppage which began on May 9, 1989 and ended on May 16, 1989; provided that employees will not be paid for work days missed during work stoppage.
- 22.2 The American Federation of Teachers, Renton Local 6367 and its members, officers and representatives will take no reprisals against any employee or student of, or visitor to, Renton School District No. 403 for non-participation in or non-support of the work stoppage which began on May 9, 1989 and ended on May 16, 1989.

**ARTICLE XXIII
SUBCONTRACTING**

- 23.1 During the life of this Agreement, the District shall not contract out bargaining unit work that has the purpose and effect of reducing hours, regular and overtime, and positions without mutual agreement of the parties except that the District reserves the right to contract out asbestos removal from District facilities. Should the District consider contracting out bargaining unit work such that the purpose and effect would be to eliminate any hours, regular and/or overtime, or positions, the District shall negotiate the effect of such a decision with the Union to the extent required by law. The District shall comply with the requirements of RCW 28A.400.285 and RCW 41.56.30 as now written or hereafter amended.

**ARTICLE XXIV
NO STRIKE/NO LOCKOUT**

- 24.1 During the life of this Agreement, the Union shall not authorize, condone, or directly or indirectly encourage bargaining unit employees to engage in any strike, slowdown, or work stoppage. The District shall not lock out any bargaining unit employees. Employees who individually or collectively violate this Article XXIV may be subject to discipline up to and including termination.

SIGNATURE PAGE

For the District

For AFT Renton Local 6367

Damien Petteau Nov 12, 2024

Superintendent

Beth DeCou Nov 12, 2024
Beth DeCou (Nov 12, 2024 17:10 PST)

President

Shil Patel Nov 12, 2024

Chief Negotiator

**APPENDIX A – 2024-25 SALARY SCHEDULE
RENTON SCHOOL DISTRICT NO.403**

AMERICAN FEDERATION OF TEACHERS (AFT) SALARY SCHEDULE

Effective: September 1, 2024

260-Day Employee

260-Day Employee	Step 1 0-2.99 Years	Step 2 3-5.99 Years	Step 3 6-9.99 Years	Step 4 10-12.99 Years	Step 5 13-15.99 Years	Step 6 16-24.99 Years	Step 7 25+ Years
Warehouse Driver: Supply Truck, Food Delivery/Mail Delivery	\$35.99	\$36.25	\$36.88	\$37.51	\$37.78	\$38.50	\$38.97
Structural Maintenance: Carpenter, Glazier, Facilities Maintenance Tech, Painter	\$43.41	\$43.72	\$44.48	\$45.02	\$45.33	\$46.44	\$47.00
Mid-Level Maintenance: Preventative Maintenance Mechanic, Locksmith	\$46.69	\$46.02	\$46.81	\$47.38	\$47.72	\$48.88	\$49.47
Mechanic Maintenance: Boiler Technician, Electrician, Low Voltage Electrician, Plumber, HVAC Technician	\$47.86	\$48.20	\$49.04	\$49.63	\$49.98	\$51.19	\$51.81
Transportation Dispatcher	\$42.22	\$42.52	\$43.26	\$43.78	\$44.09	\$45.16	\$45.71
Transportation Mechanical Technician	\$44.11	\$44.43	\$45.20	\$45.75	\$46.07	\$47.19	\$47.76
Preventative Maintenance Assistant*	\$32.54	\$32.21	\$32.77	\$33.17	\$33.40	\$34.21	\$34.62

*Preventative Assistant rates are 70% of Maintenance position hourly rate

Stipends:

Mechanic Lead Stipend (per year)	\$4,500
Warehouse Lead Stipend	\$4,500
Driver Trainer Stipend (per hour)	\$2.50

Substitutes:

Substitute Driver Rate	\$34.36 Per Hour
Substitute Nutrition Services Rate	\$22.94 Per Hour

*Substitute Rates are based on 96% of the Bus Driver rate and 96% of the Nutrition Services Assistant rate

RENTON SCHOOL DISTRICT NO.403

AMERICAN FEDERATION OF TEACHERS (AFT) SALARY SCHEDULE

Effective: September 1, 2024

Less Than 260-Day Employee

Less than 260 Day Employee	Step 1 0-2.99 years	Step 2 3-4.99 Years	Step 3 5-5.99 Years	Step 4 6-8.99 Years	Step 5 9-9.99 Years	Step 6 10-12.99 Years	Step 7 13-14.99 Years	Step 8 15-15.99 Years	Step 9 16-24.99 Years	Step 10 25+ Years
Bus Drivers	\$35.79	\$36.05	\$36.82	\$37.08	\$38.08	\$38.35	\$38.63	\$39.11	\$39.47	\$39.95
Nutrition Services Assistant	\$23.90	\$24.08	\$24.57	\$24.74	\$25.26	\$25.44	\$25.62	\$26.13	\$26.38	\$26.69
Cooks/Bakers	\$27.37	\$27.56	\$28.15	\$28.35	\$28.90	\$29.10	\$29.31	\$29.87	\$30.15	\$30.51
Elementary Kitchen Manager	\$27.98	\$28.18	\$28.74	\$28.95	\$29.59	\$29.80	\$30.01	\$30.58	\$30.87	\$31.24
Alternative Program Manager	\$31.15	\$31.38	\$32.02	\$32.25	\$32.95	\$33.18	\$33.42	\$34.07	\$34.39	\$34.80
Nutrition Services Floater	\$27.98	\$28.18	\$28.74	\$28.95	\$29.59	\$29.80	\$30.01	\$30.58	\$30.87	\$31.24
Secondary/MCELC Kitchen Manager	\$31.15	\$31.38	\$32.02	\$32.25	\$32.95	\$33.18	\$33.42	\$34.07	\$34.39	\$34.80
Central Kitchen/Catering Manager	\$32.54	\$32.78	\$33.43	\$33.67	\$34.36	\$34.60	\$34.85	\$35.56	\$35.90	\$36.33

Notes:

1. Salary increase from 2023-2024 newly bargained salary structure.
2. Completed qualified work experience will be calculated as of the first day of school and used for salary placement in the given year (Reflect AFT CBA_)
3. 260- day employees have longevity now built into steps; new step structure for both less than 260's and 260-day employee. Increases are based on years of experience.

**Memorandum of Understanding
By and between
Renton School District (RSD) And
Local 6367 American Federation of Teachers (AFT)
MOU - Regarding September Route Adjustments**

We, the undersigned, on behalf of RSD and AFT agree as follows:

The District and the Union recognize that some elements of routing of the start of the school year can be unpredictable, such as time constraints, preschool enrollment, activity runs, out of district routes, and load counts. As such, to accommodate these unpredictable items, sometimes routes need to be adjusted after the start of school. The District and Union agree to the following:

1. Management will discuss routes that may need adjustments with Union leadership prior to discussing with the driver and Routing Committee.
2. Proposed change will be brought to the driver and Routing Committee.
3. If a change needs to be implemented prior to a full Routing Committee meeting, then a quorum may be assembled. For this committee, a quorum is one Union representative, one management representative, one Router and two drivers.
4. The driver will not have a reduction in contracted hours due to a route change.
5. This MoU applies strictly through the end of September of each year.

The terms of this MOU will be in effect for the duration of the 2024-2027 collective bargaining agreement.

/s/Sheila Redick _____

For the District

/s/ Beth Decou _____

For the Union

**Memorandum of
Understanding By and
between
Renton School District
(RSD) And
Local 6367 American Federation of Teachers (AFT)
MOU - Regarding Sick Leave Deduct**

Employees who fall into Deduct status by utilizing all accrued sick leave during their work year will not be eligible for pre-scheduled overtime, additional work, extra hour work, work on non-school days (for less than 260-day employees). For transportation employees who fall into Deduct status, they also would not be eligible for any work involving a sign-up sheet, Saturday trips, trip board and *any* additional trips. This status shall continue until the employee is no longer in Deduct status and has accrued sick time.

Employees on a district-approved personal, medical, or L&I-related leave are exempt from this provision.

RSD retains the right to assign additional work as needed, in emergency circumstances, as long as seniority (where applicable) is followed in assigned the work.

/s/Sheila Redick

For the District

/s/ Beth Decou

For the Union

**Memorandum of
Understanding By and
between
Renton School District
(RSD) And
Local 6367 American Federation of Teachers (AFT)
MOU - Regarding No Shows and Late Arrivals to Work**

Any employee who arrives to work after their shift start time will be considered tardy. The following applies for tardy employees:

- First offense: Employees will receive a warning. Employees may have one first offense warning per trimester. If the employee is not tardy again on a given trimester, they do not progress to the next step.
- Second offense: Restricted from signing up for any extra work on supplementals, trips or any extra work for thirty (30) work days.
- Third offense: Restricted from signing up for extra work on supplementals, trips or any extra work for ninety (90) work days and eliminated from the Saturday trip list for the remainder of the school year.
- Fourth offense: Restricted from signing up for any and all extra work for the remainder of the school year.

For no shows for trips, supplementals, extra work, or Saturdays:

- First offense: Restricted from signing up for any extra work on supplementals, trips or any extra work for thirty (30) work days.
- Second offense: Restricted from signing up for extra work on supplementals, trips or any extra work for ninety (90) work days and eliminated from the Saturday trip list for the remainder of the school year.
- Third offense: Restricted from signing up for any and all extra work for the remainder of the school year.

For the purpose of defining what constitutes being on time for work, the parties agree that for the 2024-2025 school year, there will be a pilot of using driver tablets to track when an employee starts their shift.

/s/Sheila Redick _____

For the District

/s/ Beth Decou _____

For the Union












AFT_CBA_CLEAN 11.7.2024

Final Audit Report

2024-11-13

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By:	Melinda Scheuffele (melinda.scheuffele@rentonschools.us)
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-  Document created by Melinda Scheuffele (melinda.scheuffele@rentonschools.us)
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-  Signer elizabeth.decou@rentonschools.us entered name at signing as Beth DeCou
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✔ Agreement completed.

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