

COLLECTIVE BARGAINING AGREEMENT BETWEEN

TUMWATER SCHOOL DISTRICT #33

AND

TUMWATER UNITED PSE CHAPTER #526

SEPTEMBER 1, 2021 - AUGUST 31, 2022



Public School Employees of Washington / SEIU Local 1948

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1 **PREAMBLE**

2
3 This Agreement is made and entered into between Tumwater School District #33 (hereinafter
4 "District") and the Tumwater United PSE Chapter #526, an affiliate of Public School Employees of
5 Washington / SEIU 1948 (hereinafter "Union").
6

7 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations
8 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the
9 parties agree as follows:
10

11 **ARTICLE I**

12 **RECOGNITION AND COVERAGE OF AGREEMENT**

13 **Section 1.1.**

14
15 The District recognizes the Union as the exclusive bargaining representative and guarantees the employees
16 and the Tumwater United PSE Chapter the right to be represented by officials of the chapter and/or
17 officials of the Public School Employees of Washington / SEIU Local 1948 in all employment relations
18 with the District, for all employees in the bargaining unit described in Section 1.4, and the Union
19 recognizes the responsibility of representing the interests of all such employees.
20
21
22

23 **Section 1.2.**

24
25 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as
26 supervisor, deputy, administrative assistant or secretary, necessarily imply a confidential relationship to
27 the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).
28

29 **Section 1.3.**

30 The District will provide the Union with complete job descriptions for all employees subject to this
31 Agreement. Said job descriptions may be amended, changed or added to by the District with such
32 amendments, changes and additions being forwarded to the Union. Prior to the posting of the newly
33 created or modified positions in the Union, the District will consult with the Union for the purpose of
34 Union input on job descriptions and reaching an agreement on the proposed salary placement with regard
35 to the newly created position(s).
36

37 **Section 1.4.**

38 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the
39 following general job classifications:
40

- 41 Bus Driver
- 42 Dispatcher
- 43 Transportation Router
- 44 Food Service
- 45 Support Services Technician
- 46 Mechanic
- 47 Custodial – Warehouse
- 48 Skilled Grounds



1 Skilled Maintenance

2
3 Should a Dispatcher decide to become a Driver prior to September 1, 2022 they shall be afforded all
4 seniority rights under the Bus Driver classification.

5
6 Those excluded are the Supervisors of Building and Grounds, Food Service, and Transportation.

7
8 **Section 1.5. Temporary Employees.**

9 If the District knows in advance that a need exists for a temporary position lasting sixty (60) days or more,
10 usually as a leave replacement or as a newly created position for a specific duration, the position will be
11 posted in the District for at least five (5) days.

12
13 The following will apply:

- 14 1. Current employees may apply for such positions.
- 15 2. Seniority bypass will apply.
- 16 3. Pay rates and benefits will be commensurate with the position posted.
- 17 4. Seniority will continue to accrue in the job title of record.
- 18 5. The vacancy created by assignment of a permanent employee to the temporary position will be
19 filled with a sub.

20
21 If there are no qualified permanent applicants, the district will assign a substitute. The substitute will be
22 paid the appropriate union wage and insurance benefits generated by the duration of the position.

23
24 When the District does not know in advance that a vacancy will last sixty (60) days, but a substitute is
25 assigned to the same position and works in the District for sixty (60) consecutive days without an
26 unauthorized leave, the substitute will become eligible for the appropriate union wage and insurance
27 benefits on the sixty-first (61st) day. Such pay rate and insurance benefits will continue thereafter for as
28 long as he/she remains regularly assigned to the position.

29
30 In no case will the substitute generate seniority while assigned to a temporary position, however days
31 worked will continue to accumulate for steps on the salary schedule.

32
33
34
35 **ARTICLE II**

36
37 **RIGHTS OF THE EMPLOYER**

38
39 **Section 2.1.**

40 It is agreed that the customary and usual rights, powers, functions, and authority of management are vested
41 in the Board and management officials of the District. Included but not limited to these rights, in
42 accordance with and subject to applicable laws, regulations and the provisions of this Agreement, are to
43 direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the
44 right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to
45 release employees from duties because of lack of work or for other legitimate reasons. The District shall
46 retain the right to maintain efficiency of the District operation by determining the methods, the means, and
47 the personnel by which operations undertaken by the employees in the unit are to be conducted.



1
2
3 **Section 2.2.**

4 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
5 District. In making rules and regulations relating to personnel policies, procedures and practices, and
6 matters of working conditions, the District shall give due regard and consideration to the rights of the
7 Union and the employees and to the obligations imposed by this Agreement.
8
9
10

11 **ARTICLE III**

12 **RIGHTS OF EMPLOYEES**
13
14

15 **Section 3.1.**

16 It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise
17 of the right, freely and without fear of penalty or reprisal, to join and assist the Union. The freedom of
18 such employees to assist the Union shall be recognized as extending to participation in the management of
19 the Union, including presentation of the views of the Union to the Board of Directors of the District or any
20 other governmental body, group, or individual. The District shall take whatever action required or refrain
21 from such action in order to assure employees that no interference, restraint, coercion, or discrimination is
22 allowed within the District to encourage or discourage membership in any employee organization.
23

24 **Section 3.2.**

25 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
26 Union representatives and/or appropriate officials of the District.
27

28 **Section 3.3.**

29 Employees subject to this Agreement have the right to have Union representatives at disciplinary
30 discussions including investigatory interviews that could reasonably lead to disciplinary action against
31 them, and grievance meetings between themselves and supervisors or other representatives of the District.
32

33 **Section 3.4.**

34 The District and the Union agree that there shall be no discrimination against any employee for
35 employment in the District nor for membership in the Union because of age, national origin, race, sex,
36 color, religion, marital status, or presence of sensory, physical, or mental disability not constituting a bona
37 fide occupational qualification.
38

39 **Section 3.5.**

40 Employees or former employees shall, upon request, have the right to inspect all contents of their complete
41 official personnel file kept within the District Central Administrative Office. All performance-related
42 documents shall be submitted to the employee prior to insertion in the official personnel file and the
43 employee shall have the right to attach his/her own written comments. Upon request, a copy, at District
44 expense, of any documents contained therein shall be afforded the employee. Employees shall have the
45 right to request on a case-by-case basis the removal of material contained in the official personnel file. No
46 secret, duplicate, alternate or other personnel file shall be kept in the District; however, the Union
47 recognizes that working files properly exist. Any documentation in a working file may be reviewed by the

1 employee involved after scheduling a meeting for that purpose. Any documentation noted in any working
2 file directly relating to disciplinary action against an employee shall be called to the attention of the
3
4 employee within fifteen (15) working days after its notation/inclusion and the employee shall have the
5 right to attach his/her own written comments. Material contained in a working file shall, at the request of
6 the employee or the Union, be removed and discarded from the working file after one (1) calendar year.
7 Any materials not discarded after one (1) calendar year will be considered expired and therefore will not
8 be used for disciplinary or corrective action purposes
9

10 **Section 3.6. Evaluations.**

11 Each employee's performance shall be evaluated not less than annually. If an employee did not receive a
12 formal evaluation for a school year, he/she shall be considered as having received a satisfactory evaluation
13 for that year. The evaluation form to be used will be prepared by the District and be reviewed by the
14 Union in Article VI. The form shall include the following statement, "Signing the evaluation shall
15 indicate only that the employee has seen the evaluation and does not necessarily indicate that the employee
16 agrees with the content of the evaluation."
17
18
19

20 **ARTICLE I V**

21 **RIGHTS OF THE UNION**
22
23

24 **Section 4.1.**

25 The Union has the right and responsibility to represent the interests of all employees in the unit; to present
26 its views to the District on matters of concern, either orally or in writing; to consult or to be consulted with
27 respect to the formulation, development, and implementation of industrial relations matters and practices
28 which are within the authority of the District; and to enter collective negotiations with the object of
29 reaching an agreement applicable to all employees within the bargaining unit.
30

31 **Section 4.2.**

32 The Union shall promptly be notified by the District of any grievances or disciplinary actions of any
33 employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure Articles
34 contained herein. The Union is entitled to have an observer at hearings conducted by any District official
35 or body arising out of grievance and to make known the Union's views concerning the case.
36

37 **Section 4.3.**

38 The names, addresses, work assignments and salary information of employees in the respective
39 classifications will be provided annually on approximately October 1 to the Union President. Updates
40 shall be provided quarterly upon request of the Union President.
41

42 **Section 4.4.**

43 The Tumwater President of the local PSE chapter and designated representatives will be provided time off
44 not to exceed seven (7) days (total) to attend regional or state union meetings. At least a one (1) week
45 notice in advance is required and the Union will pay for qualified substitutes directly related to these
46 absences.
47

1 **Section 4.5.**

2 The Union shall be allowed to contact new employees through the intra-district mail service
3 concerning joining the Union. The District will provide union membership materials at all new
4 employee orientations. The Union President shall be provided with copies of School Board Minutes.
5

6 **Section 4.6.**

7 The Union shall have reasonable use of the District’s inter-building mail service and District authorized
8 mailboxes, District e-mail and electronic communications resources; provided such use is consistent with
9 law and District policy.
10

11 **Section 4.7. Use of District Facilities.**

12 In order to further constructive labor relations in the District, the Union shall have the right to use District
13 buildings for meetings and to transact official business so long as such use is consistent with law, District
14 Policy and this Agreement.
15

16 **Section 4.8. Union Access/ESB 6229.**

17 The District will provide the Union access to new employees within thirty (30) days of hire to the
18 bargaining unit. The District will provide a maximum of thirty (30) minutes paid time to the new
19 employee only, to attend a presentation about their exclusive bargaining representative. The access may
20 occur during new employee orientation, or at the employee’s worksite during the employee’s regular
21 workday, or at a location mutually agreed upon by the employer and the bargaining representative. No
22 employee will be mandated to attend the meetings or presentation.
23

24 The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in
25 writing to the Union by the employee. Upon receiving an authorization, the employer will start deductions
26 for the new members for the next available payroll period, according to the usual administrative cycle. The
27 Union will refund any amount of dues that are paid to it in error.
28

29 **Section 4.9.**

30 Union Representative/s (or their designee) shall be entitled to paid release time for meetings and
31 grievances scheduled by the District during working hours.
32

33 **Section 4.10.**

34 All employees shall be in a paid status for issues of mutual interest ie: bargaining, grievances,
35 investigatory meetings, and the like, should said issue/meeting take place during normal District business
36 hours.
37

38
39
40 **ARTICLE V**
41

42 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**
43

44 **Section 5.1.**

45 If any significant reduction in the bargaining unit work force is being contemplated, the District shall meet
46 and confer with the Union as to the necessity for and the manner of the reduction in force prior to the
47 implementation of the reduction.
48



1
2
3
4
5 **ARTICLE VI**
6

7 **UNION - MANAGEMENT RELATIONS**
8

9 **Section 6.1.**

10 The purpose of this Article is to establish an orderly procedure for the review of matters appropriate for
11 discussion between the parties, giving consideration to mutual problems relating to the employees in the
12 bargaining unit, by bringing attention to causes or conditions which could bring about grievances and
13 misunderstandings. In addition, the parties may discuss or recommend items for improved working
14 conditions. Meetings of this nature will occur with the Superintendent or designee on a mutually
15 scheduled basis.
16

17 **Section 6.2.**

18 The Union shall designate a representative from every classification plus the president to meet with the
19 Superintendent and/or the Superintendent's designee as needed to discuss matters of mutual interest at
20 times agreeable to both parties.
21

22 **Section 6.3.**

23 Participants in the meetings will be authorized time off with pay, not to exceed actual time missed.
24

25 **Section 6.4.**

26 Union Representative/s (or their designee) shall be entitled to paid release time for meetings and
27 grievances scheduled by the District during working hours.
28

29 **Section 6.5.**

30 All employees shall be in a paid status for issues of mutual interest (i.e.: bargaining, grievances,
31 investigatory meetings, etc.) and the like, should said issue/meeting take place during normal District
32 business hours.
33
34
35

36 **ARTICLE VII – A**

37 **HOURS OF WORK AND OVERTIME**

38 **BUS DRIVER – DISPATCHER**
39 **(LESS THAN 260 DAY CALENDAR)**
40
41
42

43 **Section 7.A.1.**

44 Because of the peculiar nature of school transportation, and the inherent problems of scheduling, no set
45 number of hours can be considered as normal. The parties agree that all assignments shall be established
46 by the Transportation Supervisor or designee.
47

1 **Section 7.A.2.**

2 The driving time for assignments is determined by the Transportation Supervisor or designee and shall be
3 adequate to perform the duties required for safe operation of District vehicles. Any driver with one (1)
4 hour or less between any Preschool, Elementary or Secondary run will remain on the clock. Extra time
5 may be allowed for unusual or emergency situations beyond the driver's control, but not to exceed the
6 additional time actually required. Pay for such extra time will be authorized by the Transportation
7 Supervisor or designee.

8
9 **Section 7.A.3.**

10 The Union seeks to assure that employees not be arbitrarily denied the opportunity to work; therefore, as
11 long as the District operates on a traditional one hundred and eighty (180) day student calendar, the
12 District agrees that all drivers will be offered one hundred and eighty (180) days of work. Alternate work
13 will be provided for make-up days. These work years will not be shortened due to interruption in
14 employment caused by road closures. For emergencies other than road closures, a five (5) day limit may
15 be considered at an emergency Article VI meeting.

16
17 **Section 7.A.3.1.**

18 The normal workweek shall consist of student school days.

19
20 **Section 7.A.4.**

21 As used in this contract, the term assignment shall mean: A combination of regularly scheduled routes
22 consisting of AM and PM elementary, secondary, preschool and shuttles, special education and activity
23 routes established as a work package. As part of this package, each driver shall receive forty-five (45)
24 minutes per day for duties associated with bus checkout, gassing/fueling, warm-up, interior cleaning,
25 safety, and other required equipment (such as Zonar). A driver assigned a mid-day run shall receive an
26 additional twenty (20) minutes for such activities. For this purpose, Extra Trips are not considered
27 assignments.

28
29 **Section 7.A.4.1.**

30 Drivers can bid into overtime for any additional work in the following manner – drivers who are in
31 straight time may bid first by seniority and drivers who are in overtime may bid if no straight time
32 drivers are available.

33
34 **Section 7.A.5.**

35 The following procedures will be utilized prior to the start of school to determine route packages.

36
37 **Section 7.A.5.1.**

38 Regular elementary and secondary morning and afternoon routes will be bid by seniority according
39 to the anticipated route schedule announced by the District.

40
41 **Section 7.A.5.2.**

42 Midday routes will be bid separately by seniority under operational practices in effect at the time of
43 execution of this contract according to the anticipated route schedule announced by the District
44 subject to:

45
46 **Section 7.A.5.2.1.**

47 Drivers cannot bid schedule combinations that have time conflicts.

1 **Section 7.A.5.2.2.**

2 Un-bid routes will be assigned by the District in inverse order of seniority.

3
4
5
6 **Section 7.A.6.**

7 The District will give notice to the Union prior to August 1 of any year if it anticipates a change of
8 operational practices affecting assignment of midday routes.

9
10 **Section 7.A.7.**

11 For each school year, regularly scheduled routes shall be established by the Transportation Supervisor and
12 posted to the District website at least three (3) days prior to bidding. In addition to regular routes, two (2)
13 reserve contracts of five hours and thirty six minutes (5:36) shall be created. Routes shall be selected by
14 drivers in accordance with seniority prior to the beginning of the school year based on estimated inclusive
15 times of the routes. The District will ensure that the times on the regular routes selected in accordance
16 with the foregoing will not be changed, except as provided for in this section. No bumping or changes in
17 drivers from one route to another shall be made during September. An opportunity to rebid by seniority
18 for realigned routes shall be made available on the first working day in October.

19
20 For the purpose of October realignment only, realignment means a change in the daily average driving
21 time of fifteen (15) minutes or more. For example, seventy five (75) minutes (fifteen (15) minutes per day)
22 is the weekly target for realignment purposes: take the Driver's added time, divide it by five (5), and if this
23 equals more than fifteen (15), their route will be realigned. For those working four (4) days a week (sixty
24 (60) minutes being the target), take the Driver's added time, divide it by four (4), and if this equals more
25 than fifteen (15), their route will be realigned.

26
27 During the remainder of the school year, all new or open routes, and realigned routes with a change in the
28 weekly average driving time of one (1) hour or more, shall be posted for bid for at least five (5) work days.
29 Such route shall be posted at the time it occurs for bid by seniority among those drivers whose weekly
30 average driving time would be changed by fifteen (15) or more minutes if awarded said route. Route
31 postings will be filled in an unpaid bid meeting after posting of at least five (5) workdays. The District
32 agrees to pilot that drivers may bid by proxy through June 2022. The initial route vacancy and all
33 subsequent vacancies will be filled at the same meeting. Drivers must be present to bid unless on District
34 business or approved leave in which case they may bid by written/telephone/ZOOM proxy. Any route
35 changes shall take place within five (5) working days following the awarding of the bid, provided,
36 however, that a driver shall be awarded only one (1) bid per set of related vacancies.

37
38 **Section 7.A.8. Regular Trips, Late Posting Trips, Emergency Trips, Mid-Day Substitution.**

39
40 **Section 7.A.8.1.**

41 Rotation rosters for regular trips, late posting trips, emergency trips, and midday driving
42 substitutions shall be mutually agreed upon and maintained for all drivers. The rosters will be
43 maintained and arranged by the seniority of drivers and in accordance to mutually agreed upon
44 procedures. Rotating rosters are available for all employees upon request.

45
46 **Section 7.A.8.2.**

47 Bidding and assignment will be in accordance with the official transportation department
48 procedures which will be mutually agreed between the District and the Union. Annually, prior

1 to June 1, representatives of the Union and the District will meet to review and reaffirm the
2 procedures. At that time any necessary amendments will be made. No changes in the
3 procedures will be made without mutual agreement. Changes to the procedures may only be
4 made after official Union and District approval.

5
6 The procedures in effect at the date of this contract are attached. It is the intent of the parties that
7 these procedures be of a binding nature as if they were in the contract.
8

9 **Section 7.A.8.3.**

10 Drivers shall have the right to drop part or all of their regular routes to accept a regular trip, late
11 posting trip or emergency trip for that day. The daily route time and date dropped must coincide
12 with the time and date of the regular trip, late posting trip or emergency trip.
13

14 **Section 7.A.8.4.**

15 A straight rotation roster for trips shall be maintained with no exceptions. When a trip cannot be
16 taken, the driver's name shall rotate to the bottom of the rotation roster. If a driver who bid on and
17 was awarded the trip is unable to do the trip, the driver will be bypassed for one (1) rotation of the
18 roster.
19

20 **Section 7A.8.4.1.**

21 Drivers may bid trips which could result in exceeding forty (40) hours per week. A driver
22 may not bid on a trip or combination of trips which would exceed FMCSA maximum
23 hours.
24

25 **Section 7.A.8.4.2.**

26 Reserve drivers may only bid on trips on non-school days.
27

28 **Section 7.A.8.5.**

29 Trip confirmations are to be dated as they are received in the Transportation Office. Trips shall be
30 awarded to the driver whose name appears on the top of the applicable rotation roster.
31

32 **Section 7.A.8.6.**

33 Overnight trips will be compensated for at not less than ten (10) hours pay for each night involved;
34 however, employees will be paid for all hours driven in excess of ten (10) hours. Meals and
35 lodging for overnight trips shall be paid on the basis of reasonable rates established by the District
36 in accordance with market conditions. The Transportation Supervisor or designee will notify
37 drivers in advance regarding meal and lodging allowances.
38

39 **Section 7.A.8.7.**

40 If an extra trip should be canceled without notice to the driver, his/her name shall be returned to the
41 top of the rotation roster. If the driver loses all or a portion of his/her daily assigned time, the
42 driver will be paid for two (2) hours or the time lost from the daily assigned time, whichever is
43 greater.
44

45 **Section 7.A.8.8.**

46 It is understood that all Tumwater School District sponsored activity/athletic/field trip requests will
47 require sufficient notice and be processed through the Transportation Department Office and the
48 transportation supervisor. In the event that the Transportation Office cannot accommodate a bus

1 request due to a lack of buses or drivers, the District may pursue alternate means of transportation.
2 The alternate means of transportation may include but not be limited to the use of other local
3 districts' transportation services or a District approved charter/coach style service.
4

5 For student, staff and vehicle safety, it is preferred that students are transported in busses.
6 However, in the event an activity/athletic/field trip can be fully accommodated with one (1) van,
7 the District may elect to transport without a TSD bus driver and bus. All trips requiring more
8 passenger space than one (1) van require a TSD bus driver and bus.
9

10 In addition, for trips to eastern Washington, Idaho and other states or locations of similar distance,
11 the District may charter coach style buses on the following basis:
12

- 13 1. Music or other activities – A trip is defined per event per school, with a maximum of
14 four (4) total District trips allowed per year. The number of buses chartered for such
15 event is determined by the number of participants. In the case where schools combine
16 students and only use one (1) charter bus, this will be considered one (1) event.
- 17 2. Athletics – Trips will be allowed for post season only with the location parameters
18 stated above.
19

20 **Section 7.A.8.8.1.**

21 Van drivers driving students to and from school must be employed by the TSD
22 Transportation Department and be OSPI certified. Extra-curricular requires a Type 2
23 certification.
24

25 **Section 7.A.9. Overtime.**

26 Transportation employees shall be paid one and one-half (1½) times their appropriate base hourly rate for
27 all authorized hours worked in excess of forty (40) hours per week. (Note: "Week" is defined as the
28 period from 12.00 a.m. Sunday through 11:59 p.m. the following Saturday.)
29

30 **Section 7.A.10. Meetings.**

31 Employee attendance at strategic plan site teams/planning meetings will be compensated at regular hourly
32 rate for length of meeting.
33

34 Staff meetings, conferences, classes, and in-service programs scheduled outside regular driving
35 assignments will be paid at the regular hourly rate for all time in attendance, with a minimum of one (1)
36 hour.
37

38 **Section 7.A.11. Call Out.**

39 If an extra trip assignment has been canceled by the District and the District has not made a reasonable
40 attempt to notify drivers, any driver arriving for duty shall be paid two (2) hours call out time at the
41 current base hourly rate. In general no employee will be required to respond to a work call when they are
42 off duty. If an employee responds to a work call between the off-duty hours of 5:00 p.m. and 6:00 a.m.
43 they will be paid a minimum of fifteen (15) minutes for any call which is taken and results in work related
44 action or decision making. Robocalls or other automatic notifications from the District are excluded from
45 this section.
46

47 **Section 7.A.12. County and/or City Road Closure Process.**
48

1 **Section 7.A.12.1. Partial Road Closures.**

- 2 A. Drivers whose assigned routes are not affected by road closures will drive their route or any
3 parts thereof.
4
5 B. Drivers whose routes are totally affected will be assigned, in order of seniority, to traffic
6 control and/or other work. Length of assignment times will be based on seniority
7 beginning with the longest assignment time.
8
9 C. In cases of absence of a driver whose route is running and whose hours exceed the hours
10 for other work assignments, said route(s) will be filled by seniority among drivers whose
11 hours would be improved by said route.

12 **Section 7.A.12.2. Total Road Closures.**

13 In cases of total road closures and no regular route(s) are allowed to run, assignments for traffic
14 control and/or other work will be assigned in order of seniority beginning with the longest
15 assignment.
16

17 **Section 7.A.12.3. Substitutions.**

- 18 A. Route subs, traffic control subs, and other work assignments subs will be selected in order
19 of seniority among those drivers without an assignment.
20 EXCEPTION: See Section 7.A.13.1 above.
21 B. If drivers on route assignment have their route canceled during the road closures, then, by
22 seniority, those drivers will be first called subs for any assignment available.
23 EXCEPTION: See Section 7.A.13.1. above.
24

25 **Section 7.A.12.4. Timeline for Notification.**

- 26 A. The District will attempt to notify all drivers involved in partial and/or total road closures
27 immediately upon notification or as soon thereafter as possible.
28 B. By November 1, the Transportation Department will post those routes that will be affected
29 by partial or total closures. Additionally, a posting will be made by seniority of the traffic
30 control and/or other work assignments. It will be the employee's responsibility to confirm
31 their assignment with the Transportation Office.
32

33 (**Note:** Be advised that due to unforeseen emergencies, the foregoing scheduling can be subject to change to
34 meet the needs of the District. If the emergency clears, the outlined road closure process will be reinstated.)
35

- 36 C. Accepting traffic control and/or other work is not required. (Refusing work may void
37 unemployment compensation rights.) An opportunity to accept these assignments will be
38 available only on in-service day at the beginning of each school year or at the time of
39 employment should that occur after the beginning of school. Once a driver has accepted,
40 the District will consider the acceptance as binding for the remainder of that school year.
41

42 **Section 7.A.12.5. Number of Assignments (Non-Driving).**

- 43 A. Assignments will be made to traffic control first.
44 B. It is understood that there will be other work offered when traffic control is not offered.
45 C. The District cannot guarantee work for every driver during partial and/or total road
46 closures.
47

1 **Section 7.A.13.**

2 It is mutually agreed and understood that the Transportation Supervisor may temporarily assign employees
3 to perform work in the transportation office, either as substitutes for regular employees, to assist with
4 temporary workload, or for light duty under Worker’s Compensation.

5
6 Employees interested in temporary work assignment in the Transportation Office will sign a letter of
7 interest with qualifications and background. The District will provide training and orientation to interested
8 employees. The employee’s training time will be paid.

9
10 Employees who complete the training shall be called on a rotating basis to the extent feasible, provided
11 that light duty assignments may be given precedence and project work may be assigned based on
12 specialized skills or for a fixed duration at the Supervisor’s discretion.

13
14 When light duty work under Workers’ Compensation is assigned in the Transportation Office, the
15 experience gained shall not be taken into consideration for open positions in the Transportation Office.

16
17 **Section 7.A.14.**

18 A. Safe Working Conditions.

19 Employees are encouraged to report safety and health concerns to their immediate
20 supervisor promptly, whether the concern relates to people or facilities. If the employee
21 does not feel supported at this level, the concern should be raised with the classification
22 Administrator and/or the Director of Human Resources. The District will comply with
23 RCW 28A.320.125 and WAC 296-800-12005 General Safety and Health Standards.

24
25 B. Violence, intimidation, and threats by the public: RCW 28A.635.100.

26 (1) It shall be unlawful for any person, singly or in concert with others, to intimidate by
27 threat of force or violence any administrator, teacher, classified employee, or student of any
28 common school who is in the peaceful discharge or conduct of his or her duties or studies.

29
30 (2) The District agrees to take seriously all claims of threats against employees and will
31 investigate appropriately, including collaboration with local law enforcement. All claims
32 of threats should be brought to the attention of a Supervisor or Human Resource
33 Representative immediately.

34
35
36 **ARTICLE VII – B**

37
38 **HOURS OF WORK AND OVERTIME**

39
40 **CUSTODIAL-WAREHOUSE, SKILLED GROUNDS, MECHANIC, SKILLED MAINTENANCE,**
41 **TRANSPORTATION TECHNICIAN, SUPPORT SERVICES TECHNICIAN**
42 **(260 DAY CALENDAR)**

43
44 **Section 7.B.1.**

45 Each employee shall be assigned to a definite shift with designated times of beginning and ending. The
46 normal workweek shall be five (5) eight (8) hour shifts. The District shall retain the sole right to schedule

1 the work shifts. Except when emergency situations prevail, employees shall be given adequate notice of
2 the District's intent to change their work shifts.

3
4 The regular workweek will be Monday through Friday. Should the District decide to implement a
5 different workweek for a position, they will seek volunteers prior to assigning.

6
7 **Section 7.B.2. Shift, Call-Outs.**

8 The employee's shift begins at the time and location designated by the District and ends at the conclusion
9 of the number of hours the employee is scheduled to work, lunch time not included. The District will not
10 schedule split shifts. If an employee is called back to work, other than immediately before or after his/her
11 assigned shift, the employee shall receive not less than two (2) hours pay at the overtime rate. If such a
12 call back is between 10:00 p.m. and 5:00 a.m., the employee shall receive not less than three and one half
13 (3½) hours pay at the overtime rate. Overtime will start at the time the phone call is answered. Voluntary
14 work on Saturday or Sunday is not considered a call back. In general no employee will be required to
15 respond to work call when they are off duty. If an employee responds to a work call between the off-duty
16 hours of 5:00 p.m. and 6:00 a.m. they will be paid a minimum of fifteen (15) minutes for any call which is
17 taken and results in work related action or decision making. Robocalls or other automatic notifications
18 from the District are excluded from this section.

19
20 **Section 7.B.3.**

21 Any work over eight (8) hours per day or forty (40) hours per week shall be compensated at the rate of
22 time and one half (1½) of the employee's regular rate of pay. Scheduled overtime assignments will be a
23 minimum of one (1) hour per assignment. For purposes of overtime rate entitlement, paid holiday hours
24 shall be considered as hours worked. In years when non-work, non-paid days (261st/262nd days) are
25 designated in the work year calendar, non-work, non-paid hours shall be considered as hours worked for
26 the purposes of overtime rate entitlement. The 261st day, or non-work, non-paid day, shall be assigned to
27 the Tuesday after Presidents Day, providing it is a non-school day. The 262nd day shall be assigned as
28 agreed.

29
30 **Section 7.B.3.1.**

31 When an employee accepts an assignment on Saturday or Sunday, the employee shall be
32 compensated at one and one quarter (1¼) times their regular hourly rate unless such assignment
33 exceeds the guidelines for overtime above.

34
35 **Section 7.B.4.**

36 Employees assigned a shift beginning at 2:00 p.m. or later for the contract year shall receive a shift
37 differential per Schedule A. Shift differentials shall remain in effect for district directed shift changes
38 during winter, mid-winter, spring and summer breaks.

39
40
41
42 **ARTICLE VII – C**

43
44 **HOURS OF WORK AND OVERTIME**

45
46 **FOOD SERVICE**

1 **Section 7.C.1.**

2 The normal hours of employment for food service will be determined by the District and shall be adequate
3 to perform duties required, with adjustments as necessary, dependent upon the District's daily food service
4 needs. The District will assign each employee regular shift and duty-free uncompensated lunch periods.
5 Prior to the start of each school year, employees shall have the opportunity to waive, in writing, lunch
6 periods for the entire school year.
7

8 **Section 7.C.2.**

9 The normal workweek shall consist of student school days.
10

11 **Section 7.C.3.**

12 Required employee staff meetings called at off-shift hours will be compensated as follows:

- 13 (1) meetings scheduled immediately following a shift will be paid at the regular rate of pay for
14 actual time worked;
- 15 (2) meetings not scheduled immediately following a shift will be paid at the regular rate of pay for
16 actual time worked with a minimum of one (1) hour pay.
17

18 In general no employee will be required to respond to work call when they are off duty. If an employee
19 responds to a work call between the off-duty hours of 5:00 p.m. and 6:00 a.m. they will be paid a
20 minimum of fifteen (15) minutes for any call which is taken and results in work related action or decision
21 making.
22

23 If a partial or full school day has been canceled by the District any employee arriving for duty due to lack
24 of timely notification shall be paid two (2) hours call out time at the current base hourly rate.
25

26 Robocalls or other automatic notifications from the District are excluded from this section.
27

28 **Section 7.C.4.**

29 All previously authorized hours worked in excess of forty (40) hours per week shall be compensated at
30 one and one-half (1½) times the appropriate rate.
31

32 **Section 7.C.4.1.**

33 All authorized hours worked in excess of regularly scheduled shift hours but not forty (40) hours
34 per week will be compensated at the regular rate.
35

36 **Section 7.C.5.**

37 Cooks hired prior to September 1, 1998 shall be guaranteed a minimum regular daily scheduled shift of six
38 (6) hours per day. Accordingly, the Union and District agreed to attach a list of grandpersoned employees
39 to the Agreement. Should a food service employee have their hours reduced, they will have the right to
40 bump the most junior food service employee in the same job title with the same or fewer daily hours.
41
42
43

44 **ARTICLE VII – D**

45 **HOURS OF WORK AND OVERTIME**

46 **SUPPORT SERVICES TECHNICIAN, CUSTODIAL-WAREHOUSE AND DISPATCHER**
47
48



1 (LESS THAN 260 DAY BUT GREATER THAN SCHOOL YEAR CALENDAR)
2

3 **Section 7.D.1.**

4 The normal hours of employment will be determined by the District and shall be adequate to perform
5 duties required, with adjustments as necessary, dependent upon the District's needs. The District will
6 assign each employee regular shift and duty-free uncompensated lunch periods.
7

8 **Section 7.D.2.**

9 The normal work year shall consist of student school days. Additional work days shall be as follows:

10
11 Support Services Technician, Warehouse and Dispatcher: twenty (20) additional days split between before
12 and after school as determined by the Supervisor.
13

14 School Year Custodian: six (6) additional days prior to the start of the school year (186 work days).
15 Position is assigned to Buildings and Grounds and the worksite is directed by Buildings and Grounds
16 Supervisor based on need.
17

18 **Section 7.D.3.**

19 Required employee staff meetings called at off-shift hours will be compensated as follows:

- 20
21 (1) meetings scheduled immediately following a shift will be paid at the regular rate of pay for
22 actual time worked;
23 (2) meetings not scheduled immediately following a shift will be paid at the regular rate of pay for
24 actual time worked with a minimum of one (1) hour pay.
25

26 In general, no employee will be required to respond to work calls when they are off duty. If an employee
27 responds to a work call between the off-duty hours of 5:00 p.m. and 6:00 a.m. they will be paid a
28 minimum of fifteen (15) minutes for any call which is taken and results in work related action or decision
29 making.
30

31 Robocalls or other automatic notifications from the District are excluded from this section.
32

33 **Section 7.D.4.**

34 All previously authorized hours worked in excess of forty (40) hours per week shall be compensated at
35 one and one-half (1½) times the appropriate rate.
36

37 **Section 7.D.4.1.**

38 All authorized hours worked in excess of regularly scheduled shift hours but not forty (40) hours
39 per week will be compensated at the regular rate.
40
41
42

43 **ARTICLE VII – E**

44 **VIDEO CAMERAS, AUDIO RECORDING, AND GPS UNITS**
45
46

1 **Section 7.E.1. Video Cameras, Audio Recording and GPS Units.**

2 The District and the Union agree that the purpose of video cameras, audio recordings and GPS units on
3 School District property is to provide Union members, in conjunction with the District, a tool to assist in
4 student management and safety; not to evaluate performance.

5
6 Video, audio and GPS may be used in the same manner as any other evidence in cases involving safety
7 concerns or allegations of employee misconduct. It shall not be used to monitor employee performance.
8 Video, audio and GPS evidence can be used to confirm or deny specific allegations that could result in
9 employee discipline. Employees may view video, audio and GPS upon request to their supervisor. Video,
10 audio and GPS will not be reviewed by non-supervisory employees unless it is an emergency situation,
11 part of training program of which the employee is aware, or to troubleshoot safety, security or mechanical
12 issues. Employees may view video, audio and GPS for student management issues as soon as practicable,
13 and not to exceed five (5) working days from request to supervisor. Staff, student or equipment emergency
14 safety concerns will be given priority and viewed within twenty four (24) hours. However, GPS may be
15 used by Dispatch and Router to correct route times, amend schedules and confirm or deny parental
16 concerns about children. Union members will be notified when video, audio and GPS is being reviewed.
17 Electronic discovery and/or monitoring may be used only retrospectively to investigate the accuracy of a
18 complaint or allegation, or to confirm or refute a defense against such complaint or allegation. Both the
19 District and the employee have the right to look back as far as they like for investigatory purposes.

20
21 Employees will be notified when audio surveillance and/or hidden cameras will be added to building
22 surveillance systems. If requested by the Union, the parties will meet at a mutually convenient time, or
23 times, to discuss the matter of video surveillance equipment/apparatus.

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26
27 **ARTICLE VIII – A**

28 **HOLIDAYS**

29 **BUS DRIVER**
30 **(LESS THAN 260 DAY CALENDAR)**

31
32
33
34 **Section 8.A.1.**

35 Members of the bargaining unit shall receive the following paid holidays:

- 36
37
- | | |
|---------------------------|-------------------------------|
| 1. New Year’s Day | 6. Thanksgiving Day |
| 2. Martin Luther King Day | 7. Day after Thanksgiving Day |
| 3. Presidents’ Day | 8. Day before Christmas Day |
| 4. Memorial Day | 9. Christmas Day |
| 5. Veterans’ Day | 10. Day after Christmas Day |
- 42

43 **Section 8.A.1.1. Unworked Holidays.**

44 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect
45 at the time the holidays occur. Employees who are on the active payroll on the holiday shall be
46 eligible for pay for such unworked holiday.



1 **Section 8.A.1.2. Worked Holidays.**

2 Employees who are required to work on a paid holiday shall receive double their regular rate of
3 pay.
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14 **ARTICLE VIII – B**

15 **HOLIDAYS AND VACATION**

16
17 **CUSTODIAL-WAREHOUSE, SKILLED GROUNDS, MECHANIC, SKILLED MAINTENANCE,
18 TRANSPORTATION TECHNICIAN, AND SUPPORT SERVICES TECHNICIAN
19 (260 DAY CALENDAR)**
20
21

22 **Section 8.B.1.**

23 Annual leave with pay shall be allowed to each regular employee (those employees not on probation) with
24 sixty (60) days continuous service at the rate of one (1) working day vacation leave credit for each month
25 of completed employment. During the sixty (60) days probationary period no annual leave with pay shall
26 be allowed; however, annual leave days shall accumulate at the above rate during this period and may be
27 used upon the employee gaining regular employment status up to twelve (12) days the first year. After
28 five (5) years of employment with the District, employees shall be entitled to fifteen (15) working days of
29 annual leave with pay per year, vesting on a monthly basis as indicated above. After ten (10) years of
30 employment, employees shall be entitled to twenty (20) working days of annual leave with pay vesting on
31 a monthly basis as indicated above. After fifteen (15) years of employment, employees shall be entitled to
32 twenty one (21) working days of annual leave with pay vesting on a monthly basis as indicated above.
33 After sixteen (16) years of employment, employees shall be entitled to twenty two (22) working days of
34 annual leave with pay vesting on a monthly basis as indicated above. After seventeen (17) years of
35 employment, employees shall be entitled to twenty three (23) working days of annual leave with pay
36 vesting on a monthly basis as indicated above. After eighteen (18) years of employment, employees shall
37 be entitled to twenty four (24) working days of annual leave with pay vesting on a monthly basis as
38 indicated above. After nineteen (19) years of employment, employees shall be entitled to twenty five (25)
39 working days of annual leave with pay vesting on a monthly basis as indicated above.
40

41 **Section 8.B.1.1.**

42 It is the expectation that an employee desiring to take annual leave with pay must request such
43 leave from his/her immediate supervisor at least three (3) business days prior to the first day of
44 vacation. In exceptional circumstances the site supervisor or designee may waive the notice
45 period. If the annual leave is denied due to the work load, any accrued annual leave with pay
46 shall be carried over to the next year; however, every effort shall be made to allow the annual
47 leave to be taken by the employee at the time requested, or the employee may request
48 additional pay for annual leave days which are not granted.

1
2 **Section 8.B.1.2.**

3 Employees may, if desired and with the approval of the District, carry over unused vacation
4 days; provided that the employee's accumulation of vacation days may not exceed thirty (30)
5 days for cash out purposes and forty (40) days for use purposes.
6

7 **Section 8.B.1.3.**

8 The department supervisor shall be responsible for scheduling vacations. Vacations shall be
9 scheduled at the request of the employee unless such vacation time would disrupt the normal
10 activities of the District. Absence of more than one (1) employee from the District for vacation
11 during school days is an example of such disruption. No vacations may be scheduled the week
12 prior to the start of school in the fall, unless the supervisor gives prior approval.
13

14 **Section 8.B.2.**

15 The employees shall receive the following paid holidays (not less than thirteen (13)):

- | | |
|------------------------------|---------------------------------|
| 16 1. Labor Day | 8. New Year's Day |
| 17 2. Veterans' Day | 9. Martin Luther King Day |
| 18 3. Thanksgiving Day | 10. Presidents' Day |
| 19 4. Day after Thanksgiving | 11. Last Day of Spring Vacation |
| 20 5. Day Before Christmas | 12. Memorial Day |
| 21 6. Christmas Day | 13. Fourth of July |
| 22 7. Day after Christmas | |

23
24 Employees who are required to work on a paid holiday shall receive double their regular rate of pay.
25 Holidays occurring on Saturday shall be observed on the preceding Friday and those occurring on Sunday
26 shall be observed on the following Monday.
27

28
29
30 **ARTICLE VIII – C**

31
32 **HOLIDAYS**

33
34 **DISPATCHER, SUPPORT SERVICES TECH AND CUSTODIAL-WAREHOUSE**
35 **(LESS THAN 260 DAY BUT GREATER THAN SCHOOL YEAR CALENDAR)**
36

37 **Section 8.C.1.**

38 Members of the bargaining unit shall receive the following paid holidays.

- | | |
|------------------------------|-------------------------------|
| 39 1. New Year's Day | 7. Thanksgiving Day |
| 40 2. Martin Luther King Day | 8. Day after Thanksgiving Day |
| 41 3. Presidents' Day | 9. Day before Christmas Day |
| 42 4. Memorial Day | 10. Christmas Day |
| 43 5. Labor Day | 11. Day after Christmas Day |
| 44 6. Veterans' Day | |
- 45
46

1 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the
2 time the holidays occur. Employees who are on the active payroll on the holiday shall be eligible for
3 pay for such unworked holiday.
4

5 **Section 8.C.1.2. Worked Holidays.**

6 Employees who are required to work on a paid holiday shall receive double their regular rate of
7 pay.
8

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16 **ARTICLE IX**

17
18 **LEAVES**

19
20 **Section 9.1. Sick Leave.**

21
22 **Section 9.1.1.**

23 At the beginning of each work year, twelve (12) days illness, injury, and emergency leave shall be
24 available to all employees at their equivalent hourly rate with unused days of this leave to
25 accumulate to a maximum not to exceed days in the employee's annual work year. Accumulated
26 sick leave shall not be compensable when the employee retires from employment, except as
27 provided by law. Sick leave benefits shall be paid at the rate of pay the employee would have
28 earned had he/she worked on the day leave was taken.
29

30 **Section 9.1.1.1. Sick Leave Attendance Incentive Program.**

31 In January of the year following any year in which a minimum of sixty (60) days of leave
32 for illness or injury is accrued, and each January thereafter, any eligible employee may
33 exercise an option to receive remuneration for unused leave for illness or injury
34 accumulated in the previous year at a rate equal to one (1) day's monetary compensation of
35 the employee for each four (4) days of accrued leave for illness or injury in excess of sixty
36 (60) days. Leave for which compensation has been received shall be deducted from
37 accrued leave at the rate of four (4) days for every one (1) day of monetary compensation.
38 At the time of separation from school district employment due to retirement or death, an
39 eligible employee or the employee's estate shall receive remuneration at the rate equal to
40 one (1) day's current monetary compensation for each four (4) days accrued leave for
41 illness or injury. Maximum accumulation for such remuneration under this formula shall
42 be one hundred eighty (180) days.
43

44 **Section 9.1.2. Time Loss Benefits.**

45 Employees absent from work and receiving time loss payments under industrial insurance shall
46 have the option of taking unpaid leave or using available sick leave, annual leave, and/or
47 nonscheduled leave to maintain part or all of their normal District compensation as provided in

1 RCW 51.32.090. Employees are responsible for informing the District payroll office of their
2 choice of options.

3
4 **Section 9.1.3.**

5 Employees, upon finding it necessary to be absent from their assigned duties by reason of illness or
6 injury, shall notify their immediate supervisor at the earliest possible moment, stating the reason
7 therefore. For planned surgeries or anticipated disablements which will necessitate illness or injury
8 leave, the affected employee shall notify his/her immediate supervisor in a reasonable time before
9 the leave of the anticipated dates which the leave will require.

10
11 Notice of pending return to work must be given as early as possible to prevent unnecessary
12 duplication of costs and services and upon return to duty, the employee shall be required to sign an
13 absence report stating the reasons of illness or injury. For a continuous period of more than five
14 (5) days, the District may require certification by an attending physician. Physical disablement
15 caused by maternity, childbirth and recovery there from, shall be considered a form of illness for
16 the purposes of this leave.

17 **Section 9.2. Leave for Family Illness.**

18 In the case of childbirth by the spouse or partner of an employee, or serious illness in the immediate family
19 (spouse, partner, child, mother, father, sister or brother), family illness leave may be used and shall be
20 deducted from accumulated sick leave.

21
22 **Section 9.3. Bereavement Leave.**

23 Leave will be available for a maximum of five (5) days per occurrence, non-cumulative and non-
24 transferable, at full salary in the case of the death of any of the following family members: Spouse or
25 partner and their children, child, mother, father, sister, brother, father-in-law, mother-in-law, son-in-law,
26 daughter-in-law, sister-in-law, brother-in-law, uncle, aunt, nephew, niece, grandfather, grandmother,
27 grandchild or household member. Bereavement leave shall not be deducted from illness, injury, and
28 emergency leave. Paid bereavement leave for deaths other than those listed above shall be granted at the
29 discretion of the Superintendent or his/her designee.

30
31 **Section 9.4. Judicial Leave.**

32 When an employee covered by this Agreement is called for jury service in any municipal, county,
33 state or federal court, he/she shall advise the District upon receipt of any such call. If jury service
34 takes an employee from his/her scheduled work or a swing shift employee is selected to serve on a
35 jury, the employee shall receive paid judicial leave at the employee's regular contractual salary during
36 the performance of jury service, PROVIDED, the employee provides documentation of dates of jury
37 service. If documentation of jury service is not provided, the employee's annual or personal leave
38 shall be used to the extent available to maintain the employee's regular salary; thereafter
39 undocumented jury service shall be treated as unpaid leave. Any reimbursement of expenses received
40 by the employee for jury service shall be retained by the employee with no adjustment to district
41 compensation.

42
43 Employees subpoenaed to testify in the above listed courts will receive paid judicial leave as provided
44 above, unless the employee is a party to the legal action in which she/he has been subpoenaed;
45 provided, such leave will be provided if the employee is subpoenaed as a co-defendant with the
46 District.

1 On any day that an employee is released by the court from jury service, or as a witness, and half or
2 more of the employee's scheduled work day remains, except as outlined above, the employee shall
3 report to work or request a leave of absence.
4

5 **Section 9.5. Emergency Leave.**

6 Emergency leave may be granted for not more than two (2) days per year, noncumulative, and to be
7 taken from sick leave. Emergency leave may be taken in the case of emergencies as defined in the
8 following:
9

- 10 A. The problem must have been suddenly precipitated, must be of such nature that preplanning
11 is not possible, or where preplanning could not relieve the necessity for the absence. This
12 will include bereavement not covered in 9.3.
- 13 B. The problem cannot be one of minor importance or of mere convenience, but must be of a
14 serious nature.
- 15 C. When school is in session, weather conditions for local travel to and from school shall not
16 be considered as a valid reason for emergency leave.
- 17 D. Car trouble, with the exception of an accident, shall not be a valid reason for emergency
18 leave. In cases of car trouble, employees should make other transportation arrangements as
19 expeditiously as possible.
20

21 Employees, upon finding it necessary to be absent from their assigned duties by reason of an
22 emergency, will notify their immediate supervisor at the earliest possible moment, stating their reason
23 therefore. Upon return to duty, the employee will be required to sign an absence report stating thereon
24 the reason for the reported absence. In order to be eligible for consideration, the written application to
25 the immediate supervisor shall be made on the day or upon return to school. The immediate supervisor
26 will decide if the emergency leave is approved; in cases of disapproval, notification shall be received
27 prior to salary deduction.
28

29 **Section 9.6. Protracted Illness Leave.**

30 Any employee who has completed the probationary period may apply for non-compensated leave of
31 absence in cases of protracted illness or injury as certified by a physician. The District shall
32 have the right, at its own expense, to obtain a second medical opinion to assist in evaluating the
33 request.
34

35 **Section 9.6.1.**

36 Upon written application to and consideration by the District, such leave may be granted by the
37 School Board for the period of actual illness or injury up to twelve (12) months. If additional
38 time is desired, written application must be made to the District and up to six (6) additional
39 months may be granted at the discretion of the School Board. An employee who has been on
40 protracted illness leave for more than twelve (12) months shall provide written intent to return
41 to work. Before the employee may return to work, they may need to provide a fitness to return
42 to work. Upon returning, the employee shall be returned to the same or a comparable position
43 to the one they held, unless the position has been abolished or a general reduction in force has
44 placed a more senior employee in the position. In those cases, the employee shall be returned
45 to as equivalent a position as possible without violating terms of Article X.
46

1 **Section 9.6.2. Unpaid Leaves.**

2 Unpaid leaves of absence may be requested by classified employees for personal reasons
3 including personal or family illness, child care purposes, and professional training related to
4 current position. Unpaid leaves will not be granted to allow for time off for other employment
5 opportunities.
6

7 Unpaid leave for up to three (3) consecutive days may be approved for personal reasons not
8 included above. This leave will not be granted during the first and last five (5) work days of the
9 school year, the week prior to the start of school, or week following the end of school, unless the
10 supervisor approves. New employees who have vacation scheduled prior to hire shall be allowed to
11 access additional unpaid leave days during their first year of employment.
12

13 **Section 9.7. Nonscheduled Leave.**

14 Leave will be granted for up to two (2) days per work year at full salary, in situations which require
15 absence during work hours. This leave will not be granted the first and last five (5) work days of the
16 school year, unless the supervisor approves. The use of these days shall be mutually scheduled between
17 the immediate administrative supervisor and the employee.
18

19 A “day” shall consist of the regularly schedule daily hours of the employee taking the leave that are in
20 effect at the time said leave is taken. Such leave shall be cumulative to seven (7) days and shall be non-
21 transferable. However, not more than two (2) days may be taken consecutively and no more than two (2)
22 employees may be absent from any one work site on any day, under such leave, unless the supervisor
23 approves.
24

25 Employees, at their option, will be able to cash out accumulated non-scheduled leave at the employee’s
26 regular rate of pay for up to two (2) leave days annually. Such requests shall be made to the
27 Superintendent or designee by the last scheduled work day of each year, payable in July for school year
28 employees and in September for year round employees.
29

30 **Section 9.8. Family Leave.**

31 In addition to any other leave provided herein, upon the birth of a child, the placement of a child with an
32 employee for adoption or foster care, or for a serious health condition of an employee or an employee’s
33 spouse, child or parent, each employee who has been employed at least twelve (12) months is entitled to a
34 maximum of twelve (12) weeks unpaid leave; provided, however, that employees may substitute accrued
35 vacation or other personal leave for leaves related to the birth/adoption/foster care of a child, and may use
36 accrued sick leave to care for themselves or sick family members as defined above. The employee must
37 provide the District with at least thirty (30) days written notice for foreseeable leaves for birth, adoption
38 and planned medical treatment. During this leave, the District will continue to pay the same portion of the
39 insurance premiums as when the employee was working, and will maintain the employee’s coverage under
40 any group plan. Upon return from such leave, the District will place the employee in his or her
41 immediately previous position, or one with equivalent pay and benefits.
42

43 (Note: The Federal Family Leave Act in addition to the eligibility requirements stated above requires that the employee must
44 have worked at least 1,250 hours (7 hours per day for 180 days) during the previous twelve (12) months.)
45

1 **Section 9.9. Maternity Leave.**

2 In the case of pregnancy, for the period of the employee’s temporary disability caused by the pregnancy or
3 childbirth, as verified by the employee’s physician, a leave of absence with pay may be granted; provided,
4 however, that such time off may be deducted from sick leave.
5

6 **Section 9.10. Paid Family Medical Leave (PFML).**

7 Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington
8 State Family and Medical Leave and Insurance Act. The District shall pay the statutory employer wage
9 premium and the employee shall pay the statutory individual wage premium to fund this leave.
10 Employees shall be permitted to supplement their PFML benefits with any earned leave in accordance
11 with PFML guidelines.
12

13 Employees are not required to use all earned leave prior to using PFML in accordance with PFML
14 guidelines. Human Resources will work with employees to discuss the options available to them under
15 PFML.
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22 **ARTICLE X**

23 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

24 **Section 10.1.**

25 The seniority of an employee within the bargaining unit shall be established as of the date on which
26 the employee began continuous daily employment (hereinafter "hire date") unless such seniority shall
27 be lost as hereinafter provided. In the case of multiple hiring within the same job classification on a
28 given date, seniority shall be determined by lot.
29
30
31

32 **Section 10.2.**

33 Each new hire shall remain in a probationary status for a period of sixty (60) working days following
34 the hire date. During this probationary period, the District may discharge such employee with such
35 discharge not being subject to the grievance procedure. All other rights, duties and benefits contained
36 in this Agreement shall accrue starting with the employee's hire date.
37

38 **Section 10.2.1.**

39 An employee who is promoted shall be in a trial status in the new position for a period of forty
40 five (45) workdays. A demotion back to the employee's previous position during trial is
41 subject to review under the grievance procedure, with said review to be limited to whether the
42 demotion was arbitrary and capricious.
43

44 **Section 10.3.**

45 The seniority rights of an employee shall be lost for the following reasons:

- 46 A. Resignation;
- 47 B. Discharge for justifiable cause;
- 48 C. Retirement; or



1 D. Change in job classification within the bargaining unit, as hereinafter provided.
2

3 **Section 10.4.**

4 Seniority rights shall not be lost for the following reasons, without limitation:

- 5 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
 - 6 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
7 United States; or
 - 8 C. Time spent on other authorized leave.
- 9

10 **Section 10.5.**

11 Seniority rights shall be effective within the separate job classifications. As used in this Agreement,
12 job classifications are those set forth in Article I, Section 1.4.

13
14 When overtime is needed at a site, the site lead will determine how such overtime is offered on a rotating
15 basis. When overtime needs cannot be covered at the site, the lead will notify the supervisor or designee
16 for assistance in covering the overtime. A rotating seniority list will be maintained for each classification
17 and any additional/overtime will be offered in accordance with this roster.

18
19 If an employee is called upon to work overtime and denies the opportunity to work, the next employee on
20 the rotating seniority list shall be contacted. Employees who decline overtime work will not have the
21 opportunity to work again until all others on the list have been contacted and offered the opportunity to
22 work. If all employees on the rotating seniority list either decline or are unavailable for communication,
23 the supervisor has the right to offer other District employees overtime needed within the District.

24
25 Initially all employees will be included on the roster; however, employees may add or remove their names
26 on the first working day of each month from this opportunity for optional work.

27
28 **Section 10.6.**

29 Applies to everyone except as limited by Section 10.6.1. The employee with the earliest hire date shall
30 have preferential rights regarding assignments, filling of open jobs and layoffs.

31
32 **Section 10.6.1.**

33 If the District determines that seniority rights should not govern because a junior employee
34 possesses ability and performance greater than a senior employee or employees, the District
35 shall set forth in writing, if requested, to the employee or employees its reasons why they have
36 been bypassed.

37
38 **Section 10.6.2.**

39 All vacancies within the bargaining unit shall be posted in the work place for five (5) working
40 days prior to the closing of the acceptance of applications. Applications will be reviewed and a
41 response given to the applicant within ten (10) working days.

42
43 **Section 10.6.2.1.**

44 For Custodial and Food Service general job classification employees only lateral
45 transfers (non-promotional transfer) the following rules apply. A lateral transfer occurs
46 when a regular employee moves to an open position with the same shift and there is no
47 change in hourly pay rate (other than scheduled step increases).
48

1. Transfers are not permitted while an employee is on a growth plan, in a disciplinary situation, on probation, suspension, or layoff, unless mutually agreed to by the employee, District and Union.
2. Trading is permitted when the trade is mutually agreed to by the employees affected, District and Union. There will be no posting and no bidding.
3. The District may reassign when it is mutually beneficial to the District, Union and the persons to be reassigned. There will be no posting and no bidding.
4. Employee(s) may request reassignment to an open position or one that may open (12 month expiration from date of request). The written request is to be directed to the District Personnel Office. This is subject to posting, bidding and seniority requirements.
5. After a position has been bid, the vacancy created by the bid will be limited to two (2) additional bids.
6. A promotion occurs when an employee moves into a day position from another shift, or into a position with a higher hourly pay rate (including shift premium). The provisions of 10.6.2.1. – 10.6.2.1.6. do not apply to promotions.

Section 10.6.2.2.

A temporary position, as defined in Section 1.5, will be posted and filled in compliance with Article X of this Agreement. The District may then fill any resulting vacancy at its discretion; however, the person filling that vacancy will be subject to paragraph one (1) of Section 1.5.

If an existing employee is assigned to a temporary position, he/she will be paid the appropriate wage for the temporary position and he/she will, notwithstanding the terms the last paragraph of Section 1.5, retain his/her existing rights under the Collective Bargaining Agreement and have “go-back” rights to his/her former position when the employee on leave returns from leave. However, while in the temporary position, the employee will be subject to Section 10.2.1. and disciplinary action consistent with the terms of this Agreement. Should the employee on leave not return to work, the temporary position will be posted and filled in compliance with Article X.

Section 10.7. Layoff.

In the event of layoff, affected employees are to be placed on a reemployment list maintained by the District according to layoff ranking. Names shall remain on the reemployment list for twenty-four (24) calendar months unless the employee waives inclusion on said list.

When an opening occurs, it will be posted in accordance with Section 10.6.2 bidding will be limited to two (2) bids, with the employee(s) on layoff being considered for each bid. In any case, the third opening will be offered to the employee(s) on layoff in order of seniority.

Section 10.7.1.

Employees on the reemployment list shall be given first consideration, by seniority, for substitution within classification resulting from known absences of five (5) days or more, provided the employee is qualified to perform the available work.

Section 10.7.2.

In the event that the District determines hours must be reduced at a site or within a classification (excluding Bus Driver-Dispatcher), the District will ask for volunteers for displacement. In the

1 absence of volunteers, employees at that site/classification shall be displaced in reverse order of
2 seniority.

3
4 When there are open positions within the displaced employee's classification, the District will
5 proceed in accordance with Sections 10.6.2 and 10.6.1.1. During the hiring process the displaced
6 employee will be placed in the open position pending the outcome of the process.

7
8 An employee is considered displaced and eligible for increase in hours for twenty-four (24)
9 calendar months from the date of displacement and shall maintain displaced status despite the
10 number of job refusals. Once a displaced employee has accepted a new position with equal or
11 greater hours, they will no longer be considered displaced.

12
13 If the employee chooses to remain at their original site with reduced hours, or accepts an open
14 position with fewer hours, any hours that are returned to the employee's current site shall be
15 offered to the displaced employee in order to make them whole.

16
17 **Section 10.8.**

18 Employees on layoff status shall file their addresses in writing with the personnel office of the District
19 and shall thereafter promptly advise the District in writing of any change of address.

20
21
22
23 **Section 10.9.**

24 An employee shall forfeit rights to reemployment as provided in Section 10.7 if the employee does not
25 comply with the requirements of Section 10.8, or if the employee does not respond to the offer of
26 reemployment within ten (10) days.

27
28 **Section 10.10.**

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

32
33 **Section 10.11.**

34 The District will post in each job location a seniority list of employees by classification. Such lists are
35 to be posted prior to September 1 each year and are to be updated if staffing changes occur.

36
37
38 **ARTICLE XI**

39
40 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

41
42
43 **Section 11.1.**

44 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue
45 of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.
46 If the District has reason to reprimand an employee, it shall be done in a manner which will not
47 unnecessarily embarrass the employee before other employees or the public.

1 **Section 11.2. Notification to Non-Annual Employees.**

2 This section is intended to be applicable to those employees whose duties necessarily imply less than
3 twelve (12) months (excluding vacations) work per year.
4

5 **Section 11.2.1.**

6 Should the District decide to discharge any non-annual employee, the employee shall be so
7 notified in writing prior to the expiration of the school year.
8

9 **Section 11.2.2.**

10 Nothing contained herein shall be construed to prevent the District from discharging an
11 employee for acts of misconduct occurring after the expiration of the school year.
12

13 **Section 11.2.3.**

14 Nothing contained in this section shall in any regard limit the operation of other sections of this
15 Article.
16

17 **Section 11.3. Commercial Driver’s License Drug/Alcohol Testing.**

18 **Section 11.3.1. Random Testing, Post Accident Testing & Reasonable Suspicion Testing.**

19 Testing (including mileage and loss of work) will be paid by the District. Initial alcohol testing
20 and confirmation testing, if needed, or requested, will be paid by the District.
21
22

23 **Section 11.3.2. Return to Duty Testing.**

24 Return to duty testing will be the responsibility of the Employee.
25

26 **Section 11.3.3. Follow-Up Testing.**

27 If deemed necessary, follow-up testing (including mileage and time loss) is a responsibility of the
28 District.
29
30
31

32 **ARTICLE X II**

33 **INSURANCE**

34 **Section 12.1. SEBB.**

35 The District shall provide basic and optional benefits through the School Employees Benefits Board (SEBB)
36 under the rules and regulations adopted by the SEBB.
37
38
39

40 **Section 12.1.1.**

41 Open enrollment for employees eligible to enroll in insurance programs shall be late August until
42 September 28 each year; however, new employees may enroll within thirty (30) days of their initial
43 employment.
44

45 **Section 12.1.2.**

46 An employee on authorized unpaid leave of absence may elect, provided the insurance policy so
47 allows, to keep in force insurance coverage in effect prior to the leave. The District will make no
48 contribution toward the payment of such premiums, except as allowed by FMLA.

1
2 **Section 12.2.**

3 To gain maximum utilization of the District insurance contribution generated by section 12.1 herein, the
4 District agrees to create a single pool, effective September 10, covering all members of the bargaining
5 unit, effective with the September payroll and recalculated in October, February and once again in April of
6 each year. The District will determine whether the maximum amount committed by the District will be
7 expended by payment of the premium for plans in which employees have enrolled.
8

9 **Section 12.2.1.**

10 Due to the pooling aspect of this insurance agreement, replacement employees and new employees
11 (hired after the start of the year) shall receive insurance benefits as follows: Employees will be
12 eligible for a maximum of the state provided amount per FTE as described in 12.1 and 12.2 above
13 (based on 1,440 hours as 1.0 FTE) per month, effective the 1st of the month following the month
14 that the employee completes the minimum amount of days to qualify for benefits. All qualified
15 employees will be included in the first pooling process after date of hire.
16

17 **Section 12.2.2.**

18 Premiums which have not been paid after maximum committed has been expended shall be paid by
19 payroll deduction by each employee so affected. Effective 10/1/07 all payroll deductions for
20 medical benefits will automatically be deducted on a pre-tax basis unless a written request has been
21 made to the District Office.
22

23 **ARTICLE XIII**

24 **UNION MEMBERSHIP AND CHECKOFF**

25 **Section 13.1.**

26 The Union will provide a list to TSD Payroll of those members who have agreed to Union membership. In
27 addition, upon request, the District shall have access to view or obtain a copy of the membership
28 authorization. The Union will be the custodian of the records related to Union membership/dues deduction
29 authorizations. The Union agrees that, as the custodian of the records, it has the responsibility to ensure
30 the accuracy and safe-keeping of those records.
31
32

33 **Section 13.2.**

34 The District will notify the Union of all new hires by including the PSE President or designee on the
35 Board Report. At the time of hire, the District will inform the new hire of the terms and conditions of this
36 Article.
37
38

39 **Section 13.3.**

40 Nothing contained in this Agreement shall require Union membership of employees who object to such
41 membership. Each employee subject to this Agreement, who, on the effective date of this Agreement is a
42 member of the Union in good standing, shall maintain his/her membership in the Union during the term of
43 this Agreement unless membership is revoked through contact with the Union. Under Washington law, the
44 District shall not discriminate, retaliate, coerce, nor interfere with an employee's right to join the Union.
45

46 **Section 13.4. Checkoff.**

47 The Union, which is the legally recognized Exclusive Bargaining Representative of the classified staff as
48 described in the recognition clause of this Agreement, shall have the right to have deducted from the salary

1 of members of the Union (upon receipt of an authorization), an amount equal to the fees and dues required
2 for membership in the Union.

3
4 **Section 13.5.**

5 Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member
6 of the Union in good standing shall, as a condition of employment, maintain membership in the Union
7 in good standing during the period of this Agreement.

8
9 **Section 13.6.**

10 All employees subject to this Agreement shall, as a condition of employment, become members in
11 good standing of the Union within thirty (30) days of the hire date. Such employee shall then
12 maintain membership in the Union in good standing during the period of this Agreement.

13
14 **Section 13.7.**

15 The parties recognize that an employee should have the option of declining to participate as a member
16 in the Union, yet contribute financially to the activities of the Union in representing such employee as
17 a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the
18 membership requirements of the previous sections of this Article, an employee who declines
19 membership in the Union may pay to the Union each month a service charge as a contribution towards
20 the administration of this Agreement in an amount not to exceed to the regular monthly dues. This
21 service charge shall be collected by the Union in the same manner as monthly dues.

22
23 **Section 13.8.**

24 Any employee who refuses to become a member of the Union in good standing or pay the service
25 charge in accordance with the previous sections, shall, at the option of the Union, be immediately
26 discharged from employment by the District.

27
28 **Section 13.9.**

29 The District will notify the Union of all new hires by including the Union President or designee on the
30 Board Report. At the time of hire, the District will inform the new hire of the terms and conditions of
31 this Article.

32
33 **Section 13.10.**

34 Nothing contained in this Agreement shall require Union membership of employees who object to
35 such membership based on bona fide religious tenets or teachings of a church or religious body of
36 which such employee is a member. Such employee shall pay an amount equivalent to normal dues to
37 a non-religious charity or other charitable organization mutually agreed upon by the employee and the
38 Union. The employee shall furnish written proof that such payment has been made. If the employee
39 and the Union cannot agree on such matter, it shall be resolved by the Public Employment Relations
40 Commission pursuant to RCW 41.56.

41
42 **Section 13.11.**

43 The District shall deduct Union dues or service charges from the pay of any employee who authorizes
44 such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds
45 deducted to the Treasurer of the Public School Employees of Washington / SEIU 1948 on a monthly
46 basis.

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ARTICLE XIV

GRIEVANCE PROCEDURE

Section 14.1.

A grievance is defined as an alleged violation of a specific section of this Agreement. A grievance shall be only for an act or event which actually occurred.

Section 14.2.

A grievant is defined as an employee with a grievance.

Section 14.3.

During each step where a grievance is reduced to writing, the written statement shall clearly specify:

- (1) the specific agreement section allegedly violated
- (2) when this alleged violation occurred
- (3) in what way there has been a violation, misinterpretation or misapplication of the agreement
- (4) the results of the previous step in the grievance procedure and why such results were unsatisfactory
- (5) the name of the aggrieved person, the manner in which the employee has been injured and the proposed remedy or remedies for resolution of the grievance.

Section 14.4.

Days shall mean District working days, except as specified herein.

Section 14.5.

Provided the employee and the immediate administrative supervisors agree, and the section grieved is not within the purview of the supervisor, Step One and/or Step Two of the grievance procedure may be bypassed and the grievance brought directly to the next step.

Section 14.6.

A single grievance claim may be initiated at step three in the interest of a group of employees having a common grievance.

Section 14.7.

The administration and the employees will cooperate with each other in the investigation of any grievance, and further, will furnish such reasonable information relating to the grievance as is requested for the processing of any grievance.

Section 14.8.

Grievance claims shall be processed as rapidly as possible and the time limits provided shall be strictly observed.

Step One:

As it is most desirable for an employee and an immediate supervisor to resolve problems through free and informal communication, the employee and supervisor shall attempt to do so within twenty (20) District working days from the occurrence of the grievance. However, should such

1 informal processes fail to satisfy the claimant, the grievant, then a grievance shall be processed
2 through the succeeding steps.

3
4 **Step Two:**

5 If, after Step One, the employee feels such would be justified, a formal written grievance may be
6 filed with the immediate supervisor. A hearing, to be conducted within fifteen (15) District
7 working days after receipt of the grievance, will be scheduled by the employee and the Supervisor.
8 Either one or both parties may request assistance from the other staff members or representatives
9 in resolution of the grievance. Within fifteen (15) District working days after the Step Two
10 hearing, the Supervisor shall provide the grievant and the Superintendent with a written answer to
11 the grievance.

12
13 **Step Three:**

14 If the grievance is not resolved at Step Two, the employee may appeal the grievance to the
15 Superintendent or official designee within fifteen (15) District working days after receipt of the
16 Step Two answer. Said appeal must be in writing. The Superintendent or designee will hold a
17 grievance meeting within fifteen (15) District working days of receipt of the Step Two appeal
18 notice. At this meeting, each party shall have the right to include such witnesses as it deems
19 necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting, the
20 Superintendent or designee will provide, within fifteen (15) District working days the written
21 decision to the grievant and the grievant's immediate supervisor.

22
23
24 **Step Four:**

25 If no settlement has been reached within the days referred to in the preceding subsection, the
26 employee may demand arbitration of the grievance. Any such demand must be made within
27 fifteen (15) District working days of the grievant's receipt of the Superintendent or designee's
28 decision. Any grievance arising out of, or relating to, the interpretation or application of this
29 Agreement shall be submitted to the American Arbitration Association for arbitration, unless the
30 parties mutually agree to the contrary. The parties further agree to accept the arbitrator's award as
31 final and binding upon them. The arbitrator shall have no power to alter, add to or subtract from
32 the terms of this Agreement.

33
34 **Section 14.9.**

35 The grievance or arbitration discussion shall take place at mutually acceptable times. The District
36 shall not discriminate against any individual employee or the Union for taking action under this
37 Article. The costs of arbitration shall be divided equally between the District and the Union.

38
39
40
41 **ARTICLE X V**

42
43 **SALARIES AND EMPLOYEE COMPENSATION**

44
45 **Section 15.1.**

46 Employee shall be compensated in accordance with the provisions of this Agreement for all hours
47 worked.

1 **Section 15.1.1.**

2 Breaks and rest periods, for all employees, shall be as follows:

- 3 1. Employees shall be allowed a meal period of at least thirty (30) minutes which commences
4 no less than two (2) hours nor more than five (5) hours from the beginning of the shift.
5 Meal periods shall be on the District's time when the employee is required by the District to
6 remain on duty on the premises or at a prescribed work site in the interest of the District.
7 2. No employee shall be required to work more than five (5) consecutive hours without a meal
8 period.
9 3. Employees working three (3) or more hours longer than a normal work day (8 hours) shall
10 be allowed at least one (1) thirty (30) minute meal period prior to or during the overtime
11 period.
12 4. Employees shall be allowed a rest period of not less than fifteen (15) minutes, on the
13 District's time, for each four (4) hours of working time. Rest periods shall be scheduled as
14 near as possible to the midpoint of the work period. No employee shall be required to work
15 more than three (3) hours without a rest period.
16 5. Where the nature of the work allows employees to take intermittent rest periods equivalent
17 to ten (10) minutes for each four (4) hours worked, scheduled rest periods are not required.
18

19 **Section 15.2.**

20 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
21 Schedule A, attached hereto and by this reference incorporated herein. Should the date of execution
22 of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive
23 to the effective date.

24 **Section 15.3.**

25 Retroactive pay, where applicable, shall be paid on the first regular payday following execution of the
26 Agreement if possible and in any case not later than the second regular payday. In the case of
27 retroactive pay resulting from negotiations pursuant to Article XVII, such retroactive pay shall be paid
28 on the first regular payday following agreement on such schedule, if possible, and in any case not later
29 than the second regular payday.
30

31 **Section 15.4.**

32 Any employee required to travel from one site to another in a private vehicle during working hours
33 shall be reimbursed for such travel on a per-mile basis at the District rate.
34

35 **Section 15.5.**

36 Employees required to remain overnight on District business shall be reimbursed for reasonable room
37 and board expenditures.
38

39 **Section 15.6.**

40 For the period of September 1, 2021 through August 31, 2022, the hourly rates are on Schedule A.
41

42 Starting September 1, 2018, a new step shall be included in Schedule A. Steps shall be amended to
43 Journey, two (2) year, five (5) year, ten (10) year, and twenty (20) year and hourly rates shall be increased
44 by three point one percent (3.1%).
45

1 **Section 15.7.**

2 When a permanent employee bids on and receives a permanent position in a different classification,
3 Journey Step (Schedule A) or the employee’s current rate of pay, whichever is greater, will apply. This
4 pay level will continue until a step increase within the new classification improves the rate of pay.
5

6 **Section 15.8.**

7 An employee directed by the District to work in a higher paying classification will be paid at the rate of
8 the higher classification for such work performed. Employees directed by the District to work in a lower
9 paid classification in lieu of working in their regular classification will be paid at their regular rate of pay
10 for such work performed. Regular employees who accept hourly work in addition to their regularly
11 assigned hours of work shall receive their regular wage or the Journey Step for the work to be performed,
12 whichever is higher.
13

14 **Section 15.9.**

15 The District will provide up to two hundred dollars (\$200) each year to mechanics, skilled grounds and
16 skilled maintenance employees, for the purpose of purchasing safety foot work wear. Cost to be
17 reimbursed through the Transportation and Buildings and Grounds Departments. Custodians and Food
18 Service employees will be provided up to one hundred dollars (\$100) annually for safety foot work wear.
19 Such safety foot work wear will be provided by a District designated vendor.
20

21 **Section 15.10.**

22 The cost of District approved classes and or licenses (excluding driver’s licenses) for employees will be
23 paid by the District.
24
25
26

27 **Section 15.11. Salary Placement for Industry Experience.**

28 New employees and current employees who accept a position in a different classification, with like
29 experience in a similar position to the one to be held in Tumwater School District shall be given credit for
30 such service or purposes of salary placement consistent with their relevant experience. All requests for
31 consideration for industry experience must be submitted to Human Resources within thirty (30) days of
32 hire into the District or new position. Retro adjustments will be made for the current fiscal year only. For
33 purposes of seniority rights, the hire date of such employees shall be the first day of their current term of
34 employment, with no credit for past employment.
35

36 **Section 15.12.**

37 Starting in 2017-2018, the District will provide up to five hundred dollars (\$500) each year to mechanics
38 for the purpose of purchasing tools. Such tools will be provided by mutually agreed upon District
39 approved vendors.
40

41 **Section 15.13.**

42 Should the District agree to a wage increase higher than the wage increase for this unit, for any other
43 bargaining unit, the District agrees to re-open for salaries only.
44
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ARTICLE XVI

SUBSTITUTE EMPLOYEES



1
2 **Section 16.1.**

3 This Article pertains to substitutes as defined by Washington Public Employment Relations
4 Commission, Decision Number 2043 PECB, January 10, 1985. The rights of said substitutes
5 identified as belonging to the bargaining unit included in this Agreement shall be limited exclusively
6 to those items included in this Article and the grievance procedure for resolution of any disputes
7 arising from this Article. Days worked shall be calculated from January 10, 1984.
8

9 **Section 16.2.**

10 When said substitutes perform services covered by the above referenced decision their hourly rates of pay
11 shall be ninety-two point five percent (92.5%) of Journey Step on Schedule A.
12

13 **Section 16.2.1.**

14 Those substitute employees who have completed the work year equivalent to one (1) school
15 year according to the employee's classification shall be compensated at Journey Step of the
16 appropriate salary schedule.
17

18 **Section 16.3. Substitute Interviews.**

19 Substitutes may apply for jobs and will be granted an interview if they meet job qualifications, unless a
20 regular employee has applied for the vacancy. Regular, qualified employees will be granted preference
21 over substitute employees in the interview and selection process.
22

23 **Section 16.4.**

24 When a substitute bids on and receives a permanent position Journey Step or the step applicable to
25 their verified industry experience, whichever is greater, will apply. A substitute already at Journey
26 Step (Schedule A) in the same classification will remain at that rate until the requirements for the next
27 scheduled step increase are met.
28

29 **Section 16.5. Substitute Drivers' Rights.**

30 Substitute Drivers' Rights are as follows: Substitute drivers will have a "substitute" probationary period
31 of thirty (30) work days. After successful completion of this period they will be entered on a hire date list,
32 the hire date being retroactive to the first day of unsupervised driving with students. Their hire date will
33 grant them seniority rights for available substitute work. Substitutes will be hired for available open
34 permanent regular routes (which have already been made available to regular drivers) by seniority from
35 the sub hire date list and satisfactory job acceptance record when called to substitute.
36

37 **Section 16.5.1.**

38 Substitutes must pay for their initial testing and CDL cost. The District covers the cost of physical,
39 first aid card, and pre-employment drug testing.
40
41
42

43 **ARTICLE X V I I**

44 **STRATEGIC PLAN SITE TEAMS/PLANNING**
45
46

1 **Section 17.1. Site Team Members.**

2 Each site team member will receive compensation for the extra time and additional responsibility
3 related to site team activities.
4

5 **Section 17.2. Site Team Funding.**

- 6 A. The number of site teams shall be determined by the District.
7 B. The number of employees on each team shall be determined through a collaborative process
8 involving both the District and interested employees. (Article VI)
9 C. The funding of the activities of each team (time and other expenses) shall be determined
10 and announced annually by the District.
11
12
13

14 **ARTICLE XVIII**

15 **PROFESSIONAL REIMBURSEMENT**

16
17
18 **Section 18.1.**

19 The District will provide professional reimbursement for Union members. To qualify, an employee must
20 apply for and receive Supervisor and District Office approval before any course work is begun. To be
21 considered for approval, the proposed course work must enhance the employee's professional growth,
22 relate to the employee's work assignment, and be consistent with the District's strategic plan. Employees
23 must complete the approved course work on their own time. For each year of this contract, the District
24 will provide a pool of five thousand dollars (\$5,000). Employees within the bargaining unit will have
25 equal access to pool dollars. The reimbursement would be paid in March for classes taken between
26 September and February; and in October for classes taken between March and August. One half (½) of
27 the pool dollars will be available for each pool payment period. Reimbursement shall be limited to tuition,
28 books, required fees, materials, conference registration and associated hotel accommodations.
29

30 **Section 18.2. Driver Licensing Costs.**

31 The District will cover cost of maintaining CDL, Passenger and School Bus endorsements for regular
32 drivers.
33

34 **Section 18.3.**

35 When employees attend District directed training outside of their regularly scheduled workweek the
36 District will give two (2) weeks' notice of an adjusted schedule without overtime.
37
38
39

40 **ARTICLE XIX**

41 **TERM AND SEPARABILITY OF PROVISIONS**

42
43
44 **Section 19.1.**

45 The term of this Agreement shall be September 1, 2021 to August 31, 2022. Should a multi-year
46 agreement be reached between the parties, the contract shall be reopened prior to August 31 of each year,
47 for wages, benefits and up to two (2) language items each from the Union and the District.
48

1 **Section 19.2.**

2 This Agreement may be reopened for negotiations any time during its term upon the written mutual
3 consent of the parties; provided, that this Agreement shall be reopened to consider the
4 requirements of any legislation enacted following the execution of this Agreement which affect the
5 terms and conditions herein.
6

7 **Section 19.3.**

8 If any provision of this Agreement or the application of any such provision is held invalid, the
9 remainder of this Agreement shall not be affected thereby.
10

11 **Section 19.4.**

12 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with
13 State or Federal statutes or regulations promulgated pursuant thereto.
14

15 **Section 19.5.**

16 In the event either of the two (2) previous sections is determined to apply to any provision of this
17 Agreement, such provision shall be renegotiated pursuant to Section 19.2.
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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

TUMWATER UNITED PSE CHAPTER #526

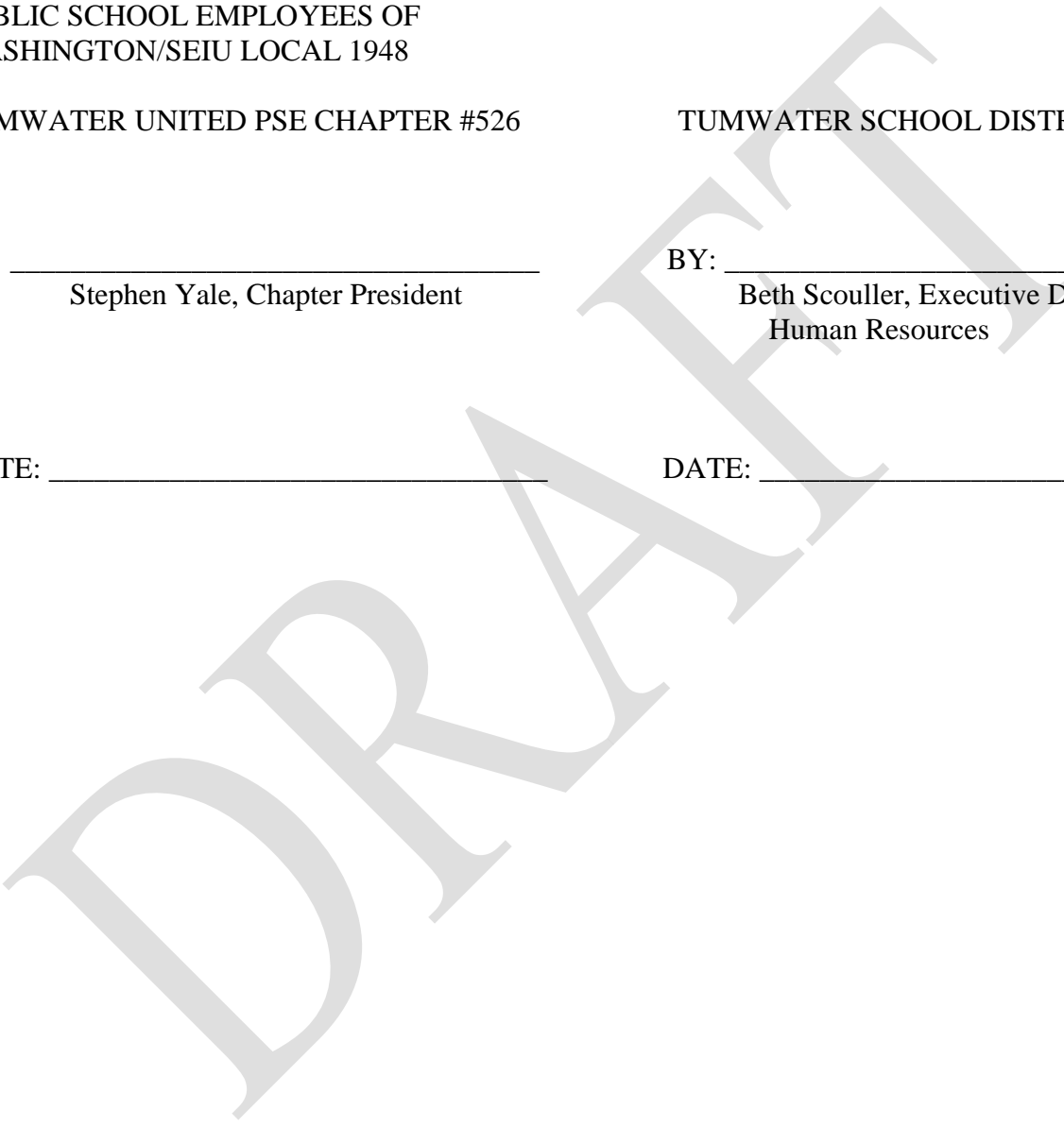
TUMWATER SCHOOL DISTRICT #33

BY: _____
Stephen Yale, Chapter President

BY: _____
Beth Scouller, Executive Director,
Human Resources

DATE: _____

DATE: _____



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Tumwater United PSE Chapter #526
Schedule A
September 1, 2021 - August 31, 2022

	Sub 94	PERC 96	Step 1 Journey	Step 2 2 Yr	Step 3 5 Yr	Step 4 10 yr	Step 5 20 yr
Warehouse - Utility Supp. Servs. Asst.	21.75	23.67	25.59	25.99	26.4	27.34	28.29
Assistant Cook	15.34	16.7	18.05	18.3	18.56	19.17	19.78
Cook	17.52	19.06	20.61	20.83	21.03	21.57	22.13
Custodian	19.47	21.18	22.9	23.1	23.29	23.78	24.27
Custodian w/shift differential			23.2	23.4	23.59	24.08	24.57
Lead Custodian Differential Rates: Elem \$0.64 MS \$1.38 HS/NMSC \$1.75 Lead w/ Boiler License and Boiler in Bldg \$0.38							
Miscellaneous Custodian Differential Rates: HS Swing Crew Chief (180d) \$0.35 Shift Differential (start after 2:00pm) \$0.30							
Coordinator of Custodial/District Services (18%)			27.02	27.26	27.48	28.06	28.64
Skilled Grounds	21.75	23.67	25.59	25.99	26.4	27.34	28.29
Lead Skilled Grounds (10%)			28.15	28.59	29.04	30.07	31.12
Coordinator of Skilled Grounds (18%)			30.2	30.67	31.15	32.26	33.38
Skilled Mechanic ASE Certification \$0.50/hour per certification	24.39	26.54	28.69	29.26	29.84	31.1	32.34
Lead Skilled Mechanic (10%)			31.56	32.19	32.82	34.21	35.57
Skilled Maintenance	24.47	26.63	28.79	29.72	30.65	32.62	34.61
Coordinator of Maintenance (18%)			33.97	35.07	36.17	38.49	40.84
Bus Driver	20.04	21.81	23.58	24.02	24.45	25.42	26.41
Van Driver	18.28	19.9	21.51	21.95	22.38	23.35	24.34
Driver Trainer (while performing Driver Trainer Duties) (10%)			25.94	26.42	26.9	27.96	29.05
Support Services Tech	21.35	23.24	25.12	25.65	26.69	28	29.3
Support Services Coordinator of Building & Grounds (18%)			29.64	30.27	31.49	33.04	34.57
Transportation Dispatcher	21.99	23.93	25.87	26.42	26.98	28.07	29.19
Transportation Tech (Router)	23.32	25.37	27.43	28.06	28.69	29.97	31.25

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**TUMWATER SCHOOL DISTRICT #33
TRANSPORTATION DEPARTMENT**

Extra Trip Bidding Procedure

Regular Trips

1. Trips will be assigned at a weekly meeting to be held at 9:30 a.m. every Thursday or the last day of each workweek. If we have a two (2) hour late start we will bid at 1:25 p.m.. Any trip the Dispatcher is aware of at that time is considered a regular trip. Any trip called in after the conclusion of the trip meeting, will be considered a late posting. (See Late Posting section.)
2. Two (2) rotation rosters will be maintained. One (1) for regular trips and one (1) for late postings.
3. Trips shall be posted on the Tuesday before the meeting by 3:00 p.m. An estimated length of time will be assigned for each trip.
4. Any driver wishing to take extra trips must attend the 9:30 a.m. meeting. If you are on bus related duty or District business and cannot attend the meeting, you may leave, in writing, a list of the trips you are interested in accepting (in numbered preference order). Hand this list to a Dispatcher before the meeting so it can be initialed and stamped received. Other exceptions will be considered by the Transportation Supervisor on a one-by-one case and approved or disapproved by the Transportation Supervisor.
5. Trips will be bid on in order of seniority. Each driver may choose any trip he/she wants on the bid sheet, as long as the driver does not exceed a forty (40) hour workweek. More than one (1) trip for a driver in a week is a possibility. A workweek is from Sunday through Saturday. It is up to each individual to turn down extra trips or assignments offered if it would put a driver over the forty (40) hour workweek.
 - A. Drop/Pic: The duration of the Drop portion of trip is from driver sign-on to driver sign-off. The duration of the Pic portion of trip is from driver sign-off of their regular route, to estimated sign-off of the Drop/Pic trip, or from the estimated sign-on to estimated sign-off of the Pic portion of the trip, whichever applies. The Districts Drop/Pic request and regular trip bidding sheet used the week the Drop/Pic was bid will be used for the Drop/Pic time estimations.
6. At the end of the 9:30 a.m. trip meeting, it will be noted who the last trip was awarded to. The next driver in seniority will be at the top of the list for the following Thursday meeting. The only exception to this would be in the case of a cancelled trip. A cancelled extra trip means any trip that is cancelled prior to the driver gaining extra time above the missed portion of his/her regular daily assigned time. In this case the driver assigned to the cancelled trip would go to the top of the list. If more than one (1) trip is cancelled in a given week, the driver's names would be placed on the cancellation list in order of the trip cancellation.

1 A. Should a driver have a Drop or Pic canceled and be placed at the top of the regular trip
2 rotation roster, only the time estimations defined above (section 5.A) will be used when
3 bidding regular trips at the next regular trip bidding.
4

5 7. When a driver is placed on the cancellation list, they may only bid a trip equivalent in hours as
6 the cancelled trip. The day of the cancelled trip will not be taken into consideration when
7 bidding the following week. Should there not be a trip available that is equivalent in hours; the
8 driver may bid up in thirty (30) minute increments, but not to exceed three (3) hours. The
9 driver may bid a trip that is less hours than the cancelled trip.
10

11 A. When bidding up the driver must take the trip that's time is closes to their canceled trip.
12

13 8. If a trip is cancelled due to weather, and the trip is rescheduled for the same workweek, it shall
14 first be offered to the person who originally bid the trip. If that person is unable to take the trip
15 for any reason on the rescheduled day, it will go up as a late posting. The original bidder's
16 name will then be placed on the cancellation list for the following week.
17

18 9. Trips not bid out at the Thursday meeting will be available first to regular drivers, then to
19 alternate drivers. They will be awarded in order of seniority to those who notify a dispatcher of
20 interest, on the Monday following trip bid at 9:00 a.m..
21

22 10. Trips during winter break and spring break will be bid the Thursday before the break. If there
23 is more than one (1) week of trips available to bid, they will be bid out together giving the
24 driver the choice of any trips posted.
25
26

27 Late Postings

28
29 1. A separate rotation roster shall be kept for late postings, call-in trips and re-bid trips. This
30 roster will be called the "Late Posting Roster". Drivers will be listed in order of seniority and
31 bidding will start at the top of the list at the beginning of each school year.
32

33 2. Every attempt will be made by the Dispatcher to contact the drivers in order. If the time of the
34 late posting is too near the time of departure, the first available driver on the list will be used.
35 This will be considered that driver's next late posting trip. The rotation would then go back to
36 the next driver on the list.
37

38 3. Should a driver not be able to take a trip they bid at the Thursday trip meeting, this would be
39 treated as a late posting. That driver, unless they were sick, would lose one (1) rotation at the
40 next trip bid meeting.
41

42 A. As you are all aware, not all circumstances can possibly be covered in a list of
43 guidelines. As circumstances arise, we can continue to add to these guidelines.
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TUMWATER SCHOOL DISTRICT #33
TRANSPORTATION DEPARTMENT

Mid-Day Driving Assignments

1. There will be a rotation to fill mid-day driving assignments beginning in September of each year and continuing throughout the year. The rotation will consist of two (2) separate lists, one (1) for regular drivers and another for alternate drivers. The rotation on both mid-day lists will begin the first day that there are mid-day routes to be assigned and will end with the last assignment of the school year, whether that be a pre-school route, special route, or kindergarten route. The rotation starts over at the top of the driver's list (and alternate driver's list) beginning each school year.
2. The lists are combined on one (1) page and hang outside the dispatch window. It will be up to the drivers to mark in ink an X beside their own name if they are interested in driving that day.
3. Mid-day driving assignments will be assigned beginning at 8:00 a.m. so it will be possible to include all drivers who may have a later sign on time. Those who sign off early will know before they leave if they received an assignment. (If all mid-days are not assigned, this will be the last opportunity for them to mark an X on the list.) The mid-day with the most hours will go to the next driver up in rotation. Once a driver or EA is assigned after the 8:00 a.m. assignment, they do not have the choice, because of seniority, for any other route that may come up later.
4. The senior driver next up in rotation will have the choice of which route they want if there is a longer route, a long term assignment or a special route available. The dispatcher will let that person know what the circumstances are. If that person chooses not to take the assignment, the next person in rotation will be offered the same, and so on down the rotation list. If a regular driver has not signed up, it will be offered to the senior alternate who has signed up for a mid-day.
5. The two (2) separate lists will rotate similar to the late postings list and the trip bidding list except that the regular drivers list will always be the first list to be used for the mid-day assignments and then any unassigned mid-days will be assigned to alternate drivers in rotation.