

COLLECTIVE BARGAINING AGREEMENT

between

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 925

(Custodian, Maintenance, Food Service, and Transportation)

&

TUKWILA SCHOOL DISTRICT NO. 406



Tukwila
SCHOOL DISTRICT

EFFECTIVE SEPTEMBER 1, 2017 – AUGUST 31, 2021

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This Agreement is by and between the Tukwila School District No. 406 (hereinafter called the "District"), and the Service Employees International Union, Local 925 (hereinafter called the "Union"), for the purpose of governing their labor relations by fixing the scale of wages, schedules of hours, and conditions of employment for the designated employees employed by the Tukwila School District No. 406.

ARTICLE I - UNION RIGHTS

1.1 Union Sole Bargaining Agent - The District agrees to recognize the Union as the sole bargaining agent for the custodians, grounds maintenance personnel, lunchroom employees, and bus drivers within the classifications hereinafter mentioned, and to deal with the representatives of the Union with respect to wages, hours, working conditions, adjustment of grievances arising under this contract and all other pertinent matters. Substitute employees will be included within the bargaining unit according to the terms of Section 2.1.5.1. Employees performing work in classifications covered by this Agreement shall become a member of Service Employees International Union, Local 925, after thirty (30) days of employment, except as described below.

1.2 Union Security

Each employee within the bargaining unit will be required, as a condition of employment, either to join the Union and to pay the regular monthly dues uniformly required of members, or to pay equivalent amounts to the Union as agency fees. This obligation shall commence thirty (30) calendar days following the employee's date of hire.

1.2.2 Employees with a bona fide religious objection to the foregoing, which is based on bona fide religious tenets or teachings of a church or religious body of which said employee is a member, may satisfy this obligation by paying equivalent amounts to a mutually agreeable non-religious, charity as provided in RCW 41.46. In the event an employee does not maintain good standing in (the Union) or pay equivalent amounts to a non-religious charity as noted above, the District shall discharge the employee.

1.2.3 No employee will be discharged by the District for non-payment of the regular monthly dues unless the Union has first notified the employee by letter that the employee is delinquent in payments, specified the current amount of such delinquency, warned him/her that unless such dues are tendered within ten (10) calendar days from the date the dues are due, he/she will be reported to the Personnel Office for discharge. The Union will furnish the Personnel Office a copy of the letter sent to the employee and notice that the employee has not complied with the request for payment. Such notices shall be sent to the employee and the District at the same time. The Union will also advise the District on or after the tenth (10th) day as to whether the employee has complied with the request for payment. The District shall inform the employee immediately upon written notice from the Union that the employee has not complied with this Section as required and that unless the employee complies within ten (10) calendar days, he/she will be discharged. Should the employee fail to comply, the District shall discharge the employee. The District shall not be held liable or responsible for any discharges resulting from the administration of this Section, nor shall any such discharges be subject to the grievance procedure of this Agreement.

- 1.2.4 The Union and its members shall indemnify, defend, and hold the District harmless against any claims, demands, and suits instituted against the District resulting from any action taken or omitted by the District for the purpose of complying with the provisions of this Section.
- 1.2.5 The union will notify all present employees and all future employers subject to this Agreement of the terms and conditions of this section. The District will notify the union of new hires.
- 1.2.6 Neither party shall discriminate against any employee or applicant for employment on account of membership in or non-membership in any labor union or other employee organization.
- 1.2.7 The District shall provide the Union an annual status listing of all employees covered by this Agreement each October 1st. The District will provide to the Union monthly reports of changes in employment status of employees coming under this Agreement, i.e., new hires, transfers, promotions, demotions, terminations, etc.
- 1.2.8 Upon receipt of proper written authorization from an employee on a form approved by the Public Disclosure Commission, the District shall withhold or divert a portion of that employee's wages for contribution to a political action committee designated by the Union. This paragraph shall be implemented and interpreted consistent with RCW 42.17.680 and any regulation of the Public Disclosure Commission, as now or hereafter amended.
- 1.3 Dues Deduction: Upon receipt of a written authorization individually signed by a bargaining unit employee, the District shall deduct from the pay of such employee beginning with the next payroll the amount of dues as certified by the Union to be uniformly required as a condition of membership in the Union and shall transmit the same to the Union.
- 1.4 Access to Building by Union Representative: The Union representative may have access to all buildings covered by this Agreement to discharge his/her duties as the representative of the Union, provided the Superintendent or his/her designee, in the administrative office, is notified in advance, and provided further, that the employees are not disturbed in the performance of their duties. The District will also make available a suitable bulletin board at each school posted in plain sight for the exclusive use of the Union.
- 1.5 Job Stewards
- 1.5.1 The District agrees that the Union will be permitted to appoint one job steward for each shift in each school and the transportation department as it is deemed necessary. The duties of the job steward shall in no way interfere with the regular work assigned to that individual by the District, provided that if the district schedules meetings during the normal working day, representatives of the union that are acting in their capacity as job stewards or are otherwise required to attend, shall be released from work with pay.

- 1.5.2 Union Business Leave: Representatives of the union shall be provided with a pool of (8) days release time per year (8 days times 8 hours = 64 hours) for Union education and business, provided that, if more than one employee from a department will be absent under this provision at the same time, the supervisor agrees that the department can support the absence or absences and continue to function. The Union shall give the District not less than forty-eight (48) hours' notice of leave and shall reimburse the District the cost of a substitute for the employee taking such leave, if a substitute is used. A negotiating committee of not more than six persons may be selected by the Union.
- 1.5.3 Safety Committee: A Union-designated safety representative shall serve on the District Safety Committee. Employees shall be encouraged to report safety concerns to the safety representative. Concerns brought to the attention of the District Safety Committee by the safety representative will be responded to in writing so that the safety representative may report back to the originator of the complaint. Nothing in this section shall reduce the responsibility of each employee to report unsafe equipment, supplies, or conditions to his/her immediate supervisor.
- 1.6 Maintenance of Present Wages and Working Conditions: In changing from the present job classifications to those provided in this Agreement, no employee doing the same work will receive less pay and benefits than he/she is now receiving. This clause does not prevent any employee from being changed to a lower classification with different duties and less pay in the future.
- 1.7 Labor Management Committee: The Union and the District agree to convene a Labor Management Committee at least quarterly at mutually-agreeable times for the purpose of seeking resolution on issues of common concern. The committee will be comprised of no more than four (4) bargaining unit members and four (4) District representatives. Bargaining unit members participating in such meeting shall not lose pay if such meetings are mutually scheduled during such member's regularly scheduled shift. The Union and Employer shall rotate as chairs. The Labor Management Committee shall not be used to supplant the grievance procedure. The union retains the right to bring issues to both the Labor Management Committee and to the grievance procedure either in lieu of or in addition to discussing them in the Labor Management Committee. In the event a decision is reached by the Labor Management Committee to recommend adjustment of any provision contained in this Agreement, said recommendation shall not become effective until approved by both the Union and the District. Such recommendations, if adopted, shall be reduced to writing and be attached as an amendment to the Agreement.
- 1.8 Use of Equipment, Facilities, and Reimbursement: The District shall provide the Union with copies of all relevant information necessary for the Union to fulfill its duties as the exclusive bargaining representative provided that the Union shall reimburse the District for the cost of such copies at the current rate charged for copies of public records. The Union may use District equipment and services such as copiers, fax machines, interoffice mail, e-mail and a designated computer (for up to four (4) union officers) provided such use does not interfere with District use and the employee's regular responsibilities, and provided the Union reimburses the District for the cost of all consumables involved with such use. Union meetings taking place on District property shall be without charge provided that such use shall not interfere with District or community use of the facilities.

ARTICLE II CONDITIONS OF EMPLOYMENT

2.1 Definition of Employees:

2.1.1 Employees: For the purpose of this Agreement, "employees" refers to persons whose regular work assignment is within one or more of the classifications identified in Section 1.1.

2.1.2 Annual Employee: A person employed for twelve (12) months.

2.1.3 School Term Employee: A person employed for less than twelve (12) months.

2.1.4 New Employees: Persons employed less than sixty (60) days.

2.1.5 Substitutes: Persons hired as a temporary replacement to cover emergency situations or employee absences.

2.1.5.1 Upon completion of the thirty (30) cumulative workdays in the current or preceding school year, a substitute employee shall be considered a member of the bargaining unit, except that such bargaining unit substitutes will only be covered by Article I and Section 10.1.

2.1.5.2 Any substitute hired to replace a regular employee in the same position for sixty (60) consecutive work days or more shall be considered a regular employee entitled to all rights and benefits herein except that the District may discharge such employee at its discretion. The District agrees not to terminate one of these substitutes to avoid paying benefits.

2.1.5.3 Bus driver substitutes will be paid a \$400 bonus after the first 100 actual days worked. Substitute bus drivers will be paid 75% of the bus driver base hourly rate for hours spent training to be a school bus driver for Tukwila School District up to a maximum of forty (40) hours. These hours will be signed off by the driver trainer and the administrator responsible for Transportation. These hours will be paid once the driver completes the training and is hired as a substitute driver and completes a solo regular route.

2.2 **Probationary Period:** Each new regular employee hire shall remain in a probationary status for a period not more than sixty (60) workdays following the hiring date. During this probationary period, the District may discharge such employee at its discretion.

2.3 Work Week:

2.3.1 Work week shall normally consist of five (5) consecutive days, not to exceed eight (8) hours each, to be completed in an eight and one-half (8 ½) hour period on Monday to Friday basis. During summer break, the District will normally assign custodial and maintenance employees to a work week consisting of four-ten (10) hour days on Monday through Thursday, unless the educational or operational needs of the District require otherwise at which the District will give notice no later than April 15th or one week following the end of the legislative session whichever is later.

- 2.3.2 Each shift shall be the same number of hours. No assignment shall be less than two (2) hours duration. Employees will receive five (5) working days' notice of a temporary schedule or shift change except in an emergency, e.g., weather, illness, with the understanding that employees may waive this notice.
- 2.3.3 Each full-time employee shall receive 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. Each employee who works more than three and one-half (3 ½) but less than six (6) hours shall receive one fifteen (15) minute rest period.
- 2.3.4 Meal Break. Employees working five (5) hours or more will receive a one-half hour unpaid meal break. Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and the supervisor. In the event, the District requires an employee to forego a lunch period and the employees works the entire shift, including the lunch period; the employee shall be compensated for the foregone lunch period at the appropriate rates.
- 2.3.5 It is a recognized condition of custodial employment that such work must usually be done at hours when the building is not being used for its primary purpose, and by accepting such employment, employees shall understand that their work hours will usually be other than first shift, therefore premium pay or hours are not recognized for such employment except on third shift.
- 2.3.6 Where additional training for existing food service employees is required or authorized, additional time will be provided unless job responsibilities can be adjusted so that the workload of other employees will not be negatively impacted.
- 2.3.7 Digital Time-keeping: The District shall train each employee covered by this agreement on digital time-keeping and payroll procedures. NWRDC manuals that exist for the payroll and timekeeping systems will be provided to SEIU.
- 2.3.8 Paycheck Records: Upon voluntary or involuntary termination of employment, employees covered by this agreement shall be provided with a paper copy of all paycheck itemizations upon request.

2.4 Overtime:

- 2.4.1 Any time worked in excess of forty (40) hours per week will be considered overtime to be paid at the rate of time and one-half (1 ½) per hour. Time paid for a holiday, as defined in Section 5.1.1, will count as "hours worked" for the purposes of overtime calculation. Other types of leave will not count as "hours worked" for the purposes of overtime calculation.
- 2.4.2 Work performed on the sixth (6th) consecutive day within the same work week shall be paid at 1.5 times the regular rate. Work performed on the seventh (7th) consecutive day within the same workweek will be paid for at two (2) times the regular rate. This section shall not apply to bus drivers.

2.4.3 For the purposes of this section, the workweek shall begin at 12 a.m. on Monday and end at 11:59 p.m. on Sunday.

2.5 Call Back Services:

2.5.1 When authorized, an employee will be paid at the overtime rate of not less than two (2) hours for any assignment when called back into the worksite or one (1) hour for any assignment when called (excluding calls that offer work assignments).

2.5.2 Overtime required of an employee immediately before or after regular hours will not be covered by the two (2) hours.

2.5.3 Two (2) hours work may be required if not for the matter for which the call was made, then for other work needing attention.

2.6 Special Equipment: All special/safety equipment required shall be furnished by the District, who shall also be the judge as to the need of such special equipment. Adequate rain gear, non-slip footwear, and/or gloves as needed based on the duties, and as determined by the supervisor after consulting employees, shall be provided by the District to all employees. Such equipment must be worn when performing the described duties.

2.7 Pay for Higher Classification: Whenever an employee is required to perform duties on a temporary basis in two or more of the job classifications listed in this Agreement, he/she shall be paid for the higher classification. Employees substituting temporarily for other employees due to their absence, vacation, etc., shall be paid for the higher classification starting with the first (1st) working day of such substitution at a rate that is \$.25 higher than their current rate or the base rate of the higher classification, whichever is greater.

When an employee voluntarily accepts extra hours in other classifications, that individual will be compensated at the classification's applicable rate of pay.

2.8 Non-Discrimination: The District shall provide equal employment opportunity and treatment for all applicants and staff in recruitment, hiring, retention, assignment, transfer, promotion and training. Such equal employment opportunity shall be provided without discrimination with respect to age, race, creed, color, national origin (including language), religion, gender, marital status, sexual orientation (including gender expression or identity), honorably-discharged veteran or military status, non-program related physical, sensory or mental disabilities, or the use of a trained dog guide or service animal by a person with a disability.

2.9 Use of Buildings: Facility uses and scheduling of necessary staff will comply with District Policy 6809 and the District Facilities Use Agreement. A copy of the District Facilities Use Agreement for the use of buildings and grounds by the community will be handed out to all head custodians and grounds employees. Additional duties and responsibilities for custodians that arise from use of facilities (e.g. paid or unpaid community use of facilities) shall be identified to immediate supervisors and accommodated through additional time or staff, or a prioritization of duties within scheduled work time.

2.10 Personnel File: The employee and/or Union representative may examine the employee's personnel file, including a supervisor's working file, if the employee so authorizes in writing. Material placed into the employee's file relating to job performance or personal character shall be brought to his or her attention.

The employee may challenge the propriety of including it in the files. The employee shall have the right to insert documentation into the file, providing such documentation is relevant to the challenge. Unauthorized persons shall not have access to employee files or other personal data relating to their employment. Employees may request copies of anything in the file.

Disciplinary action less severe than a written reprimand will be included only in a working file and not the employee's District-level personnel file, unless attached to a more serious disciplinary action.

Materials from investigations that exonerate an employee will be kept only in a working file, and not included in the employee's District-level personnel file. Upon the written request of an employee, the District shall remove documentation of a verbal warning from a working file after eighteen (18) months have elapsed from the date of the warning and no further similar misconduct has occurred.

2.11 Job Description: The District shall provide each employee with a copy of his/her job description upon request and upon hire. New job descriptions or job descriptions that are significantly changed shall be submitted to the Union for negotiation of the effects upon wages, hours, and working conditions.

2.12 Uniforms/Boots: The District shall provide annually three (3) new uniforms and a pair of serviceable safety boots for each maintenance employee.

2.13 Licensing Reimbursement: New drivers and substitute drivers will be reimbursed for the federal licensing fees (written tests, skill tests, and licensing fees) after the first 100 actual days worked.

2.14 Summer School Assignments: All summer school work available for Food Service employees will be posted in accordance with Section 3.1 fifteen (15) working days prior to the last calendar day of the regular school year. Assignments for summer school for transportation employees will be posted fifteen (15) working days before the start of summer school. Assignment will be awarded in seniority order and the District will make every attempt to distribute the available hours equitably, to the extent possible within the parameters required by building or program needs. Food Service employees selected for these assignments shall be notified of their tentative selection (pending confirmation of actual work available) at least ten (10) workdays prior to the last student day of the regular school year. Transportation employees will be notified of the assignments five (5) working days prior to the start of summer school.

2.15 Annual Contracted Salary: The annual contracted salary of employees employed on September 1, 1999 shall not be reduced because of a reduction in the student school year below one hundred and eighty (180) days.

2.16 If an employee accepts a higher position, the employee will either retain their current wage rate or the base rate whichever is higher.

2.17 The District will budget a minimum of eight thousand dollars (\$8,000) for each year of the Agreement for training activities. District and/or supervisor required training will be compensated at the employee's regular rate of pay. Interested members must indicate their intent to participate to the appropriate director/manager. Allowable costs include, but are not limited to: trainings, tests and/or licenses necessary to maintain certification.

If new employees leave the District within twelve (12) months of obtaining certification, the District may request reimbursement for the associated costs.

ARTICLE III - CHANGE OF STATUS

3.1 Seniority:

3.1.1 Seniority is defined as length of continuous service within the bargaining unit, except that employees hired before September 1, 2010 will maintain seniority earned as an employee outside of the bargaining unit.

3.1.2 Where ability, qualifications, and job performance are equal, the employee with the most seniority shall be promoted or transferred.

3.1.3 If the senior employee is passed over for promotion or returned to his/her former, or a comparable position, he/she will receive, upon request, a written notification of the reasons for such actions.

3.1.4 Vacancies for all positions will be for a period of five (5) working days. Applicants shall indicate their interest through the applicant system. Internal applicants may make an appointment with an HR representative for assistance with online applications. Interviews will be granted to qualified internal applicants from the bargaining unit first, before any interviews of external candidates.

3.1.5 Seniority by worksite and/or department will determine overtime and vacation preferences. If no custodial employee agrees to work additional time, the least senior qualified employee in the building will be required to work.

3.1.6 Where ability, qualifications and job performance are substantially equal (and provided the District is not required to pay overtime rates), department seniority will be used for assignment of additional time and special projects in the Food Services Department and Transportation Department.

A "short notice" seniority list may be established by the Food Services Department and Transportation Department to fill vacancies when less than twenty-four (24) hour notice has been given of an absence. Food Service employees and Transportation employees not

interested in filling short notice vacancies may elect, in writing, to "opt out" of this short notice seniority list. From the most senior to the least senior, the short notice vacancy may then be filled by the first available, qualified employee on the "short notice" list.

A separate seniority list shall be maintained for bus driver substitutes and will be used to fill absences by calling the most senior, available substitute.

3.2 Involuntary Transfer:

An involuntary transfer within the department shall be made when it is in the best interests of the District. The District shall give the employee written notice three (3) working days before date of involuntary transfer and a copy of such notice shall be sent to the Union provided the involuntarily transferred employee shall maintain their rate of pay and number of hours. If an involuntarily transferred employee is offered a position comparable to the original position and declines that opportunity, then they will be paid for the appropriate rate of pay for the current position.

If the transfer was not for disciplinary reasons, after twelve (12) months, any bargaining unit member that was involuntarily transferred shall be placed in the position on a permanent basis, or returned to their original position.

3.3 Reduction in Force:

3.3.1 The District agrees to give each employee who has been on the payroll more than thirty (30) calendar days at least two (2) weeks' notice of intended layoff, and each employee shall give the District at least two (2) weeks' notice of his/her intention to quit. Failure of the employee to give such notice shall not constitute a breach of contract by the Union.

3.3.2 Layoffs shall be in reverse order of seniority. No employee shall displace another employee in a higher classification as a result of the reduction in force. An employment pool shall be created with the personnel in layoff status. As positions become available, the District shall recall qualified employees from the list in order of seniority before opening the position as a vacancy. Employees may be recalled to the same position they were laid off from or to a lower classification in the same department. The employee shall keep the District apprised of his or her current mainlining address and/or email address and must report to an offer by the District within five (5) business days. Employees shall remain in the pool for twelve months following displacement. An employee who declines two (2) recall positions, including failing to timely respond to an offer from the District, shall forfeit the right to be recalled.

3.4 Progressive Discipline:

3.4.1 No employee may be discharged, disciplined, or suspended except for just cause (See "Just Cause", Appendix B). Employees have the right to request union representation at any meeting that may lead to discipline or discharge (See "Weingarten Right", Appendix C).

3.4.2 Disciplinary action shall be progressive with written notification to the employee of the action taken. Such notification shall be signed by the employee acknowledging receipt of such notice.

- 3.4.3 Disciplinary actions shall be administered in private recognizing the dignity of the employee involved and employees shall be afforded fundamental fairness and due process for all terminations (See "Loudermill Right", Appendix D).
- 3.4.4 The District will consider a request made by an employee to remove a written reprimand from the personnel file after three (3) years provided there have been no subsequent similar incidents.
- 3.4.5 Time clock records may be used like any other evidence in cases involving employee concerns or employee discipline. Employees will clock in at the beginning and out at the end of their shift.

ARTICLE IV- TRANSPORTATION ASSIGNMENTS

- 4.1 **Assignments:** In making assignments to regular runs, mid-day runs, field/extra-curricular trips, or any extra work assigned arising after the posting made pursuant to Section 4.3, the Transportation Director shall consider the following criteria:
- a) Seniority
 - b) Experience and Ability
 - c) Overtime
 - d) Maintaining Public Employee Retirement System eligibility for those employees eligible as of January 1985.
- 4.1.1 The District agrees to give first consideration to current drivers and substitute drivers when assigning students, activities and trips provided there is no disruption in service to current routes, activities and trips.
- 4.1.2 When there is 30 minutes or less between assignments, drivers will clock straight through.
- 4.2 **Early Dismissals:** For drivers who lose hours as a result of "early dismissals", late starts, and/or conference days, the driver shall be guaranteed no less than the original contract time. Drivers must remain on site and be available for fill in work as assigned by the supervisor. If a driver chooses not to accept fill-in work, he/she will sign off on a time sheet that he/she accepts losing original contract time.
- 4.3 **Extracurricular and Field Trips:** All extracurricular and field trips for each week will be posted at 9:00 on the first day of the week if possible, but not later than Tuesday a.m. until Friday at 9:30 a.m. Drivers must personally indicate their choice of trips. If a driver is on authorized leave, he/she can contact the Transportation Supervisor during the designated time to make his/her selection. These trips shall be offered on a rotation basis to all regular and substitute drivers. If a trip is canceled, the driver who was assigned that trip will be put at the top of the next week's trip rotation. Any driver who opts for a field trip or extracurricular trip will have that portion of their regular route that would place him/her in excess of forty (40) hours that week preempted, unless the overtime is one (1) hour or less and paying overtime is determined by the District to be less disruptive than preempting another route. Drivers may suggest convenient days or runs for preemption opportunities. Late arriving trip requests, trips that no one has volunteered to take, and trips vacated due to authorized leave will be posted HOT and assigned by the Transportation Supervisor pursuant to Section 4.1. Regular routes receive priority. If a driver's regular route is preempted for a trip, and the trip was canceled, or if no substitute can be found for the regular route the driver will be required to drive the regular route and will be paid according to his or her contract time for that week.
- 4.4 For students with disabilities or behavior issues that may present safety concerns, any driver who identifies a need for assistance on the bus shall direct a request for such assistance to the Transportation Director. The Transportation Director shall forward such request to the Director of Special Services who will be responsible for reviewing the request in accordance with any IEP or MDT procedural requirements. A written explanation of a denial of the request shall be provided to the driver upon request.

The District is committed to transporting students in a safe manner in accordance with all state regulations and standards. The District will transport students in accordance with WAC 392-145-021. If a driver feels that his or her bus cannot be operated consistent with state safety standards, the driver shall alert the administrator responsible for transportation immediately and wait for further instructions to resolve the transportation of students.

- 4.5 End of Year Vehicle/Bus Cleaning: Each driver may request to work up to three and one half (3 ½) hours as needed to clean the vehicle/bus he/she drove during the current school year. This work must be completed by the fifth working day following the last day of the regular school year.

ARTICLE V - HOLIDAYS AND VACATIONS

5.1 Holidays:

5.1.1 Employees shall be granted the following paid holidays at their daily rate:

- New Year's Eve
- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Day before or after Christmas Day

5.1.2 When a holiday falls on a weekend, employees will be granted the nearest adjacent workday as a holiday.

5.1.3 School-term employees who are on the active payroll on the holiday and have worked their last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday, and are not on a leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if the employee was on approved paid leave on either of such shifts.

5.1.4 If a holiday falls within an employee's vacation period, the employee shall receive an extra day of paid vacation or be given pay in lieu thereof at the discretion of the District.

5.1.5 Employees who are called to work on a holiday shall be paid double their regular rate of pay per hour for all hours worked in addition to the above holiday pay if eligible.

5.1.6 In the event another District bargaining unit receives an additional paid holiday, other than those specified in Section 5.1.1, the same holiday will be provided in this bargaining unit.

5.2 Vacations:

- 5.2.1 Annual employees will be credited monthly with a proportional amount of paid vacation time based on the following schedule:
- 10 days during year 1
 - 12 days during year 2
 - 15 days during years 3-5
 - 18 days during years 6-10
 - 22 days for each year after 10
- 5.2.2 Vacation time may be used by annual employees after completing six (6) months service. Vacations will be scheduled with the employee's immediate supervisor. Employees shall not use vacation leave the two weeks prior to the beginning of school, the first week of school or the last two weeks of school.
- 5.2.3 Annual employees terminating employment during the year will be paid for up to thirty (30) days' vacation time accumulated, provided they have worked in this District for a qualification period of one year, at least two (2) weeks' notice of intention to quit is given, so long as it does not exceed the maximum cash-out of thirty (30) days.
- 5.2.4 School term employees receive vacation pay instead of the use of vacation days. Vacation pay for school term employees will be paid in the July paycheck on the same scheduled stated above. Vacation pay will be based on a factor of total contract hours worked that school year divided by 2,080 hours. The formula to calculate vacation pay will be as follows:
- $$\begin{aligned} & (\# \text{ of hours per day}) \times (\# \text{ of work days minus holidays}) = \text{Annual Hours} \\ & \text{Annual Hours} / 2,080 \text{ Hours} = \text{FTE Percentage (FTE \%)} \\ & (\text{FTE \%}) \times (\# \text{ vacation days}) \times (\text{Hourly Rate}) = \text{Vacation pay compensation} \end{aligned}$$
- 5.2.5 Annual employees may carry over a maximum of 20 days per year. Employees hired on or after September 1, 2010, may carry over a maximum of 10 days per year. It is in the best interests of the District and the welfare of employees, that employees use a substantial portion (50%) of their vacation in the year in which it is earned. By October 1st employees shall submit a draft vacation schedule to their supervisor for approval and to ensure that vacations will be scheduled and calendared.

ARTICLE VI – LEAVES

6.1 Sick Leave:

- 6.1.1 Employees in permanent positions shall earn one (1) day sick leave per month's employment, the unused portion of which shall be cumulative from year to year with no maximum. Part-time employees shall earn sick leave on a pro rata basis.

6.1.2 An employee may, upon need, draw his/her sick leave that would be expected to be earned during the balance of the school year, any time after beginning employment if he/she does not actually work the balance of the year as expected, sick leave paid in excess of that earned shall be deducted from the final check.

6.1.3 Illness for period of more than five (5) days shall be verified by a statement from a doctor.

6.1.4 Sick leave may be used for medical appointments for the employee and members of his/her family. Part-time staff will schedule medical appointments outside work hours whenever possible.

6.2 Bereavement Leave:

6.2.1 Each employee shall be allowed up to five (5) days leave with pay for each occasion for absence caused by death of a member of that employee's immediate family.

6.2.2 Immediate family is defined as spouse, parent or step-parent of the employee or spouse, children, grandchildren, step-children, brother, sister, brother-in-law, sister-in-law, grandparent, or significant other residing in the immediate household.

6.2.3 Each employee shall be allowed up to one (1) day leave with pay to attend the funeral of a close personal friend.

6.2.4 This bereavement leave is not deducted from the sick leave and is non-accumulative.

6.3 Emergency Leave:

6.3.1 Five (5) days per year non-accumulative leave without loss of pay will be allowed for emergency purposes which are of an unforeseen nature and beyond the control of the employees.

The problem must have been suddenly precipitated and must be of such a nature that preplanning is not possible, or where pre-planning could not relieve the necessity for the absence.

6.3.2 Emergency leave may not be taken the day before or the day after a holiday, or in any combination for the purpose of extending vacations.

6.3.3 Emergency leave should be cleared through the appropriate supervisor.

6.3.4 Emergency leave shall be deducted from the accrued sick leave granted under Section 6.1.

6.4 General Leave:

6.4.1 Upon recommendation from the Superintendent, a leave of absence without pay or accrual of benefits of up to one year may be granted to any employee for such things as illness, family emergency, maternity, education, etc. The District will provide the employee with the terms of the leave of absence in writing. There shall be no other

employment while on leave. The District will, if requested in writing, give first preference to the employee for re-employment for any openings for which the employee is qualified.

- 6.4.2 An employee on leave due to an extended illness or the extended illness of a family member (refer to definition in Section 6.2.2) for whose care the employee is primarily responsible shall be guaranteed his/her former or a comparable position if he/she returns to work within one (1) year of using all accrued sick leave and vacation benefits; provided, that if there has been a layoff which would have affected said employee then the provisions of Article 3.1.4 shall prevail.
- 6.4.3 Employee benefits, leave credits, and seniority accrued prior to a leave of absence will be reinstated and/or maintained upon re-employment providing such return to work occurs within twelve (12) months of the date of layoff. Seniority will not accrue during such leaves or layoffs. While on leave of absence, the employee shall have the option of remaining an active participant in fringe benefit programs by contributing thereto the amount required, if permitted by the benefit providers, but with no District contribution.
- 6.4.4 Recognizing that special occasions do exist such as thirty (30) year anniversaries out-of-state, family graduations, weddings, etc., where the scheduling of the event is outside the control of the employee, employees may request up to five (5) days leave without pay. Requests must be in writing to the Superintendent, four (4) weeks in advance, provided that the District can find a substitute where necessary. Leave will not be granted the first two (2) weeks or the last two (2) weeks of the regular school year.
- 6.5 Legal Leave: The District will grant full pay, minus any amount received as witness fees, when an employee has been subpoenaed to court provided that the employee provides a copy of the subpoena to the District. Employees who have been subpoenaed to court will contact their supervisor once their legal leave obligation is completed or canceled to see if they are needed back at work, provided the obligation is completed or canceled prior to the end of their shift and the employee is reasonably able to travel back to the worksite prior to the end of their shift. If the employer determines that the employee is not required to return to work, the employee will receive full pay for his or her shift.
- 6.6 Jury Duty: Employees required to serve on juries will be paid at their normal rate of pay except that any pay received for such jury service shall be returned, excluding reimbursement for expenses that otherwise would not have occurred, to the District for payment of a substitute.
- 6.7 Military Leave: The District shall grant military leave pursuant to applicable law.
- 6.8 Personal Leave: Three (3) days per year paid non-accumulative leave will be allowed for situations which require absence during school hours for purposes which do not have to be stated. This leave will be granted if scheduled at least five (5) days in advance and appropriate substitutes can be found. Personal leave cannot be used to extend three (3) day weekends or used the first two (2) or last two (2) days of the year. The third day of personal leave shall be deducted from the accrued sick leave granted under Section 6.1.
- 6.9 Leave Sharing: Employees who are members of this bargaining unit may participate in the Tukwila School District Leave Sharing Program. Under the provisions of this program, the District shall

receive and process requests noted herein. An employee who donates leave must be in a position in which sick and/or vacation leave can be used and accrued.

An employee who does not accrue vacation leave and who has an accrued sick leave balance of more than twenty-two (22) days may request a transfer of a specified amount of sick leave to another employee. In no event may such an employee request a transfer of more than six (6) days of sick leave during the twelve (12) month period of September 1 through August 31, or request a transfer that would result in his or her sick leave account going below twenty-two (22) days.

An employee who does accrue vacation leave and who has an accrued vacation leave balance of more than ten (10) days may 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 in his or her vacation leave account going below ten (10) days.

Employees volunteering to participate in this program will fill out a "Shared Leave Donation" form and submit it to the District Personnel Office. Days shall be converted to hours.

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 members suffering from an illness, injury, impairment, or physical or mental condition which is of extraordinary or severe nature or who has been called to service in the uniform services 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.

An employee needing leave days shall submit a "Shared Leave Request" form to the District Personnel Office. In the event the employee is unable to submit such a written request, a designee may submit the request on behalf of the employee. Days shall be converted to hours.

An employee receiving such leave sharing transfer must have exhausted, or will shortly exhaust, his or 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.

The amount of leave which an employee may receive shall be based on employee request and/or his or her personal physician's judgment; however, an employee shall not receive a total of more than one contractual year's worth of leave or two hundred sixty (260) days, whichever is fewer. An employee who requests to receive sick or vacation leave must have a signed leave on file with the Personnel Department for a time period of not less than the amount of leave transfer requested.

While an employee is on leave, he or 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.

Transfer of leave shall not exceed the donating employee's requested amount.

All donated leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick or vacation leave.

The "Shared Leave Donation" forms shall be accepted by the District in the order received. When the maximum number of days is reached, the remaining forms shall be returned to the employees.

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

6.10 Employees on non-FMLA unpaid leave will have a pro-rated deduction in the benefits paid by the District.

ARTICLE VII - HEALTH AND WELFARE

7.1 Medical, Hospital, and Dental Benefits:

7.1.1 During the life of this Agreement, the state-funded rate for insurance benefits will be provided for employees working seventy (70) hours or more per month. Effective September 1, for October coverage, the Employer shall contribute a sum of money equal to the eligible regular employee's FTE portion of the state funded monthly amount toward the cost of Employer approved group long-term disability, dental, vision, medical, and thirty thousand dollars (\$30,000) term life insurance. An FTE shall constitute 1,440 or more hours. Employees working less than 1,440 hours shall receive a pro rata share on the basis of assigned hours, calculated to the one-quarter (1/4) hour, of the state funded monthly amount for twelve (12) months. Such contributions shall apply to long-term disability, vision, dental, thirty thousand dollars (\$30,000) term life, and medical in this order of precedence.

All funds generated by multiplying the total FTE's times the state funded monthly amount shall be placed in a pool. Each eligible regular employee may draw on this pool according to his or her needs and the provisions of the policies. Should the need of all employees exceed the amount in the pool, each employee's individual benefits shall be reduced the same dollar amount so that the entire pool amount is not exceeded, provided that no eligible regular employee's insurance benefits shall be reduced below his/her FTE allowable benefit.

Prior to the state-funded monthly amount being applied, each employee will pay \$6 of his/her individual medical premium, \$4 for employee & spouse and \$2 for full family coverage. If the remaining amount available from state funds for medical insurance does not cover the cost of the employee's selected coverage, the employee shall provide the difference through an authorized payroll deduction.

Such contribution shall be subject to and contingent upon state authorization for the District to provide such funds.

The pooling calculation will be done only once during the year, following the open enrollment period for the month of October. No adjustments to the amounts calculated in October will be made until the following October. The month of September will be pooled on the basis of the prior year calculations.

Should the implementation of the Affordable Health Care Act result in offering health care plans that provide more comprehensive coverage and/or less expensive coverage, the parties agree to reopen Article VII for the sole purpose of negotiations over such options.

- 7.1.2 The District agrees to pay the premium for each eligible school-term employee through the summer months, provided any such employee who claims unemployment during the summer months shall not receive these extended benefits.
 - 7.1.3 For the term of this Agreement, Food Service and Transportation employees eligible as of January 1, 1985 for medical and dental benefits will not lose that eligibility by having their hours reduced below seventy (70) hours per month by District action.
 - 7.1.4 If the amount available for medical insurance does not cover the cost of the individual employee's family plan, the employee shall provide the difference through an authorized payroll deduction. Access to insurance benefits following termination of employment shall be provided as required by Federal Law.
 - 7.1.5 While on leave of absence the employee shall have the option, if the carrier permits, of remaining an active participant in fringe benefit programs by contributing thereto the amount required, but with no District contribution.
- 7.2 Industrial Insurance: All employees covered by this Agreement shall be covered by Washington State Industrial Insurance provided by Puget Sound Workers Compensation Trust. Employees may be returned to work on light duty or limited duty assignments provided that such work and position is available.
- 7.3 Medical Examinations: The District will provide one hour of pay for drivers or employees required to have a physical examination, every other year. The District will cover the costs of the exam provided employees use the District's designated physician or clinic.
- 7.4 Retiree Medical/Dental Benefits Payment: The Employer will absorb the state required funding of medical/dental benefits for retirees without reduction in the state allocation for medical/dental benefits for employees.
- 7.5 Additional Subsidy: In the event any employee group, represented or non-represented receives any subsidy related to insurance from the District, the same subsidy will be provided to employees in this bargaining unit.

ARTICLE VIII - GRIEVANCE PROCEDURE

8.1 **Definition:** In the event that any difference arises between the Tukwila School District and any employee, concerning the interpretation, application, or compliance with the provisions of this Agreement, such difference shall be deemed to be a grievance.

8.2 Procedure:

8.2.1 STEP ONE: Prior to filing a written grievance, the employee shall, with or without Union assistance, at least discuss the subject of the grievance with his or her immediate supervisor or the administrator responsible for the decision which caused the grievance. Every effort will be made at this step to resolve the grievance. The administrator and the employee may use the Employee Assistance Request (EAR) form to document the conversation and the resolution or decision to proceed to step two of the grievance process. Both the administrator and the employee shall retain a copy of the form if it is used.

8.2.2 STEP TWO: If no settlement has been reached at Step One, the employee shall submit a statement of the grievance in writing within fifteen (15) working days of the time a grievance arises to the District's administrator responsible for Human Resources and the Union's shop steward. The parties acknowledge that a written grievance may be filed even though an answer or resolution at Step One is still pending. At the request of either the employee or the administrator, the parties shall meet within five (5) working days of the receipt of the written grievance to discuss the matter. A written answer to the grievance shall be provided to the employee by the supervisor within ten (10) working days of the receipt of the written grievance, or after the meeting, whichever is later, with copies provided to Human Resources and the shop steward.

8.2.3 STEP THREE: If no settlement has been reached at Step Two within the specified time limits, the employee may within ten (10) working days submit a written grievance to the Superintendent (or Superintendent's designee). At the request of either the employee or the Superintendent (or designee), the parties shall meet within five (5) working days of the receipt of the written grievance to discuss the matter. A written answer to the grievance shall be provided to the employee by the Superintendent (or designee) within ten (10) working days of the receipt of the written grievance with copies provided to Human Resources and the shop steward.

8.2.4 STEP FOUR: If the grievance is not satisfactorily resolved at Step Three, the Union may, within ten (10) working days after receipt of the written response from Step Three, submit the grievance to arbitration by written notice to the District. The parties shall attempt to mutually agree to the appointment of an arbitrator. If no agreement is reached within ten (10) working days of the submission to arbitration, either party may submit the grievance to the American Arbitration Association for arbitration under their rules and within their guidelines:

- 1) The Arbitrator shall limit his/her decision strictly to disputes involving the application, interpretation or alleged violation of specific articles and/or sections of this Agreement
- 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
- 3) The fees and expenses of the Arbitrator shall be shared equally by the District and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
- 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 Step Four.

8.2.5 If an employee and/or the Union representative fail to submit written grievances to the next grievance step within the time limit so specified, it will be assumed that the grievant has dropped the grievance or accepted the resolution of the grievance at that level. If the District at any step fails to respond within the required time limits, the grievant may advance the grievance to the next step. However, the District and the Union may mutually agree to extend the time limits at any one of the steps.

8.2.6 The Union representative, at the request of the employee, shall have an opportunity to be present at all Step Three and Step Four meetings.

If a meeting is called at Step Two, the employee may have a Union representative present upon request.

ARTICLE IX - MANAGEMENT RIGHTS

9.1 Recognition:

9.1.1 Except to the extent specifically abridged by specific provisions of this Agreement, the Union recognizes the District's inherent and traditional right to manage its business, as has been its practice in the past. The Union recognizes the right of the District to hire, suspend, transfer, promote, demote or discipline employees and to main the discipline and efficiency of its employees; the right (which shall be exercised as provided in the paragraph hereof relating to termination of employment) to lay off, terminate, or otherwise relieve employees from duty because of lack of work for them to do, or for other reasons set forth in this contract, the right to establish and change work schedules and assignments and to eliminate, change or consolidate jobs; the right to direct the methods and processes of doing work, to introduce new and improved work methods or equipment, and to assign work to outside contractors; the right to determine the starting and quitting time and the number of hours to be worked; and the right to make and amend such reasonable rules and regulations as it may deem necessary for the conduct of its business, and to require their observance.

9.1.2 The exercise of the District's rights stated herein is an exclusive function of management. The exercise of the management rights herein does not modify the Union's right to appeal

through the grievance procedure as set forth in this Agreement when such exercise violates the letter and intent of the Agreement in the opinion of the Union.

9.1.3 The above statement of Management Right is not intended to be exclusive and shall not be construed to limit or exclude any historical or normal rights of either management or Union.

9.1.4 Before the District decides to subcontract an entire job description within the bargaining unit covered by this Agreement, the District shall meet and negotiate with the Union pursuant to state law.

9.2 Existing Policies of the District: Those personnel and other policies and regulations of the District which are already in existence and operative are hereby declared to be continued in force and effect insofar as they do not conflict with provisions which shall be agreed to in this contract.

9.3 Extra Employees: High School students and teachers employed outside of school hours or during vacation periods are exempt from the provisions of this Agreement.

ARTICLE X - COMPENSATION

10.1 Salary Schedule:

10.1.1 Employees shall be paid the wage rates identified in Appendix A. Employees with less than a year's experience shall be paid at the first step of the schedule. Employees with less than four (4) years' experience shall be paid at the second step of the schedule. Employees with four (4) years' experience shall be paid at the third step of the schedule. Employees with five (5) or more years of experience shall be paid at the fourth step of the schedule. Step movement shall occur on September 1 of each school year. For the purposes of this section, an employee will be credited with a year of experience for each year the employee has worked at least 50% of his or her TSO position's work year.

10.1.2 The District will increase the base rates as delineated in Appendix A in the month such increase is effective as follows:

- 2017-2018: 4.0% and state COLA
- 2018-2019: Greater of 2.5% or state COLA
- 2019-2020: Greater of 2.5% or state COLA
- 2020-2021: Greater of 2.5% or state COLA

If the state funds an increase in classified employee salaries in any manner other than the traditional percentage increase used in the past, the parties will reopen this Article to discuss the manner in which to apply the increase to the wage rates.

This section shall reopen at the request of either party should the District fail to pass a levy to support the maintenance & operations of the District for any particular school year or should the Legislature reduce, invalidate or otherwise limit the District's authority to collect a levy at the level in effect at the time of ratification of this Agreement.

10.1.3 The wage rates for the first step on the schedule are calculated as 3.5% below the third step. The wage rates for the fourth step on the schedule are calculated as 3.5% above the third step.

10.1.4 When there is 30 minutes or less between the end of an extra-curricular trip and the start of a driver's regular route or the end of a driver's regular route and the start of an extra-curricular trip, drivers will clock straight through.

10.2 Payment: All annual employees will be paid on monthly rather than hourly schedules, which may include persons working less than full eight (8) hour days who will receive a proportion of the scheduled monthly pay scale.

Employees paid on an hourly basis in school year positions shall have their pay calculated on an hourly or daily basis based on actual working days only.

All employees, except those working less than three and one-half hours (3 ½) hours a day, shall receive payments for their services in twelve (12) monthly installments for their regularly contracted hours. Overtime and/or extra time will be paid within the published pay periods.

Employees working less than three-and-one-half (3 ½) hours per day will be paid in 10 installments.

Upon request, employees shall receive a copy of any timesheets, leave forms or documentation used by the District for payroll purposes.

10.3 Standby Pay: When bus drivers are engaged to drive out-of-district for field trips or activity trips, they shall be paid at their full hourly rate of pay for the actual time spent driving and also for the layover time between arrival and departure.

When bus drivers are engaged to drive overnight, out-of-District trips, they shall be paid at their full hourly rate of pay for the actual time spent driving and when required to be available. The minimum two (2) hour call back provision will be paid at the full hourly rate of pay unless the overtime rate goes into effect. When driving ski trips, the driver will be paid his/her full hourly rate of pay from departure to return. Bus drivers will be paid for at least eight (8) hours of work for each day of an overnight trip provided they are available for transportation assignments during that time.

10.4 Shift Pay: A premium often percent (10%) of the regular wage shall be paid for work on third (3rd) shift, which will be paid from September through May each year. There will be no third (3rd) shift operation during school Spring, Summer, or Christmas vacations.

10.5 Sick Leave Cash Out: The District shall continue a sick leave cash-out program in compliance with state law, as now or hereafter amended, throughout the duration of the Agreement. Each January, an employee with more than sixty (60) days accumulated sick leave may elect to cash out those days earned within the previous calendar year in excess of sixty (60) at the rate of 25% of the employee's current daily rate for each full day of sick leave. Upon retirement or death, an employee (or the employee's estate) may cash-out all accumulated sick leave at the same rate, provided that the maximum number of days eligible for conversion is 180 days.

10.6 It is the purpose of the attendance incentive program to encourage consistency for students and operational efficiency for the District by reducing the number of days employees are off the job.

In order to accomplish this, the District will provide the following incentive pay to staff who have zero (0) absences during:

- 1st Semester of School (\$200)
- 2nd Semester of School (\$200)
- Summer Break (\$100)

ARTICLE XI - MANDATORY DRUG AND ALCOHOL TESTING

11.1 Mandatory testing for employees holding Commercial Driver's License as required under the Federal Highway Administration rules on controlled substance use and testing shall be provided in accordance with District Policy and Procedure 5202, subject to the provisions of this article.

11.2 Cost of Testing. The District shall pay laboratory costs for the initial drug and/or alcohol test under the random, post-accident, and reasonable suspicion provisions of the FWHA rules. An employee requesting a confirmation test must advance the cost of said confirmation test, which the District will reimburse in the event the confirmation test shows the initial test to be false. The District shall reimburse any lost wages resulting from a false positive test result.

11.3 Employees shall be paid at their regular rate of pay for, and shall be made whole for any Assignments or trips missed as a result of any time spent drug testing, except pre-employment testing, return to work testing, and testing which occurs while an employee is on suspension. The employer shall pay for follow-up testing, if any, after a return to work.

11.4 An employee's refusal to submit to testing shall be just cause for termination.

11.5 Random, Post-Accident, and Reasonable Suspicion Testing: A positive test for any of the prohibited drugs will be just cause for immediate termination. An alcohol test showing a blood alcohol level of .04 or higher will be just cause for immediate termination. An alcohol result of .02 but lower than .04 will be just cause for:

- A. Removal without pay from the safety sensitive position for at least twenty-four (24) hours.
- B. Appropriate corrective action and discretionary discipline up to but not including termination.
- C. Termination in the event it is a repeat test result between .02 and .04.

11.6 Drivers returning to work following a positive alcohol test between .02 but lower than .04 shall be evaluated by a substance abuse professional successfully complete any prescribed assistance program and pass return to duty testing. This assessment, treatment, and testing shall be at the employee's expense.

11.7 Employees with positive drug or alcohol tests may utilize the District's Employee Assistance Program for five (5) visits for career counseling in addition to the five (5) visits otherwise available.

11.8 All reasonable efforts will be made to assign random testing during the employee's regularly scheduled shift. If such efforts fail, the employee will be paid time-and-a-half (1½ times the employee's regular rate) for the time spent during testing.

ARTICLE XII - WORK STOPPAGES

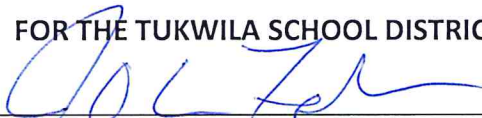
12.1 No Strike Clause: During the term of this Agreement, no strike or work stoppage shall be caused by the Union.

12.2 Lockout: During the term of this Agreement, no lockout shall be caused by the District.

ARTICLE XIII - CONDITIONS OF THE AGREEMENT

- 13.1 **Separability:** In the vent that any provision of this Agreement shall at any time be declared Invalid by any Court of competent jurisdiction or through government regulations or degree, such decision shall not Invalidate the entire Agreement, it being the express Intention of the parties hereto that all other provisions not declared invalid shall remain In full force and effect.
- 13.2 **Successors:** In the event the District shall, by merger, consolidation, or any other means, enters into an Agreement with another school district which, in whole or in part, affects the existing appropriate collective bargaining unit, then such successor school district shall be bound by each and every provision of the Agreement. The District shall have an affirmative duty to call this provision of the Agreement to the attention of any school district or individual with which it seeks to make such an Agreement as aforementioned.
- 13.3 **Effective Date and Renewal:** The Agreement shall be in full force and effect beginning September 1, 2017 until August 31, 2021, subject to any reopeners provided in this agreement. If either the Union or the Employer desires a modification of this Agreement, negotiations may be reopened by mutual consent.


FOR THE TUKWILA SCHOOL DISTRICT



JoAnne Fabian, Superintendent Designee

Date: 10/31/18

FOR SEIU LOCAL 925 TUKWILA CHAPTER



Tyler Bass, SEIU 925 Field Director



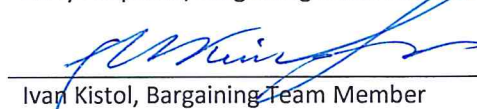
Tom Layer, Bargaining Team Member



Maria Edwards, Bargaining Team Member



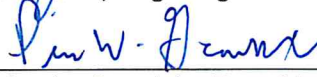
Larry Responte, Bargaining Team Member



Ivan Kistol, Bargaining Team Member



Ayanna Brown, Bargaining Team Member



Pierre Gaudet, Bargaining Team Member

APPENDIX A

Effective September 1, 2017
2017-2018
SEIU SALARY SCHEDULE

	0-1 YEAR(S)	2-3 YEARS	4 YEAR(S)	5+ YEAR(S)
FOOD SERVICES DEPARTMENT				
HELPER/SERVER	\$ 14.57	\$ 14.82	\$ 15.11	\$ 15.64
ASSISTANT COOK/CASHIER	\$ 15.68	\$ 15.96	\$ 16.25	\$ 16.80
PRODUCTION TEAM COORDINATOR	\$ 16.36	\$ 16.65	\$ 16.94	\$ 17.53
ELEMENTARY LEAD	\$ 17.03	\$ 17.21	\$ 17.41	\$ 17.70
HIGH SCHOOL LEAD	\$ 17.92	\$ 18.24	\$ 18.59	\$ 19.24
MAIL/FOOD SERVICE/DELIVERY	\$ 20.02	\$ 20.38	\$ 20.75	\$ 21.45
PRODUCTION KITCHEN MANAGER	\$ 21.75	\$ 22.13	\$ 22.56	\$ 23.34
TRANSPORTATION DEPARTMENT				
BUS DRIVER	\$ 21.23	\$ 21.60	\$ 21.99	\$ 22.76
ASSISTANT DISPATCHER/DRIVER	\$ 23.65	\$ 24.07	\$ 24.52	\$ 25.37
SAFETY & TRAINING SPECIALIST	\$ 27.64	\$ 28.12	\$ 28.62	\$ 29.76
MAINTENANCE DEPARTMENT				
MAINTENANCE	\$ 22.66	\$ 23.07	\$ 23.50	\$ 24.32
CUSTODIAL DEPARTMENT				
REGULAR CUSTODIAN	\$ 18.96	\$ 19.30	\$ 19.65	\$ 20.35
ELEMENTARY HEAD CUSTODIAN	\$ 20.68	\$ 21.05	\$ 21.44	\$ 22.18
NIGHT LEAD CUSTODIAN	\$ 21.07	\$ 21.45	\$ 21.83	\$ 22.61
MIDDLE SCHOOL HEAD CUSTODIAN	\$ 21.46	\$ 21.83	\$ 22.24	\$ 23.01
HIGH SCHOOL HEAD CUSTODIAN	\$ 22.17	\$ 22.56	\$ 22.98	\$ 23.78

INCREASE = 4% + 2.3% COLA

Effective September 1, 2018
 2018-2019
 SEIU SALARY SCHEDULE

	0-1 YEAR(S)	2-3 YEARS	4 YEAR(S)	5+ YEAR(S)
FOOD SERVICES DEPARTMENT				
HELPER/SERVER	\$ 14.93	\$ 15.19	\$ 15.49	\$ 16.03
ASSISTANT COOK/CASHIER	\$ 16.07	\$ 16.36	\$ 16.66	\$ 17.22
PRODUCTION TEAM COORDINATOR	\$ 16.77	\$ 17.07	\$ 17.36	\$ 17.97
ELEMENTARY LEAD	\$ 17.46	\$ 17.64	\$ 17.85	\$ 18.14
HIGH SCHOOL LEAD	\$ 18.37	\$ 18.70	\$ 19.05	\$ 19.72
MAIL/FOOD SERVICE/DELIVERY	\$ 20.52	\$ 20.89	\$ 21.27	\$ 21.99
PRODUCTION KITCHEN MANAGER	\$ 22.29	\$ 22.68	\$ 23.12	\$ 23.92
TRANSPORTATION DEPARTMENT				
BUS DRIVER	\$ 21.76	\$ 22.14	\$ 22.54	\$ 23.33
ASSISTANT DISPATCHER/DRIVER	\$ 24.24	\$ 24.67	\$ 25.13	\$ 26.00
SAFETY & TRAINING SPECIALIST	\$ 28.33	\$ 28.82	\$ 29.34	\$ 30.50
MAINTENANCE DEPARTMENT				
MAINTENANCE	\$ 23.23	\$ 23.65	\$ 24.09	\$ 24.93
CUSTODIAL DEPARTMENT				
REGULAR CUSTODIAN	\$ 19.43	\$ 19.78	\$ 20.14	\$ 20.86
ELEMENTARY HEAD CUSTODIAN	\$ 21.20	\$ 21.58	\$ 21.98	\$ 22.73
NIGHT LEAD CUSTODIAN	\$ 21.60	\$ 21.99	\$ 22.38	\$ 23.18
MIDDLE SCHOOL HEAD CUSTODIAN	\$ 22.00	\$ 22.38	\$ 22.80	\$ 23.59
HIGH SCHOOL HEAD CUSTODIAN	\$ 22.72	\$ 23.12	\$ 23.55	\$ 24.37

INCREASE = GREATER OF 2.5% OR STATE COLA (TABLE REFLECTS 2.5%)

Effective September 1, 2019
 2018-2019
 SEIU SALARY SCHEDULE

	0-1 YEAR(S)	2-3 YEARS	4 YEAR(S)	5+ YEAR(S)
FOOD SERVICES DEPARTMENT				
HELPER/SERVER	\$ 15.31	\$ 15.57	\$ 15.87	\$ 16.43
ASSISTANT COOK/CASHIER	\$ 16.47	\$ 16.77	\$ 17.07	\$ 17.65
PRODUCTION TEAM COORDINATOR	\$ 17.19	\$ 17.49	\$ 17.80	\$ 18.42
ELEMENTARY LEAD	\$ 17.89	\$ 18.08	\$ 18.29	\$ 18.60
HIGH SCHOOL LEAD	\$ 18.83	\$ 19.16	\$ 19.53	\$ 20.21
MAIL/FOOD SERVICE/DELIVERY	\$ 21.03	\$ 21.41	\$ 21.80	\$ 22.54
PRODUCTION KITCHEN MANAGER	\$ 22.85	\$ 23.25	\$ 23.70	\$ 24.52
TRANSPORTATION DEPARTMENT				
BUS DRIVER	\$ 22.30	\$ 22.69	\$ 23.10	\$ 23.91
ASSISTANT DISPATCHER/DRIVER	\$ 24.85	\$ 25.29	\$ 25.76	\$ 26.65
SAFETY & TRAINING SPECIALIST	\$ 29.04	\$ 29.54	\$ 30.07	\$ 31.27
MAINTENANCE DEPARTMENT				
MAINTENANCE	\$ 23.81	\$ 24.24	\$ 24.69	\$ 25.55
CUSTODIAL DEPARTMENT				
REGULAR CUSTODIAN	\$ 19.92	\$ 20.28	\$ 20.64	\$ 21.38
ELEMENTARY HEAD CUSTODIAN	\$ 21.73	\$ 22.12	\$ 22.53	\$ 23.30
NIGHT LEAD CUSTODIAN	\$ 22.14	\$ 22.54	\$ 22.94	\$ 23.75
MIDDLE SCHOOL HEAD CUSTODIAN	\$ 22.55	\$ 22.94	\$ 23.37	\$ 24.17
HIGH SCHOOL HEAD CUSTODIAN	\$ 23.29	\$ 23.70	\$ 24.14	\$ 24.98

INCREASE = GREATER OF 2.5% OR STATE COLA (TABLE REFLECTS 2.5%)

Effective September 1, 2020
 2020-2021
 SEIU SALARY SCHEDULE

	0-1 YEAR(S)	2-3 YEARS	4 YEAR(S)	5+ YEAR(S)
FOOD SERVICES DEPARTMENT				
HELPER/SERVER	\$ 15.69	\$ 15.96	\$ 16.27	\$ 16.84
ASSISTANT COOK/CASHIER	\$ 16.89	\$ 17.19	\$ 17.50	\$ 18.09
PRODUCTION TEAM COORDINATOR	\$ 17.62	\$ 17.93	\$ 18.24	\$ 18.88
ELEMENTARY LEAD	\$ 18.34	\$ 18.53	\$ 18.75	\$ 19.06
HIGH SCHOOL LEAD	\$ 19.30	\$ 19.64	\$ 20.02	\$ 20.72
MAIL/FOOD SERVICE/DELIVERY	\$ 21.56	\$ 21.95	\$ 22.35	\$ 23.10
PRODUCTION KITCHEN MANAGER	\$ 23.42	\$ 23.83	\$ 24.29	\$ 25.13
TRANSPORTATION DEPARTMENT				
BUS DRIVER	\$ 22.86	\$ 23.26	\$ 23.68	\$ 24.51
ASSISTANT DISPATCHER/DRIVER	\$ 25.47	\$ 25.92	\$ 26.41	\$ 27.32
SAFETY & TRAINING SPECIALIST	\$ 29.77	\$ 30.28	\$ 30.82	\$ 32.05
MAINTENANCE DEPARTMENT				
MAINTENANCE	\$ 24.40	\$ 24.84	\$ 25.31	\$ 26.19
CUSTODIAL DEPARTMENT				
REGULAR CUSTODIAN	\$ 20.42	\$ 20.78	\$ 21.16	\$ 21.91
ELEMENTARY HEAD CUSTODIAN	\$ 22.27	\$ 22.67	\$ 23.09	\$ 23.89
NIGHT LEAD CUSTODIAN	\$ 22.69	\$ 23.10	\$ 23.51	\$ 24.35
MIDDLE SCHOOL HEAD CUSTODIAN	\$ 23.11	\$ 23.51	\$ 23.95	\$ 24.78
HIGH SCHOOL HEAD CUSTODIAN	\$ 23.87	\$ 24.29	\$ 24.75	\$ 25.61

INCREASE = GREATER OF 2.5% OR STATE COLA (TABLE REFLECTS 2.5%)

APPENDIX B

WHAT DOES "JUST CAUSE" MEAN?

The concept of "just cause" (mentioned in Section 3.3.2) requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators have articulated many definitions and explanations of "just cause" over the years, including, but not limited to the following tests:

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

APPENDIX C

WHAT IS THE "WEINGARTEN RIGHT"?

The 'Weingarten right' (mentioned in Section 3.3.2) requires that an employee be given the opportunity to have union representation at an employer's investigatory interview pertaining to the discipline, discharge or suspension of that employee. This rule recognizes that the presence of an able union representative at an investigatory interview may assist the employer in obtaining facts, and may help both sides save valuable time in getting to the bottom of the issue. This opportunity includes the following principles:

1. The employee must request union representation.
2. Rescheduling a meeting to permit a union representative to be present may be appropriate, but the unavailability of a union representative may not unreasonably delay the investigation.
3. The right applies to situations where the employee reasonably believes the investigation will result in disciplinary action. This right does not pertain to "run-of-the-mill-shop-floor conversations" including but not limited to giving instructions, training or needed correction of work techniques.
4. The union representative's role is to assist the employee, not to disrupt or obstruct the interview. The representative's role may include clarifying facts or suggesting other employees with relevant knowledge.

If an employee requests union representation, the employer may decide to continue the investigation without interviewing the employee. The employer is not required to justify this decision.

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

APPENDIX D

WHAT IS THE "LOUDERMILL RIGHT"?

The "Loudermill right" (mentioned in Section 3.3.4) is a constitutional right to fundamental fairness in proceedings relating to the discharge of public employees. The Loudermill right requires that public employees who have a property interest in continued employment be afforded the following elements of due process prior to a termination decision:

1. A clear and actual notice of the reasons for termination in sufficient detail to enable the employee to present evidence relating to them.
2. Notice of the evidence supporting the allegations against the employee and the specific nature and factual basis for the charges.
3. A reasonable time and opportunity to present evidence in the employee's own defense.

A formal or informal hearing before an impartial decision maker.

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

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

APPENDIX E

**TUKWILA SCHOOL DISTRICT/SEIU LOCAL 925
EMPLOYEE ASSISTANCE REQUEST (EAR) FORM**

EMPLOYEE NAME:

LOCATION:

NATURE OF CONCERN: (State any information related to your concern, recommendation or question including date, time, parties involved, information needed, etc.) List below or attach a sheet providing the information.

SUPERVISOR RESPONSE:

Supervisor Signature

Date

RECORD OF ACTION:

This action/information satisfies my request/concern.

This action/information does not satisfy my request/concern and I will be submitting this issue to the formal grievance process.

Employee Signature

Date

Letter of Agreement

The Union and the District agree that the District will provide training to administrators regarding the distribution of appropriate Information to SEIU bargaining unit members with a legitimate educational Interest in order to meet the specialized needs of students and maximize the safety of staff. When the building administrator is notified of a special needs student whose behavior could affect the safety of staff, he/she will provide the Lead Cook and the Head Custodian in the building with the name of that student and the student's schedule. The Lead Cook and Head Custodian agree to keep the Information confidential, sharing it only when necessary to alert staff or substitutes who may have a possibility of being within close physical proximity of the student.

The parties agree to address all Issues relating to this communication In the Labor Management Committee.

Board of Directors

(as of December, 2017)

Jan Bolerjack

William Gillispie

David Larson

Edna Morris

Tracy Russell

Interim Superintendent

Judith Berry, Ph.D.

The Tukwila School District #406 complies with all federal rules and regulations and does not discriminate on the basis of age, race, color, religion, national origin, sex, sexual orientation, or disability in employment, educational or extracurricular programs or otherwise. Inquiries regarding compliance or complaint procedures may be directed to the school district's Title IX Compliance Officer:

Dr. T.C. Wallace, Acting Executive Director of Human Resources & Labor Relations

Tukwila School District No. 406

4640 S 144th Street

Tukwila, WA 98168

206.901.8005

wallacet@tukwila.wednet.edu

or Section 504/ADA/RCW 28A.640 Compliance Officer:

Gayle Wilson, Director of Special Education

Tukwila School District No. 406

4640 S 144th Street

Tukwila, WA 98168

206.901.8035

wilsong@tukwila.wednet.edu