

Agreement

By and between

Kent School District No. 415

And

**International Brotherhood of Teamsters,
Public, Professional & Office-Clerical
Employees and Drivers
Local Union No. 763**



September 01, 2021 through August 31, 2024

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AGREEMENT
by and between
KENT SCHOOL DISTRICT NO. 415
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763

September 01, 2021 through August 31, 2024

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September 01, 2021 through August 31, 2024

THIS AGREEMENT is made and entered into by and between KENT SCHOOL DISTRICT NO. 415, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE I **RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION**

- 1.1 Recognition - The Employer recognizes the Union as the exclusive collective bargaining representative for all regular full-time and regular part-time employees who work in classifications identified in Appendix A,, excluding salaried supervisory employees, dispatchers, office, administrative, and related employees and all other employees as defined in RCW 41.56.030(c).
- 1.2 Union Membership - The Employer shall provide the Union the names, addresses, social security numbers, telephone number(s), hire dates, job classification, and hourly rates of pay of all new hires within fifteen (15) days of their employment, and in addition, the Employer shall notify the Union of all approved leaves of absences, retirements, separations of service, and terminations. The Union and/or its Shop Stewards who have been appointed by the Union will be allowed a reasonable amount of time, but not less than thirty (30) minutes to meet with all newly hired employees as part of their initial orientation or other mutually agreed to times to provide Union Membership information. Employees, if they choose to participate shall participate on the Employer's time.
- 1.3 Membership in the Union shall be maintained pursuant to applicable Washington State Law as established by the State Legislature for Public Employees and administered by the Public Employment Relations Commission (PERC).
- 1.4 Payroll Deduction - The Employer shall deduct from the pay of all employees who have applied for membership in the Union and/or are members of the Union, the dues, initiation fees, and delinquent dues and initiation fees owed to the Union and shall remit to the Union all such deductions monthly. Where laws require written authorization by the employee, the same shall be furnished in the form required. No deduction shall be made which applicable law prohibits. The Union agrees to reimburse any employee from whose pay dues were deducted in excess of the total amount due to the Union at that time, provided the Union or its affiliate actually received the excessive amount.
- 1.5 The Union shall indemnify the Employer against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purposes of complying with any of the provisions of this Article.

ARTICLE II UNION RIGHTS

- 2.1 Shop Stewards - The Union may have a shop steward or stewards who shall be a regular employee and shall perform their regular duties as such but shall be the Union representative on the job solely to inform the Union of any alleged violation of this Agreement. In the absence of the shop steward, an assistant shall perform the duties of shop steward and neither the shop steward nor the assistant shall be discriminated against for their lawful acts as Union representatives but they shall not interfere with orders of the Employer nor change working conditions. The function of the shop steward shall be to report to the Union any concerns they may have regarding the interpretation or application of the Agreement, meet with the Employer as directed by the Union, attend contract negotiations with the Union, and assist the membership at Step 1 of the grievance procedure. Under no circumstances shall there be any interference with the orderly processes of the Employer during working hours. Time spent by stewards involving Union activities as described in this Section shall not preclude them from completing their assignments except as otherwise approved by the Employer.
- 2.1.1 Union Leave - An employee elected to office in the Union, appointed to a position by the Union, or assigned to a project by the Union which requires a part or all of the employee's time shall be given a leave of absence up to one (1) year without pay and without loss of seniority, and may be extended for up to one (1) year at a time upon application.
- 2.2 Discrimination for Union Activity - Employees shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and legally assist the Union.
- 2.3 Bargaining Unit Work - Work currently performed by or assigned to the bargaining unit shall only be performed by bargaining unit members. Exceptions to this Section are training of bargaining unit members by non-unit employees and non-unit employees performing a de minimus amount of bargaining unit work.
- 2.3.1 Except for transporting seven (7) or less total students for a single non to and from school event, no other transportation entity will be used for transporting Kent School District students to and from school and for extracurricular activities/events for those trips which get scheduled through the KSD Transportation Department. Exceptions to this may be for extracurricular activities/events when the Employer has a legitimate and documented shortage of equipment, drivers and/or other situations with mutual agreement between the Employer and the Union. Prior to a KSD scheduling party making the decision to not use KSD Transportation for an extracurricular activity/event, they must first contact KSD Transportation to determine if KSD Transportation is available and cost effective. Although the Employer and the Union agree that KSD students should be transported by the Bargaining Unit whenever possible, this section does not apply to work or trips which have not been consistently performed by the Bargaining Unit.
- 2.4 Union Visitation - Accredited representatives of the Union shall have access to the Employer's work site during working hours for the purpose of adjusting disputes, investigating working conditions, employee orientation and ascertaining that the

provisions of this Agreement are being adhered to; provided however, there shall be no interference or interruption of employee's duties or the Employer's operation. The representative shall make their presence known to the Transportation office.

2.5 Union Investigation - During the course of any investigation by the Union, the Employer shall cooperate with the Union and furnish to it relevant and necessary information for the processing of the grievance. All matters pertaining to specific grievances shall be confidential information and shall not be unnecessarily or indiscriminately related, disclosed, or divulged by any participant in the grievance adjusting process or by any employee.

2.6 Bulletin Boards - The Union shall be provided suitable space at each work site for a bulletin board for its exclusive use.

2.7 Non-Discrimination - Kent School District provides equal opportunity in programs and employment and does not discriminate on the basis of race, color, national origin/language, creed/religion, sex, sexual orientation-including gender identity, disability, or the use of a service animal by a person with a disability, age, marital status, honorably discharged veteran or military status and HIV/Hepatitis C status. The following employee has been designated to handle questions and complaints of alleged discrimination:

Title IX Officer
Section 504/ADA Officer for Employees and Applicants
Chief Talent Officer
253-373-7203

Kent School District will also take steps to assure that national origin persons who lack English language skills can participate in all education programs, services and activities. For information regarding translation services or bilingual education, contact Student Support Services at 253-373-7269.

2.7.1 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

ARTICLE III PROBATION PERIOD AND SENIORITY

3.1 Probation Period - An employee hired into the Department of Transportation shall be subject to a probation period for their first ninety (90) working days as an employee. Probation begins on the first work day the employee is assigned to drive a route or run with students on board, or, to monitor students on a route as a Regular Transportation Assistant. Article XII, Discipline and Discharge, shall not be applicable to employees during this ninety (90) working day probation period.

3.1.1 Supplemental Probation Period – In recognition of making regular employment offers to substitute drivers on the basis of their ranking on the substitute seniority list, a supplemental probation period of forty-five (45) working days will be served beginning the first day of work driving their regular assignment. This probation period will only apply to being removed from the regular assignment and placed back on the substitute seniority list in their previous ranked order. For an employee who has completed probation contained in Section 3.1, said employee shall be paid the Regular Driver rate of pay while in the Supplemental Probation Period.

- 3.2 Seniority - Following completion of an employee's probation period, the Employer shall recognize seniority rights from the employee's most recent first day of the compensated work within the bargaining unit driving a route or run with students on board the bus as a Substitute or Regular Driver, or to monitor students on a route as a Regular Transportation Assistant. Additional seniority provisions related to State Certified Driver Trainers are contained in Appendix A. Substitute Drivers shall have a separate seniority list arranged by their first compensated date substituting on a route or run with students on board the bus. In the event more than one Substitute Driver has the same seniority date, the original date of submitted application in Transportation shall be used as the first tie breaker. Should those dates be the same, first letter of last name will be used as the final tie breaker. Order on the Substitute Driver list shall establish the order in which daily work assignments and short-term temporary routes are offered. When a Substitute Driver is offered a position as a Regular Driver, the first day driving students on a route shall establish their seniority date on the Regular Drivers' seniority list. In order to maintain employment status, a substitute must work (or be available to work) at least 80 hours per school year. In the event more than one Regular Driver has the same seniority date, original date of submitted application in Transportation shall be used as the first tie breaker. Should those dates be the same, first letter of last name will be used as the final tie breaker.
- 3.2.1 An employee's seniority shall be broken so that no prior period of employment shall be counted and their seniority shall cease upon:
- Justifiable discharge.
 - Voluntary termination.
 - Layoff or leave of absence exceeding twelve (12) months.
 - Failure of an employee to return to work upon recall from an indefinite layoff within seven (7) calendar days after receipt of written notice from the Employer and their last known address appearing on the Employer's records.
- 3.2.2 There shall be no deduction from continuous service for any time lost which does not constitute a break in service as set forth herein.
- 3.2.3 Seniority Lists - On October 1st of each year and on an ongoing basis as changes occur, the Employer shall post on the Union bulletin board, a seniority list for the Substitute Drivers, Regular Drivers, and Transportation Assistants, showing each employee's name, seniority date, and KSD Transportation Longevity date. The current seniority lists shall be emailed to the Union's Business Agent and Shop Stewards. Upon request, the Union shall be furnished a current seniority list.
- 3.2.4 In the event the Employer rehires a previously employed Regular Driver as a Substitute Driver within twelve (12) months from the date of their resignation/retirement, said employee shall be dovetailed into the Substitute Driver seniority list based on their previous Regular Driver seniority date, which will now be the employee's seniority date on the Substitute Driver seniority list.

- 3.3 Layoff - Should it become necessary to layoff an employee for any reason, layoff shall be by seniority. The least senior employee shall be the first to be laid off. Regular Drivers subject to layoff shall be placed in seniority order at the top of the Substitute Driver seniority list subject to recall rights under this Agreement. Regular Drivers on recall status will be assigned before all other Substitute Drivers, even if a substitute has a higher seniority date.
- 3.4 Recall - An employee shall be recalled from layoff according to their seniority. No new employee shall be hired until each employee on layoff status and the Union have been notified of the existing available position.
- 3.5 A Driver accepting a position outside the bargaining unit in the KSD Transportation Department shall have their seniority frozen as of the last day of driving; provided however, the only time such seniority can be utilized is in a layoff or reduction in force which would eliminate that employee's non bargaining unit position. In order to bump back into the bargaining unit, the employee must have enough frozen seniority to be placed in a route.

ARTICLE IV HOURS OF WORK

- 4.1 Workweek - The calendar week for payroll purposes is established from 12:00 A.M. Saturday until 12:00 Midnight the following Friday. For the purposes of scheduling regular assignments, the normal workweek shall be defined as five (5) consecutive days, Monday through Friday.
- 4.2 A "Regular Driver" shall be defined as a person who drives a regularly scheduled A.M. (Morning) and P.M. (Afternoon) route.
- 4.2.1 A "Regular Relief Driver" shall be defined as a person without a regular A.M. and/or P.M. assignment who covers employee absences or open routes. In the event there is no route to drive, the Regular Relief Driver shall be assigned other duties by the Transportation Department. A Regular Relief Driver shall not bid for extra board trips with a departure earlier than 9:15 a.m. or before 4:30 p.m. for an after school trip. The dispatcher may assign a trip with an earlier departure time to an A.M. Regular Relief Driver if no other Regular Driver is available.
- 4.2.2 Regular Drivers and Regular Relief Drivers shall be guaranteed an A.M. and a P.M. route daily, with the exception of emergency schedule days.
- 4.2.3 Substitute Drivers shall receive all hour guarantees on the same basis as a Regular Driver for those routes and runs which they are assigned to work. After assignments are made to Regular Relief Drivers, Substitute Driver seniority shall be the determining factor when offering regular driver positions, daily work assignments and temporary route assignments. Substitute drivers are not entitled to bump other substitutes for more hours once assignments are accepted. The District will make daily assignments of routes/runs with more hours starting with the most senior substitute driver. Temporary assignments of less than forty-two (42) calendar days shall be assigned by seniority to the substitute drivers. Once accepted the substitute driver must drive the assignment until it ends.

- 4.3 Regularly assigned A.M./P.M., routes and Extra Signed for Work shall be a minimum of two (2) hours each. Extra Signed for Work may be less than two (2) hours, provided the route is a continuation of the driver's A.M. or P.M. route.
- 4.4 Employees shall receive pay for the purpose of bus warm-up and clean-up not to exceed thirty (30) minutes per day.
- 4.5 Regular Assignments - All work made available to the bargaining unit and regularly assigned routes shall be posted and assigned by seniority and in accordance with the terms and conditions of the Labor Agreement.
- 4.5.1 A difference in total assigned hours of twenty (20) minutes per day shall constitute grounds for "bumping" a less senior driver. Upon receipt of a written request for "bumping," the District has five (5) working days to respond to the request. Bumping a "junior" driver for time will begin at the bottom of the seniority list.
- 4.5.2 The Employer shall calculate and post semi-annually the regular route hours, of each employee as of October 15th and February 15th, which shall be considered the bump hours.
- 4.5.3 Total assigned hours shall be defined as the total of the regularly scheduled A.M. and P.M. routes.
- 4.5.4 The Employer reserves the right to add or delete stops and/or routes in order to facilitate scheduling and/or for economic reasons.
- 4.5.5 Non-Driving Driver Assignments - All part-time temporary non-driving Driver assignments (other than ADA accommodations and/or Light Duty) performed by drivers will be posted for all Regular Drivers. The posting shall contain a general description of the work, hours, and approximate length of the assignment. Interested Regular Drivers will sign for the work. The assignment will be awarded based on Driver seniority for those who have or can obtain with training (two (2) days or less of on the job training) the ability to complete the desired work assignment. In the event there is a more complex assignment requiring specialized skills needed immediately without training, the posting will indicate that and what the specialized skills are. In that case, the senior most Regular Driver qualified to complete the assignment will be selected.
- 4.6 Temporary Vacancies - All work made available to the bargaining unit and all vacant routes that become vacant due to the long-term temporary absence of the regular driver shall be posted, provided that upon notice the Employer is made aware that the absence shall continue in excess of forty-two (42) calendar days. Vacant routes shall be offered for bid to regular drivers by seniority.
- 4.6.1 The regular driver that successfully bids on the temporarily vacated route shall have their route offered for bid to regular drivers. Should no driver bid on the route, then the Employer shall assign the route to an unassigned driver.
- 4.6.2 In the event a driver bids a route pursuant to Section 4.6 they will be ineligible for bumping rights for the remainder of the temporary assignment.

- 4.6.3 The subsequent vacancy created in Section 4.6.1 shall be filled through assignment by the Employer.
- 4.6.4 The driver returning from the temporary absence shall return to their regular assignment and the drivers who exercised their rights under Sections 4.6 through 4.6.2 shall return to their previous assignments.
- 4.6.5 Posting Permanent Vacancies - All open routes that become vacant due to voluntary resignation, termination, and/or retirement shall be posted for bid within five (5) working days. Said route(s) shall be posted for a minimum of twenty four (24) hours (one (1) work day) and assigned in accordance with seniority. The subsequent vacancies created shall be handled in the same manner.
- 4.7 Extra Board Trips - Extra Board Trips shall be defined as runs other than regularly assigned routes, such as Field Trips, Athletic Trips and Overnight Trips. All Extra Board Trips shall be assigned by seniority in accordance with current practice. In the event that a driver who has already been assigned a trip finds a trip on the Late board or the Hot board that exceeds their assigned trip by thirty (30) minutes or more, the driver may "trade up" to the trip with more hours. Requests to "trade up" must be made twenty-four (24) hours or more before the trip departs, and will be assigned by seniority. Generally trips shall be scheduled to maximize the transportation workforce.
- 4.7.1 No Regular Driver shall be eligible for an Extra Board Trip assignment that would cause that driver to work in excess of forty (40) hours per calendar week unless the Extra Board Trip has been assigned to prevent the trip from being chartered.
- 4.7.2 Trips shall be posted showing destination, program, departure time, return time and number of hours. To be eligible for an extra board trip, drivers must be able to meet the criteria within this section.
- 4.7.3 Regularly assigned daily school bus runs shall supersede all other trip assignments for all employees, provided however, a driver may take off their route to avail himself for an Overnight Trip which includes Saturday and/or Sunday.
- 4.7.4 In the event no Regular Driver makes himself available for a trip, it shall be assigned to a Substitute Driver in order of seniority.
- 4.7.5 A Regular Driver who fails to execute an Extra Board Trip they have accepted shall forfeit Extra Board Trip driving equal to twice the hours of the Extra Board Trip that was not performed by the employee; unless absence was incurred for Sick Leave, Discretionary Leave, Bereavement Leave or Jury Duty and/or Subpoena Leave.
- 4.7.6 Safety and Security - The Employer shall install and maintain an electronic gate at the entrance of the bus parking lot. The Employer shall maintain an automated lighting system which illuminates all bus and car parking and walking areas at the Transportation compound. The Employer shall maintain video surveillance of all parking and designated walking areas, on District property, used by employees at the Transportation compound. The use and retention of these videos shall be in compliance with the negotiated "Video Cameras on Buses" Letter of Agreement, Appendix "C". The Employer shall de-ice and/or remove snow from walking areas

as necessary to provide reasonable access to the Transportation Office and areas on District property where buses and cars are parked. The Employer shall maintain with fog line white striping all designated Employer approved Employee walking and crossing areas at the Transportation compound. All Employees shall be provided Employer maintained ANSI class two (2) safety vests which shall be worn by all Employees when walking in any parking or walking area of the Transportation compound. Employees who choose to provide and wear their own safety vests/outerwear are expected to have ANSI class two (2) as well. Any bus accident which occurs on District property and results in an injury reportable to L and I, shall be reported immediately to the District safety office and/or law enforcement, as needed to ensure timely and accurate documentation of the event by a trained person outside of the Transportation Department. Drivers involved in a bus accident involving an injury to themselves, co-workers, the public, and/or students shall be relieved from driving (non-disciplinary) with pay for the remainder of the employee's scheduled work day.

- 4.7.6.1 Adult volunteers shall be allowed to accompany drivers of Extra Board Trips, provided that the volunteer(s) have undergone a fingerprint and background check equivalent to that which the drivers must submit to.
- 4.8 Summer Work - Summer work shall be assigned in accordance with the provisions of this Agreement. Summer route assignments shall be driven by the Driver assigned the route in its entirety except for approved leave under Article VIII (excluding EDL).
 - 4.8.1 An employee who reports for summer work when the Employer has failed to give proper advanced notice of a variance in the employee's work schedule shall be guaranteed two (2) hours pay.
 - 4.8.2 Employees who sign for summer work and who have also enrolled in training classes that will increase their job-related qualifications may be excused from their summer work assignments by the Employer to attend such classes without loss of seniority or the work assignments.
 - 4.8.3 Summer Trips - Extra Board Trips shall be offered on a seniority basis from a list of interested Summer Drivers who shall be notified by phone of available Summer Trips. In the event the summer driver does not respond when called, the next person on the list shall be called. This procedure shall continue through the seniority list for any and all successive trips until all the names on the list have been called.
 - 4.8.4 All summer route and trip vacancies shall be filled from the list of available drivers according to seniority.
- 4.9 Route Preference Sheet - No later than the last day of the school year, employees shall indicate in writing their preference for work assignments for the upcoming school year. Employees may amend such preference up to and including June 30th. Employees shall be advised of their work assignments as soon as practicable prior to the beginning of the assignment.

- 4.10 Extra Signed for Work - Extra Signed for Work is defined as additional work on a day-to-day basis or is more than one (1) day in duration and is outside of the A.M./P.M. route. In the event that an Extra Signed for Work assignment is available on a day-to-day basis, said work shall be assigned to the senior most driver who has signed the daily Extra Signed for Work list. For prearranged driver absences of four (4) or more days, said work will be posted. If the absent driver returns, the assignment will revert back to the returning driver. Normal restrictions on assignments will apply. Work assignments covered under this section may be traded provided there is an increase of ninety (90) minutes or more per week.
- 4.10.1 A Regular Driver giving up Extra Signed for Work shall automatically be placed last on the Extra Board and Extra Signed for Work seniority lists. This will be indicated on the seniority lists by an asterisk next to the driver's name. Drivers will retain their seniority for daily hot trips.
- 4.11 Inclement Weather - On a day when normal school schedules are revised or canceled due to emergency, weather or road conditions, drivers shall be notified by way of an internal Transportation phone tree maintained by the Transportation Department in collaboration with the Shop Stewards and public media.
- 4.12 Unsafe Vehicles - No driver shall be required to drive any vehicle, which is not in a safe operating condition. In the event the driver should discover a vehicle to be defective, the driver must immediately notify the Director of Transportation verbally or in writing as soon as practicable.
- 4.13 In accordance with the provisions of RCW 46.37.010, it shall be the driver's decision as to whether or not their vehicle is in unsafe condition.
- 4.14 Upon request, a driver shall be permitted to review the service record of their assigned bus.
- 4.15 A driver shall be advised prior to their run by bulletin board posting, when their bus is out of service.
- 4.16 On overnight trips, the employee shall be paid a minimum of either eight (8) hours per day, or their actual driving time, whichever is greater. Drivers shall receive reimbursement for travel expenses pursuant to District Policy No. 3362.
- 4.17 An employee who reports for work when the Employer has failed to give proper advanced notice (at least one (1) hour) of a variance in the employee's work schedule shall be guaranteed two (2) hours pay. An employee, who reports for work for an Extra Board Trip during the evening hours and/or on a non working day when the Employer has failed to give prior notice of cancellation or alteration of the trip, they shall be given priority for similar hour Trips from the Late/Hot Board identified in Section 4.7 during the workweek of the canceled or altered Extra Board Trip. If an employee is unable to make up equivalent time lost with Late/Hot Board Trips during the same workweek of the canceled or altered Extra Board Trip, they will be paid the difference between the canceled or altered trip hours and the Late/Hot Extra Board Trips hours subsequently worked.

- 4.18 Drivers of special education and McKinney-Vento routes shall not lose driving time on any day in which a student's absence would cause a shortening of the regular scheduled route. Instead, the employee shall clock in/out at their regular time(s) and perform duties as assigned by the Employer. Drivers with out of District special education runs on KSD student days may clock in/out at their regular time(s) and perform duties as assigned by the Employer. The employee shall notify the Transportation office of their availability, as soon as feasibly possible, due to a shortened route in accordance with this section.
- 4.18.1 At the employee's option, the employee may clock in or out at the shortened schedule time.
- 4.19 Thirty (30) minutes or less between assignments shall be considered paid time.
- 4.20 Meal Periods - Employees shall receive an unpaid meal period of one-half (1/2) hour which shall commence no less than three (3) hours or more than five (5) hours from the beginning of the employee's work shift.
- 4.21 Rest Periods - Employees shall receive a rest period of not less than fifteen (15) minutes on the Employer's time for each four (4) continuous hours of working time. Rest periods shall be scheduled as near as practical to the midpoint of each four (4) hour work period. Rest periods shall be at a district work site.
- 4.22 Cleaning Supplies and End of Year Cleaning – The Employer shall provide and maintain bus cleaning supplies (mops, mop buckets, window cleaner etc.) at each tire thumper station and at other locations designated by the Employer. The normal work schedule for all employees on the last student day of each year shall include an additional hour set aside for deep cleaning of the buses. Additional time may be authorized by the Employer on a case-by-case as needed basis.

ARTICLE V OVERTIME

- 5.1 "Overtime" as used in this Agreement shall mean all hours worked in excess of forty (40) hours of work within the calendar workweek.
- 5.2 All authorized overtime shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.
- 5.3 Should it become necessary for a Regular Driver to work overtime, such Regular Driver shall not be laid off during their regularly scheduled working hours in order to equalize the overtime.
- 5.3.1 Employees are expected to be off the clock and duty free during excessive standby time created by fall and spring conference schedules and pursuant to Section 4.18.
- 5.4 It is the intent of this Agreement that Extra Board Trips be assigned in such a manner so as to eliminate or minimize overtime payments. In the event overtime work is necessary, such work shall be assigned according to seniority.

- 5.5 An employee whose actual driving time started before the commencement of the calendar week (12:00 A.M. on Saturday) shall count such continuous driving time beyond midnight within the same workweek and the overtime provisions shall apply when applicable. This time will not apply in the upcoming workweek.

ARTICLE VI RATES OF PAY

- 6.1 The rates of pay for employees covered by this Agreement shall be as set forth within Appendix "A", which by this reference is incorporated herein as if set forth in full.

ARTICLE VII HOLIDAYS

- 7.1 Regular Drivers shall receive the following holidays with pay:
- Labor Day
 - Veteran's Day
 - Thanksgiving Day
 - Day before or after Christmas Day
 - Christmas Day
 - New Year's Day
 - Martin Luther King, Jr.'s Day
 - President's Day
 - Memorial Day
 - Independence Day (for regular employees who work one (1) or more times between July 1st and July 10th)
- 7.2 Holidays shall be honored on those dates designated by the Superintendent or designee.
- 7.3 Regular Driver shall be paid for all such holidays at their regular straight-time hourly rate of pay.
- 7.4 If any work is performed by a Regular Driver on the afore-referenced holidays, additional compensation at one and one-half (1-1/2) times their regular hourly rate shall be paid.
- 7.5 Regular Drivers who do not work on the afore-referenced holidays designated above shall be paid at their regular straight-time hourly rate of pay for such holidays; provided however;
- 7.5.1 The Regular Driver shall have reported and worked as scheduled on the employee's regularly scheduled workday immediately preceding and immediately following the holiday except for excused absences or illnesses.
- 7.5.2 If a Regular Driver fails to report and work as scheduled on either the day immediately preceding or immediately following the holiday for absence due to personal illness, he shall submit proof of such illness.
- 7.5.3 Regular Drivers who are on a leave of absence shall not be eligible for holiday pay.

- 7.6 All Regular Drivers shall receive payment for each holiday based upon their regular number of daily working hours.

ARTICLE VIII LEAVES

PREAMBLE: The Employer and the Union mutually agree that Article VIII shall be interpreted to include Paid Sick Leave rights to all eligible employees at a minimum as established by the Washington State Legislature pursuant to RCW 49.46.210 and Washington State Paid Family Leave as established by the Washington State Legislature pursuant to RCW 50A.04.

- 8.1 Leave for illness, Injury and Emergency - Each regular employee shall be granted twelve (12) days annual leave for illness, injury and emergencies as defined herein (referred to hereinafter as "Sick Leave"). Sick Leave shall be accumulative as provided by law. Sick Leave shall be credited to the employee as of the first student day or September 1st whichever comes first each school year. For employees commencing work after the first student day or September 1st, the sick leave shall be pro-rated accordingly.

- 8.1.1 Employees may use sick leave for the following purposes.

(1) Personal illness:

Accumulated sick leave shall be granted when an employee is required to be absent from work for any of the following reasons:

- (a) The employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive care;
- (b) Exposure of the employee to contagious disease when attendance at work would jeopardize the health of others;
- (c) Disability of the employee due to pregnancy or childbirth;
- (d) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.

(2) Illness of a family member:

Accumulated sick leave shall be granted when an employee is required to be absent from work to provide care to a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care. Family member means any of the following:

- A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.

- A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- A spouse.
- A domestic partner.
- A grandparent.
- A grandchild.
- A sibling; or
- Someone in the immediate household (living in the same family unit, not necessarily related).

(3) Unforeseen family/child care requirements:

Such use of sick leave shall normally be limited to a maximum of one day per incident, and to three days in any calendar year.

(4) Emergency Leave:

Emergency is defined as the immediate need to protect property. The Employer reserves the right to request documentation of the need for Emergency Leave. Failure to provide documentation which proves the need for Emergency Leave may result in the denial of pay.

8.1.2 Sick Leave Cash Out - In January any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four (4) full days accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation; provided that no employee may receive compensation under this Section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month. Upon retirement, the sick leave cash out will be subject to the bargaining unit's VEBA contract vote. At the time of separation from employment due to death, the employee's estate shall receive remuneration for unused sick leave. In either case, the unused sick leave will be paid at a rate equal to one (1) day's current employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) days accrued leave for illness or injury. No more than one hundred eighty (180) Sick Leave days shall be eligible for conversion. Any such conversion shall be subject to the terms and limitations of applicable statutes and regulations.

8.1.3 Compensation for a day of Sick Leave shall be the employee's hourly rate of pay multiplied by their daily benefit hours. When the use of sick leave puts an employee in a situation in which they may receive more than forty (40) compensable hours in a week, the employee shall give back, without penalty, any trips that put them over forty (40) compensable hours. If there is not an opportunity to return the trip, the total of work time and sick leave time shall be adjusted to be no more than forty (40) hours. Any additional sick leave time will remain in the employee's sick leave balance. Penalties for scheduling over forty hours continue to apply.

During any week the employee's sick leave hours combined with their contract hours may not exceed the employee's weekly benefit hours. If the employee adds a trip during a week that paid leave is used, the combination of paid leave, regular scheduled time and the trip will not exceed forty (40) hours in the week without the Transportation Director's approval.

If a trip will put the employee over forty (40) hours for the week, including paid leave, the hours over forty (40) will be backed out of the paid leave. If the employee's projected (contract hours plus paid leave plus trips) will exceed forty (40) hours in any week, any additional trips must be turned back in. Holidays are not considered paid leave.

8.1.4 For any absence in excess of five (5) consecutive working days, certification must be made by a practicing physician, dentist, or other person licensed to perform customary health services, that the absence was due to illness or injury. For absences in excess of twenty (20) days, the Employer will require a medical certification by a practicing physician, dentist or other person licensed to perform customary health services, to verify that the absence was due to illness or injury. The medical certification can be obtained from and returned to the Human Resources Benefits Office.

8.1.5 Employees may be subject to progressive discipline for absenteeism under the following circumstances:

- 1) Maintaining zero leave balances without proper documentation from a healthcare professional.
- 2) Establishing a pattern of absenteeism that indicates leave abuse.
- 3) Chronic tardiness.
- 4) Other clear indications of leave abuse.

Employees who are subject to discipline for leave abuse may be required to document the reasons for their absence(s).

Habitual annual high absenteeism rates not associated with an approved leave and/or protected by State or Federal Law (20 days or more per school year) by an individual may be grounds for discipline up to and including dismissal.

Employees who have exhausted all leave provisions pursuant to Article VIII and who continue to be absent from work without prior arrangement will be considered to be in a status of job abandonment. Job abandonment will generally be cause for discipline up to and including dismissal.

8.1.5.1 Special education drivers who receive discipline under section 8.1.5 are disqualified from a special education route assignment the following school year.

8.1.6 Sick Leave accumulated in any school district in the State of Washington shall be granted to such person upon employment with the Employer; provided however, such accumulated Sick Leave shall have been verified by the previous employer(s).

- 8.1.7 In the event of a strike or work stoppage by any association or union associated with the Kent School District, the Board of Directors reserves the right to ask for a doctor's validation of illness; provided, the Board acts to give advance notice that this provision will be implemented during a specific time.
- 8.1.8 While on Sick Leave, seniority shall not be lost, and both Sick Leave and seniority shall accrue.
- 8.1.9 Any employee returning from taking Sick Leave and/or Shared Leave shall be assigned to the same position held at the time the leave commenced.
- 8.2 Medical Leave - An employee unable to work because of health reasons may be granted a leave of absence up to one (1) year without pay to begin upon exhaustion of all accrued leave.
- 8.2.1 The Employer may require certification by a practicing physician, dentist, or other person licensed to perform customary health services that the medical reason is valid and may also require that the employee present written permission by the physician, dentist, or other person licensed to perform customary health services, before returning to active service.
- 8.2.2 An employee returning from Medical Leave shall be assigned to the same position.
- 8.2.3 While on Medical Leave, Sick Leave and seniority shall not be lost, and seniority shall accrue.
- 8.3 Maternity Leave - An employee who is pregnant shall be granted, upon approval of the Employer, a Maternity Leave. This leave may begin at any time between the commencement of pregnancy and the birth of the child, as certified by the employee's healthcare provider, and may continue for a period until the employee's healthcare provider certifies the employee is no longer disabled due to pregnancy and/or recovery from childbirth. The maximum period of maternity leave will not exceed twelve (12) weeks following the birth of the child. Requests for Maternity Leave shall be made in writing to the Employer at least thirty (30) days prior to the date on which the leave is to begin. An employee who is pregnant may continue in active employment as late into her pregnancy, as she desires, unless her healthcare provider certifies that she is unable to properly perform her required duties.
- 8.3.1 All or any portion of a Maternity Leave taken by an employee because of a medical disability may, at the employee's option, be charged to her available Sick Leave for the period the employee's healthcare provider certifies in writing that the employee is disabled due to pregnancy and recovery from childbirth.
- 8.3.2 Parental Leave - An employee shall be granted a Parental Leave with or without pay for a period of up to twelve (12) weeks after the birth of the child, and may, upon approval by the Employer, extend such leave for a period of up to one (1) year following the birth of a child. An employee will be allowed to use sick leave during Parental Leave, to the extent that the employee's presence is certified to care for a newborn child and/or spouse or domestic partner recovering from

childbirth, as certified by the healthcare provider for the child and/or mother. Requests for Parental Leave shall be made in writing to the Employer at least thirty (30) days prior to the date the leave is to begin. In the event an employee has been on maternity leave, the combined leave is for a maximum total of twelve (12) weeks following the birth of a child unless an extension is approved.

8.3.3 Adoption Leave - An employee adopting or receiving permanent custody of a child through the age of five (5) shall be granted a leave with or without pay for a period of up to twelve (12) weeks after receiving actual custody of the child, or prior to receiving custody if necessary in order to fulfill requirements for adoption; and may, upon approval by the Employer, extend such leave for a period of up to one (1) year. An employee will be allowed to use sick leave during Adoption Leave, to care for the adopted child, as certified by the healthcare provider for the child. Requests for Adoption Leave shall be made in writing to the Employer at least thirty (30) days prior to the date the leave is to begin.

8.3.4 Early Return From Leave - An employee who has been granted Maternity, Parental or Adoption Leave and desires to return to service during the period of the leave may return at a time mutually agreeable with the Employer. An employee returning from Maternity Leave must provide a return to work certification from her healthcare provider.

8.3.5 Re-Employment Rights - Assignments upon return from Maternity, Parental or Adoption Leave shall be guaranteed and shall provide for replacement into the employee's former position, if available, or if not available, at least an equivalent position. Such employee shall retain all rights, seniority, and benefits commonly afforded employees on leave without pay. While on Parental or Adoption Leave without pay, Sick Leave and seniority shall not be lost, and seniority shall not accrue. While on Maternity Leave, Sick Leave and seniority shall not be lost, and seniority shall continue to accrue.

8.4 An employee shall be granted leave without pay up to a twelve (12) week maximum for the purpose of caring for a terminally ill child under the age of eighteen (18), upon receipt of a medical certification from the child's healthcare provider.

8.4.1 If such leave is foreseeable; the leave shall be requested at least fourteen (14) days in advance.

8.4.2 Any employee returning from such leave shall be assigned to the same position held at the time the leave commenced, or if that position is no longer available, the employee shall be assigned to an equivalent position if possible.

8.5 Bereavement Leave - Up to five (5) days Bereavement Leave shall be granted with pay for each death in the "Immediate Household" or "Immediate Family." The Union and the Employer agree that abuse of Bereavement Leave is misconduct. In the event there is an investigation by the Employer regarding abuse of Bereavement Leave, the Employer may request proof of need for leave. Examples of proof are copies of death certificate, obituary, memorial service flyer, or a written statement from a family member, clergy, or medical provider.

- 8.5.1 The immediate family shall be defined as spouse, domestic partner, father, mother, son, daughter, sister, brother, grandparent, or grandchild. These categories, when applicable, will include in-law, step, and foster relationships. "Immediate Household" shall be defined as, all people living in the same family unit, not necessarily related. "Not Immediate Family" shall be defined as niece, nephew, aunt, uncle, cousin, or close friend.
- 8.5.2 One (1) day of Bereavement Leave may be granted for a person within the "Not Immediate Family" definition.
- 8.5.3 Bereavement Leave shall not be cumulative.
- 8.5.4 While on Bereavement Leave or Sick Leave seniority shall not be lost, and shall continue to accrue.
- 8.6 Discretionary Leave - Employees shall be eligible for Discretionary Leave in accordance with the following:
- 8.6.1 Employee Discretionary Leave - A regular employee may use up to three (3) days of Employee Discretionary Leave with pay per year for situations that require absence during working hours to transact or attend to personal or legal business or family matters; provided however, no more than three percent (3%) of all Regular Drivers (rounded to the nearest whole number) shall be granted such leave for any given day. Employee Discretionary Leave shall not be granted on the day directly before or after holidays or official designated Kent School District breaks (e.g., winter break, President's week, spring break and summer breaks).
- 8.6.1.1 To apply for such leave, the employee must give notice to the Employer, identifying it as Employee Discretionary Leave, at least two (2) days in advance of taking said leave.
- 8.6.2 No Employee Discretionary Leave shall be applicable in cases of self-determined hazardous road conditions when the Employer determines that school shall be held. No Employee Discretionary Leave shall be accumulative.
- 8.6.3 While on Employee Discretionary Leave, Sick Leave and seniority shall not be lost and seniority shall accrue.
- 8.6.4 Employee Discretionary Leave can be used only in half, third (midday run), or whole day increments, and is not allowed for partial usage except in case of emergency, as approved by the Director of Transportation.
- 8.6.5 Employee Discretionary Leave Incentive - An employee shall receive compensation for unused Employee Discretionary Leave as of August 31st each year. On or before September 10th annually, employees with a balance of Employee Discretionary Leave shall be eligible to receive compensation at the regular rate of pay. Payment shall be made on the September pay warrant, consistent with published Employer payroll cutoff dates and provided that the employee records do not otherwise indicate ineligibility. Further, in order to exercise this option, an employee must be a current employee at the time such payment is to be made.

- 8.7 Jury Duty or Subpoena Leave - Leaves of absence with pay shall be granted when an employee is called for Jury Duty or when subpoenaed as a witness.
- 8.7.1 If an employee is summoned for jury duty, a copy of the summons shall be presented to the Transportation Director. If the employee or the district believes that a leave for jury duty during the specified time will compromise public necessity or present an undue hardship or extreme inconvenience for either the employee or the transportation department, the district will assist the employee in rescheduling their jury duty or requesting the court to excuse the employee from service. An employee absent for jury duty leave will be paid their or her regular wages. Such absence will be supported by a statement signed by the clerk of the court certifying each day of jury duty. Due to costs associated with travel, parking, and meals during jury service, an employee called for jury duty may accept the nominal daily expense payment from the court.
- 8.7.2 When an employee is subpoenaed as a witness in a court or other legal proceeding, leave may be granted with full salary for any day during which the employee testifies or is required by the court to be in attendance in anticipation of providing testimony. Due to costs associated with travel, parking, and meals during jury service, an employee called as a witness may accept the nominal daily fee from the court. If an employee anticipates being paid expert witness fees, permission for such testimony must be obtained from the district and leave shall be taken by the employee for time spent in court during which the employee anticipates compensation as an expert witness. Any subpoena leave will be supported by a statement signed by the clerk of the court certifying each day the employee was required by the court to be in attendance as a witness.
- 8.7.3 On any date that an employee is released from jury duty or as a witness by the court, the employee shall immediately inform the Director of Transportation and report to work if requested to do so.
- 8.7.4 While on Jury Duty or while serving as a subpoenaed witness, Sick Leave and seniority shall not be lost and seniority shall accrue.
- 8.8 Military Leave - The Employer shall comply with current Federal and State statutes.
- 8.8.1 While on Military Leave, Sick Leave shall not be lost, seniority and longevity shall accrue.
- 8.9 On-the-Job Injury - Employees shall be covered by the Washington State Workers' Compensation Law, self-insured by the Kent School District. The cost of the industrial Insurance and Medical Aid coverage shall be borne by the Employer. The cost of the Pension Fund (long-term disability) shall be shared equally by the employee and the Employer in accordance with the Workers' Compensation Law.
- 8.9.1 In the event an employee is absent for reasons which are compensable industrial injuries in accordance with Washington State Industrial Insurance law, the Employer shall at the employees request pay the employee an amount equal to the difference between the amount paid the employee as determined by Industrial

Insurance law and the amount the employee would have normally earned, to the limit of accumulated Sick Leave. Once the difference is ascertainable, such payment shall be made in the next scheduled pay period. A deduction shall be made from the employee's accumulated Sick Leave proportionate to the amount actually paid to the employee by the Employer in excess of Washington State Industrial Insurance law payments. In the event of any overpayment, the Employer shall make a correction thereof on a reasonable basis.

- 8.9.2 An injury while on duty shall include and be limited to physical injuries sustained on or off Employer property to an employee performing services required by the Employer in connection with the performance of an employee's regular responsibilities as required by State law.
- 8.9.3 While on On-the-Job Injury Leave, Sick Leave and seniority shall not be lost and seniority shall accrue.
- 8.9.4 Light Duty - In unusual situations of temporary leave or temporary assignment related to on-the-job injury, which may adversely impact the employment status of employees, the Employer and the Union shall consult, on a case-by-case basis, to determine the appropriate status of the affected employees. Stipulations, conditions and determinations concerning such status, if any, will be provided pursuant to a Letter of Agreement executed between the parties.
- 8.10 Leaves of Absence - Regular employees may be eligible to receive a Leave of Absence subject to approval by the Employer for a period not to exceed one (1) year.
 - 8.10.1 An employee returning from a Leave of Absence shall be assigned to the same or equivalent position.
- 8.11 An employee shall be permitted the option of continuing as an active participant in the employer's Insurance programs during any Leave of Absence without pay; provided however, the employee shall make all required contributions and there shall exist no obligation for the Employer to make contributions on behalf of the employee during such Leave of Absence.
- 8.12 Leave Sharing - The Employer shall administer a leave sharing program in accordance with the District Policy No. 5406 for employees suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature, as authorized by RCW 28A.400.380, RCW 41.04.650, and RCW 41.04.665.
 - 8.12.1 "Extraordinary or severe" means serious or extreme and/or life threatening, as defined in WAC 392-126-065.
- 8.13 An absence for the entire day shall be counted as one (1) day absence and a portion of the day (i.e. A.M., P.M., Midday, Shuttle, or Activity), shall be counted as the same portion of an absence, except for an industrial injury absence, based on the employees (FTE) daily hours when the absence occurs.

- 8.14 In accordance with the Family and Medical Leave Act (P.L. 103-3) and in addition to any other leave provisions in this Agreement, every eligible employee shall have the right to take up to a combined total of twelve (12) weeks of leave without pay per school year in connection with: (1) the birth and first year of care of a child; (2) the adoption or foster parent placement of a child, (3) the serious health condition of an employee's spouse, child, or parent; and (4) the employee's own serious health condition. When medically necessary, leave may be taken intermittently or on a reduced leave schedule (a leave schedule which reduces the number of hours per workday). The taking of leave intermittently or on a reduced leave schedule shall not reduce the total amount of leave to which the employee is entitled.
- 8.14.1 An employee shall be eligible to use the provisions of this Section if the employee was compensated for one thousand two hundred fifty (1,250) hours or more during the previous school year.
- 8.14.2 A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves continuing treatment by a health care provider or inpatient care in a hospital, hospice or residential medical care facility. A "parent" means a biological parent or de facto parent. A "child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person who is acting as guardian; who is: (1) under 18 years of age; or (2) 18 years of age or older and incapable of self-care because of a mental or physical disability.
- 8.14.3 While an employee on Family and Medical Leave the Employer and the employee shall continue to make respective contributions to the employee's health care benefits so that the employee shall continue to receive health care benefits for the duration of the leave.
- 8.14.4 When foreseeable, the employee must provide thirty (30) days notice of the date when the leave is to begin, unless circumstances indicate otherwise, in which case the employee shall provide such notice as soon as possible.
- 8.14.5 The Employer may require the employee to provide certification from the employee's health care provider, or a family member's health care provider as to: (1) the date that the condition commenced, (2) the duration, (3) the necessity of the employee's leave, and (4) the employee's inability to perform their job functions. Upon return to work, the Employer may require the employee to provide certification from their health care provider that the employee is able to resume work.
- 8.15 Attendance Incentive Program - The goal of this program shall be to reduce employee absenteeism, excluding absences for Employer provided training, bereavement leave, military duty, jury duty, approved Union Leave, and approved L&I up to twenty (20) days per year. The missing of an a.m. or p.m. run shall count as one-half (1/2) day of absence. For drivers who have an a.m., midday, and p.m. or a.m., p.m., and post p.m. regular assignment route, the missing of each portion shall count as one-third (1/3) day of absence. An eligible employee shall receive a reward payment of:

- (a) four hundred dollars (\$400) for each semester in which the employee misses zero (0) workdays OR
- (b) three hundred dollars (\$300) for each semester in which the employee misses no more than one (1) workday; OR
- (c) two hundred dollars (\$200) for each semester in which the employee misses no more than two (2) workdays.

In order to be eligible for a reward payment, a driver must have been employed for the entire semester. Attendance Incentive payments shall be payable in the July pay warrant.

ARTICLE IX HEALTH CARE INSURANCE AND RETIREMENT

- 9.1 Insurance Programs - The Employer and the Union agree Article IX, benefits provided, open enrollment, and eligibility shall be in compliance with applicable Washington State Law(s) related to healthcare benefits for School Employees as established by the School Employee Benefits Board (SEBB) and as administered by the Washington State Healthcare Authority (HCA) and/or similar statewide jurisdictions.
- 9.2 Employees may, at their expense, participate in optional benefits that are made available through the Employer as allowed by the SEBB.
- 9.3 Liability Insurance - Employees shall be covered by the Employer's liability insurance policies to the extent provided therein.
- 9.4 The Employer and the Union will participate in the Voluntary Employee Benefit Account (VEBA) for retiring employees.
- 9.5 Western Conference of Teamsters Pension Trust - On December 10, 2014, The Union held an election to determine whether the bus drivers and transportation assistants wanted to participate in the Western Conference of Teamsters Pension Trust. The Union certifies herein that such an election occurred and that bargaining unit members by majority vote determined that they wished to participate. Effective January 1, 2015, all bargaining unit members as recognized in the Collective Bargaining Agreement shall participate in the Western Conference of Teamsters Pension Trust Fund (the "Trust Fund"). Contributions shall be made for all bargaining unit members as recognized in the Collective Bargaining Agreement, based on the previous month's compensable hours, starting with compensable hours earned in January, 2015, and paid in the February, 2015 pay warrants. Said contributions shall be made by all bargaining unit members through a pre-tax payroll diversion from their monthly earnings for all compensable hours to the Trust Fund's "basic plan" in the manner set forth below. The "basic plan" for purposes of this Agreement means the Trust plan that does not include a Program for Early Retirement (PEER).
- 9.5.1 The total amount due to the Trust Fund for each monthly payroll period shall be remitted to the Administrator for the Trust Fund in a lump sum by the District on or before the 20th of each month for all compensated hours during the preceding

month. The District shall abide by rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the reporting and recording of the contribution amounts paid for all bargaining unit employees.

- 9.5.2 Effective January 1, 2016, for all regular and substitute bus drivers, the payroll diversion amount shall be one dollar and fifty cents (\$1.50) per hour for all compensated hours on a pre-tax diversion basis.
- 9.5.3 Effective January 1, 2018, for all bus transportation assistants, the payroll diversion amount shall be one dollar and fifty-five cents (\$1.55) per hour for all compensated hours on a pre-tax diversion basis.
- 9.5.4 The pre-tax hourly diversions provided for in Sections 9.5.2 and 9.5.3 may be increased by a majority vote of the affected classification. In the event this occurs the Employer and the Union will execute a Letter of Agreement modifying Section 9.5.2 and/or Section 9.5.3.

ARTICLE X MISCELLANEOUS

- 10.1 Required Meetings - Drivers who are required by the Employer to attend meetings called by the Employer, court hearings, either in their own defense or as a witness on Employer-related hearings or any other Employer-related business, shall be given a release from any driving assignment for the time needed for said meeting without penalty and shall be compensated for all time lost at their regular straight-time hourly rate of pay.
- 10.2 Assistance - Each employee shall be entitled to appropriate assistance and support from administrators in connection with discipline problems relating to students. Each employee may use such reasonable action as necessary to protect himself, a fellow employee or administrator or a student from attack, physical abuse or injury.
- 10.3 Special Education Transport Aides - Drivers transporting Special Education students may request Aides through the Transportation Department. Aides from the Special Education Department shall be provided to assist Drivers on Special Education routes when a need is established between the Special Education Department and the Transportation Department.
- 10.4 Uniforms - Uniforms shall not be required; provided however, for safety and professional appearance, no shoes with wooden soles or heels more than two (2) inches high, or inappropriate sweatshirts, tank tops, printed t-shirts, loose bows, or loose ties shall be permitted. The above shall be enforced pursuant to Transportation Department policy.
- 10.5 Renewal of Contract - The Employer shall notify all employees ten (10) working days before the last working day of the school year if the employee is not to be retained for the following school year.
- 10.6 Notification of Availability - The Employer shall notify all employees ten (10) working days before the last working day of the school year if the employee plans to be available for bus driving during the next school year.

- 10.7 Employer agrees to relieve driver from route assignment (partial assignment when feasible) for random drug screens. Employee will self transport unless special circumstances dictate otherwise.
- 10.8 Drivers assigned to regular and special needs routes shall keep their route books current and accurate, including stop locations and times, run directions, specific individual student information and passenger seating charts.
- 10.9 The Employer agrees to provide to the union steward any notice of training for the position of Driver Trainer that comes to the employer's attention. The purpose of this is so that the union steward may post such notice on the union bulletin board for the benefit of union members who wish to avail themselves of such training.
- 10.10 Benefit Hours: Benefit hours shall mean all hours worked per day for a two consecutive weeks divided by ten (10). Benefit hours shall be used for all paid leaves and Holidays. Benefit hours shall be calculated quarterly. These three (3) two (2) week periods will be selected in collaboration with the shop stewards by June 30 of the preceding school year. Employees may request benefit hours recalculations at any time.
- 10.11 Participation in Bus Rodeo related event(s), training, helping, and/or performing, is/are considered Effective Education eligible.

ARTICLE XI MANAGEMENT RIGHTS

- 11.1 Management Rights - Neither this Agreement nor the act of meeting and negotiating shall be construed to be a delegation to others of the policy making authority of the Employer which authority the Employer specifically reserves unto itself. The management of the District and the direction of the work force is vested exclusively in the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered by the Employer in accordance with such policy or procedure as the Employer from time to time may determine. Management officials retain the right and obligation to do the following as hereinafter enumerated:
- Direct employees covered by this Agreement.
 - Hire, promote, demote, assign, and retain employees of the unit and to suspend or discharge employees for just cause.
 - Relieve employees from duty because of lack of work or other legitimate reasons.
 - Determine the method, number and kinds of personnel by which operations undertaken by employees in the unit are to be conducted and the places and the manner in which they are to be performed.
- 11.2 Management prerogatives shall not be deemed to exclude other management rights not herein specifically enumerated.

ARTICLE XII DISCIPLINE AND DISCHARGE

- 12.1 The Employer shall not discipline or discharge employees without just cause.
- 12.2 Each employee has the right, during an investigatory interview, which the employee reasonable believes may result in discipline, to request the presence of their Union representative if the Union representative is available. If such representative is not available, the employee may request the presence of another immediately available Union representative.
- 12.3 Written notices of verbal warning and letters of warning to be considered as valid shall be issued to the Employee and the Union within ten (10) work days after occurrence of the violation claimed by the employer in such written notices.
- 12.4 Written notices of the intent to suspend or discharge to be considered as valid shall be issued to the Employee and the Union within twenty-five (25) work days after occurrence of the violation claimed by the Employer in such written notice of intent to suspend or discharge. A "Loudermill" hearing will occur within ten (10) work days of the written notice of intent to suspend or discharge. Final written discipline to be considered as valid shall be issued to the Employee and the Union within ten (10) work days from the date of the "Loudermill" Hearing or within ten (10) work days of the next regular Board of Directors meeting, whichever is later. Any employee choosing to appeal their suspension or discharge directly to the Board of Directors shall waive their right to grieve the suspension or discharge under Article XIII GRIEVANCE PROCEDURE.
- 12.4.1 Prior to the expiration of a timeline contained in Section 12.4, the Employer may request a specific extension of time in writing, indicating the specific amount of time needed and reason(s) for the timeline extension request. Provided the request for a timeline extension is in compliance with this Section, the Union will not unreasonably deny the request.
- 12.5 Except for infractions defined in WAC 181-88, written notices of discipline shall be expunged from the personnel file two (2) years from the date of issuance. The Employer shall keep a log of such written notices of discipline in the KSD Transportation Department which will be made available for review to the Shop Stewards and the Union upon request.
- 12.6 Employees may be subject to progressive discipline for traffic citations issued to them while operating the bus, inclusive of traffic citations issued to the Employer via speed and/or red light cameras. Employees, regardless of progressive discipline issued, shall reimburse the jurisdiction when their bus receives a traffic citation.

ARTICLE XIII GRIEVANCE PROCEDURE

- 13.1 A grievance shall be defined as a claim by an employee and/or the Union that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement, which claim deals with the interpretation or application of the specific terms of this Agreement. Grievances shall be processed as hereinafter provided.

- 13.2 STEP ONE - Employees and a Shop Steward(s) shall first discuss the grievance with the Director of Transportation. All grievances not brought to the Director of Transportation within fifteen (15) working days of the occurrence of the grievance shall be invalid and subject to no further processing. The Shop Steward will notify the Director of Transportation in writing of the need to schedule a Step ONE meeting. The written notice will include the general nature of the grievance and the employee affected if any.
- 13.3 STEP TWO - If the grievance is not resolved to the employee's satisfaction in accordance with STEP ONE within ten (10) working days of the STEP ONE meeting, the employee shall reduce to writing a statement of the grievance on a form provided by the Union and faxed, mailed, or hand delivered to the Union. The Union will then reduce to writing a grievance and provide same to the Employer containing the following:
- The facts on which the grievance is based.
 - A reference to the provision(s) of this Agreement, which have been allegedly violated.
 - The remedy sought.
- 13.3.1 The written grievance shall be submitted to the Director of Transportation within ten (10) working days of the informal meeting response outlined in STEP ONE. Within ten (10) working days after receipt of the written grievance the Director of Transportation shall communicate a written response to the grievant.
- 13.4 STEP THREE - If the grievance is not satisfactorily resolved at STEP TWO, the Union, may within ten (10) working days after receipt of the written response from STEP TWO, submit the grievance to the Superintendent of the District. Within ten (10) working days after receipt of the grievance, the Superintendent or designee shall communicate a written response to the grievant.
- 13.5 STEP FOUR - If the grievance is not resolved at STEP THREE, or if no decision has been made within the period provided, the Union may submit the grievance to arbitration. The Union may exercise its right to arbitration by giving the Superintendent written notice of its intent to arbitrate within fifteen (15) working days after the decision in STEP THREE or fifteen (15) working days after the time limit in STEP THREE, whichever occurs first.
- 13.5.1 Selection of Arbitrator - In regard to each case that reaches arbitration, the parties shall attempt to agree on an arbitrator to hear and decide the particular case. If the parties are unable to agree to an arbitrator within fourteen (14) days after submission of the written request for arbitration, the parties shall jointly request the Public Employee Relations Commission (PERC) to submit a panel of seven (7) arbitrators. Such request shall state the general nature of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the panel of seven (7) arbitrators is received, the parties in turn shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbitrator. The right to strike the first name from the panel shall be determined by lot.

- 13.6 Rules of Procedure for Arbitration - Arbitration proceedings shall be conducted in accordance with the following:
- 13.6.1 The arbitrator shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request such data as the arbitrator deems pertinent to the grievance and shall render a decision in writing to both parties within twenty (20) working days from the completion of the hearing unless otherwise mutually extended.
- 13.6.2 The arbitrator shall be authorized to rule and issue a decision in writing on the issue presented for arbitration which decision shall be final and binding on both parties.
- 13.6.3 The arbitrator shall rule only on the basis of information presented in the hearing. Additional information may be submitted only upon mutual written agreement by the Employer and the Union.
- 13.6.4 Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.
- 13.6.5 Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
- 13.6.6 The arbitrator's fees and expenses shall be borne equally by the Employer and the Union.
- 13.6.7 The total cost of the stenographic record, if requested, shall be paid by the party requesting it. If the other party also requests a copy, that party shall pay one-half (1/2) of the stenographic costs.
- 13.7 The Employer and the Union may mutually agree to extend the time limits at any STEP in the grievance procedure.
- 13.8 Binding Effect of Award - All decisions arrived at under the provisions of this Article by the representatives of the Employer and the Union or the arbitrator shall be final and binding upon both parties; provided however, in arriving at such decisions neither of the parties nor the arbitrator shall have the authority to alter this Agreement in whole or in part.
- 13.9 Time Limitations as to Back Pay - Grievance claims regarding retroactive compensation shall be limited to thirty (30) calendar days prior to the written submission of the grievance to Employer representatives; provided however, this thirty (30) day limitation may be waived by mutual consent of the parties.

- 13.10 Signing Grievance Does not Concede Arbitral Issue - The signing of any grievance by any employee or representative of either the Employer or the Union shall not be construed by either party as a concession or agreement that the grievance constitutes an arbitral issue or is properly subject to the grievance machinery under the terms of this Article.
- 13.11 Limits of the Arbitrator - The arbitrator cannot order the employer to take action that goes beyond law.
- 13.12 Nothing contained within this Article shall be construed so as to limit the individual rights of an employee as specifically set forth within RCW 41.56.0800.

ARTICLE XIV NO STRIKE AGREEMENT

- 14.1 No Strike/No Lockout - No strike, slowdown, or other stoppage of work shall be authorized by the Union, regardless of whether or not an unfair labor practice is alleged. The Employer shall not lock out any employee covered by this Agreement. Should a strike, slowdown or stoppage by the Union members occur, the Union shall immediately instruct its members to return to work. If the members of the Union do not resume work as required by this Agreement immediately upon being so instructed, they shall be subject to discipline up to and including discharge.
- 14.2 Sanctioned Picket Lines - Notwithstanding 14.1 above, no employees shall be discriminated against for refusal to cross a picket line of a strike sanctioned by the appropriate Central Labor Council or Teamsters Joint Council 28.

ARTICLE XV SAVINGS CLAUSE

- 15.1 Should any provision, application or portion thereof of this Agreement be held unlawful and/or unenforceable by any court of competent jurisdiction, Attorney General's opinion, auditor's report, or legislative or agency action, the parties shall negotiate to modify the provision, application or portion thereof specified in the decision. All other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE XVI DURATION AND MODIFICATION OF AGREEMENT

- 16.1 This Agreement shall be in full force and effect from September 01, 2021, through August 31, 2024.
- 16.2 Except as otherwise provided in Sections 16.3 and 16.4, all provisions of this Agreement shall be applicable during the entire term of this Agreement notwithstanding its execution date.
- 16.3 Not less than sixty (60) days before August 31, 2024, the Employer and the Union will meet to negotiate amendments to any and all provisions in this Agreement.

- 16.4 The Employer and the Union acknowledge that they have bargained with respect to all terms and conditions of employment. The Employer and the Union acknowledge that their agreements are fully set forth therein, and that the omission of any reference to any aspect of the terms and conditions of employment is intended to be a waiver of the right to bargain with respect to the particular subject during the term of this agreement.

PUBLIC, PROFESSIONAL & OFFICE-
CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763, affiliated with the
International Brotherhood of Teamsters

By Scott A. Sullivan By
Scott A. Sullivan
Secretary-Treasurer

Date 10/22/21

KENT SCHOOL DISTRICT NO. 415

Wade Barringer
Dr. Wade Barringer
Interim Chief Human Resources Officer

Date 10/14/21

APPENDIX "A"
to the
AGREEMENT
by and between
KENT SCHOOL DISTRICT NO. 415
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing Bus Drivers and Transportation Assistants)

September 01, 2021 through August 31, 2024

THIS APPENDIX is supplemental to the AGREEMENT by and between KENT SCHOOL DISTRICT NO. 415, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

- A.1 Effective September 01, 2021, the hourly rate of pay for all drivers shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>
Transportation Assistant	\$23.00
Probationary Driver Rate (Substitute and Regular)	\$25.41
Regular and Substitute Driver Rate	\$30.03
Certified Driver/Driver Trainer Rate	\$31.99

- A.1.1 Effective September 1, 2022, the hourly rates of pay set forth within Section A.1, shall be increased by the state funded inflationary increase provided for in RCW.28A.400.205 or four percent (4%) whichever is greater.

- A.1.2 Effective September 1, 2023, the hourly rates of pay set forth within Section A.1.1, shall be increased by the state funded inflationary increase provided for in RCW.28A.400.205 or four percent (4%) whichever is greater.

- A.1.3 Employees covered by this Agreement shall receive annually, in the September pay warrant, longevity recognition compensation as follows:

5 to 9 years:	\$500
10 to 14 years:	\$700
15 to 19 years:	\$900
20 to 24 years:	\$1,100
25 to 29 years:	\$1,300
30 years and beyond	\$1,500

A.1.3.1 Effective September 01, 2022, employees covered by this Agreement shall receive annually, in the September pay warrant, longevity recognition compensation as follows:

5 to 9 years:	\$500
10 to 14 years:	\$800
15 to 19 years:	\$1,000
20 to 24 years:	\$1,400
25 to 29 years:	\$1,600
30 years and beyond:	\$1,800

A.1.3.2 Effective September 01, 2023, employees covered by this Agreement shall receive annually, in the September pay warrant, longevity recognition compensation as follows:

5 to 9 years:	\$500
10 to 14 years:	\$800
15 to 19 years:	\$1,100
20 to 24 years:	\$1,500
25 to 29 years:	\$1,800
30 years and beyond:	\$2,000

Longevity as used in these sections shall include all years of employment as a driver (combined substitute and regular employment) and/or transportation assistant provided the employee has continuous employment within Kent School District's Transportation Department. Longevity steps shall be recognized for employees with hire dates on or before December 31st of each year.

A.2 Probation Rate - New employees shall be compensated at the Probation Rate for their first ninety (90) work days.

A.3 Mandatory Training - Employees shall be required to attend safety classes and informational meetings as required by the Employer, for which they shall be compensated at their regular hourly rate of pay. All state-required in-service training, first aid, and school bus driving classes shall be paid at the employee's regular hourly rate of pay, provided such training has the prior approval of the Director of Transportation.

A.4 Voluntary Training – During the term of this Agreement, the Employer shall make available to the bargaining unit a fund for the purposes of employee skill and job development. The fund shall be generated on the basis of the equivalent of three (3) days of staff time, based on the average individual employee's daily hours as reported on the S-275 State Report. The fund may be used for optional working time at the discretion of the Transportation Administration in order to involve staff in implementing the Employer's goals related to educational excellence. Employees shall be paid at their regular rate for such time. Effective education hours available to Union members that are unused as of June 30 each year, beginning in 2015, shall be placed in a pool for the exclusive use by members of this bargaining unit and carried over year after year. After an employee has used their three (3) regularly allotted days for the current school year, the employee may request up to three (3) additional days of unused hours from the pool. Such

requests will be submitted on a form provided by KSD Transportation to the designated KSD Transportation Administrator for approval to use the additional hours requested. Compensation for Effective Education will occur after submission of the appropriate paperwork after completion of the activity. The hours will be used on a first-come, first-serve basis until the pool is exhausted.

- A.4.1 Upon completion of a Professional Achievement Certificate I, II, III and/or IV, (one hundred (100) training hours each) the employee shall receive a one-time stipend of six hundred thirty-dollars (\$630) per certificate, to a maximum of four (4) certificates. The Transportation Director or designee will determine in consultation with the Union which staff development classes are relevant to employee duties and will be applied to the Professional Achievement Certificate.

Effective September 1, 2016, all employees hired on or after July 4, 2016, will be eligible for the following Professional Achievement Program.

Upon completion of a Professional Achievement Certificate I, II, III, IV, V, VI, VII, and/or VIII (fifty (50) training hours each) the employee shall receive a one-time stipend of three hundred and fifteen-dollars (\$315) per certificate, to a maximum of eight (8) certificates. The Transportation Director or designee will determine in consultation with the Union which staff development classes are relevant to employee duties and will be applied to the Professional Achievement Certificate.

Employees hired before July 4, 2016, who have or have not already started earning Professional Achievement Certificates under the four (4) certificate system, are allowed to stay in that system. Those employees may elect to leave the four (4) certificate system and enter into the new eight (8) certificate system. In the event this occurs, the employee must remain in the new eight (8) certificate system.

- A.4.2 The Employer shall provide workshop classes related to employee skills and job development. During the school year when there is no school due to teacher workshops, four (4) days of training will be provided. Each workshop shall be a minimum of five (5) hours. Topics for workshops shall be posted for review thirty (30) calendar days prior to each scheduled workshop. Additional workshop days may be scheduled by mutual agreement of the Employer and employees. Employees shall be eligible for Effective Education compensation at their regular hourly rate of pay for the workshop classes. The fourth (4th) day of workshop training may be scheduled as ten (10) half (1/2) hour monthly safety meetings. If safety meetings are scheduled in this manner, they shall be scheduled no less than twenty (20) calendar days in advance and shall be scheduled on a day and time to encourage maximum participation. Safety meetings are voluntary; if a driver attends the meeting it shall be considered as part of their scheduled hours for that week. Transportation workshop classes shall be applied toward completion of the Professional Achievement Certificate. DOT physicals shall be treated as hours worked under this Agreement reimbursable up to two (2) hours maximum per DOT physical, through Employee Effective Education, to the extent available to the employee. Renewal fees for the CDL license shall be reimbursable through Employee Effective Education, to the extent available to the employee.

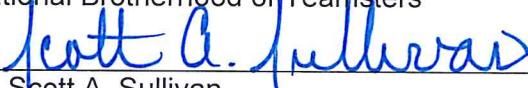
- A.5 Training Premium – Drivers who are requested to assist with specific Employer training needs shall be paid an additional fifty cents (\$.50) per hour for each hour assigned training responsibilities. Work assignments under this section shall be awarded from a sign-up list of those Regular Drivers who desire the work. The selection of trainers shall be based on Regular Driver seniority of those drivers with the best driving, safety, and disciplinary record.
- A.6 Certified Driver/Driver Trainer – State certified driver trainers in the bargaining unit, who are hired for the position of Driver/Driver Trainer, will receive the Certified Driver/Driver Trainer Rate for all compensable hours, inclusive of their participation in the new employee interview process and they will be available for driver training at the request of the department. Work assignments under this section shall be awarded based on the years of continuous uninterrupted experience as a State Certified Driver Trainer with the Employer. Certified Driver/Driver Trainers shall be arranged in a list based on these years of continuous uninterrupted experience (seniority list). In the event the District desires to have more trainers than currently being used, a sign-up list will be posted indicating how many more trainers are desired. The selection of additional trainers shall be based on Regular Driver seniority of those drivers with the best driving, safety, and disciplinary record. The Employer shall employ no less than one (1) State Certified Driver/Driver Trainer at all times.
- A.6.1 Summer Break: State Certified Driver/Driver Trainers will be provided annually a regular schedule to include twenty (20) paid working days with a four (4) hour minimum daily guarantee during the last two (2) weeks of July and the first two (2) weeks of August. Additional work opportunities will be offered by seniority as identified in Section A.6 above.
- A.6.2 Behind the Wheel Trainer Premium - State Certified Trainers who are in the bargaining unit who have not yet been hired into a State Certified Driver/Driver Trainer position shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour for all compensable hours in recognition of their achievement. All hours worked as a Trainer shall be paid a premium of the Certified Driver/Driver Trainer Rate for those hours they are used in a training capacity. Work assignments under this section shall be awarded based on the years of continuous uninterrupted experience with the Employer of the Behind the Wheel Trainers. In the event the District desires to have more trainers than currently being used, a sign-up list will be posted indicating how many more trainers are desired. The selection of additional trainers shall be based on Regular Driver seniority of those drivers with the best driving, safety, and disciplinary record.

A.7

The District and the Union agree that this section is satisfied for the 2021-2022 school year and suspended for the 2022-2023 and 2023-2024 school years. Should the Employer provide an overall wage increase greater than that provided for in this agreement to any other bargaining unit, administrative staff or grouping of District employees during the term of this Agreement, the Employer shall meet with the Union for the purpose of negotiating to increase the bargaining unit wage rate. This provision shall not apply to any wage increases that occur as a result of bona fide restructuring or reorganizing of a unit and promotions resulting in a significant change in job duties.

PUBLIC, PROFESSIONAL & OFFICE-
CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763, affiliated with the
International Brotherhood of Teamsters

By



Scott A. Sullivan
Secretary-Treasurer

Date

10/22/21

KENT SCHOOL DISTRICT NO. 415

By



Dr. Wade Barringer
Interim Chief Human Resources Officer

Date

10/14/21

APPENDIX "B"
to the
AGREEMENT
by and between
KENT SCHOOL DISTRICT NO. 415
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing Bus Drivers and Transportation Assistants)

September 01, 2021 through August 31, 2024

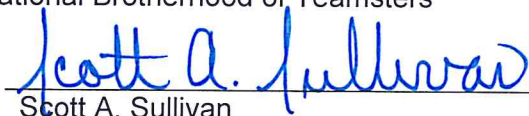
THIS APPENDIX is supplemental to the AGREEMENT by and between KENT SCHOOL DISTRICT NO. 415, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

- B.1 Effective September 1, 2014, the Employer created the new classified position of Transportation Assistant for the purpose of providing assistance to students needing additional assistance and supervision during pre-boarding, boarding, transport and unloading of a school bus.
- B.2 Transportation Assistants will be covered by all terms and conditions of the collective bargaining agreement, with the exception of the following portions:
1. Article IV, Hours of Work, Sections 4.2 through 4.18.
 2. Article V, Overtime, Sections 5.2 through 5.5.
 3. Article X, Miscellaneous, Sections 10.3, 10.7, 10.9 and 10.10.
 4. Appendix "A", Sections A.5 and A.6.
- B.3 Longevity for purposes of Appendix "A", Section A.1.3, will be based on each employee's continuous employment in Transportation and/or as a "Bus Rider" for the Kent School District supervising students during transport by District Transportation.
- B.4 Transportation Assistant seniority for purposes of Article III will be based on each employee's continuous employment in Transportation and/or as a "Bus Rider" for the Kent School District supervising students during transport by District Transportation. The Transportation Assistant seniority list will be maintained separately from the Driver Transportation seniority list. Route selection and bumping based on seniority will be limited solely to Transportation Assistant routes and assignments.
- B.5 A "Transportation Assistant" shall be defined as a person who provides assistance and supervision of students before and during the students' transportation for a regularly scheduled A.M. (Morning) and P.M. (Afternoon) route. Transportation Assistants will be provided all necessary training and all available information related to their student to keep themselves, the student, and the driver safe. If transportation occurs in a passenger vehicle, Transportation Assistants at their option may sit in the front passenger seat or in the back passenger seat with the student. Total assigned hours shall be defined as the total of regularly scheduled A.M and P.M. routes, for a total of not less than three (3) hours per work day.

- B.6 The Employer reserves the right to add or delete stops and/or routes in order to facilitate scheduling and/or for economic reasons.
- B.7 A Transportation Assistant vacancy shall be filled only after offering the position to other Transportation Assistants in order of seniority. Any remaining vacant Transportation Assistant position shall be filled through assignment by the Employer with the position being offered first to classified staff who have a midday assignment where the A.M. route ends and the P.M. route originates.
- B.8 For those Transportation Assistants with a midday assignment with the same Employer, the following terms will apply:
- a. The hours as a Transportation Assistant will be combined with the hours of the employee's midday assignment for purposes of calculating benefits and leaves.
 - b. Pay for leaves and holidays will be pro-rated in accordance with the number of regular hours worked per day in the position of Transportation Assistant. Pay for leaves and holidays for an employee's midday assignment will be based on the terms of the collective bargaining agreement and applicable pay rate for the regularly scheduled hours of the midday assignment.
 - c. Eligibility for overtime will be based on the employee's total combined hours worked for the Employer in excess of forty (40) hours of work within the calendar workweek. Overtime shall be compensated at the rate of one and one-half (1½) times the employee's straight-time blended hourly rate (based on the number of hours worked in each position and the applicable pay rate for the hours worked in each position).
- B.9 Transportation Assistants may be required to attend certain training sessions and/or meetings scheduled by the Transportation Department specifically related to their job duties and requirements. Transportation Assistants may attend workshop classes related to employee skills and job development for Transportation Assistants. Driver-training and driving-related training, physicals and driver testing are not job-related for Transportation Assistants and will not be required, compensated or provided to employees in Transportation Assistant positions.

PUBLIC, PROFESSIONAL & OFFICE-
CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763, affiliated with the
International Brotherhood of Teamsters

By


Scott A. Sullivan
Secretary-Treasurer

Date

10/22/21

KENT SCHOOL DISTRICT NO. 415

By


Dr. Wade Barringer
Interim Chief Human Resources Officer

Date

10/14/21

APPENDIX "C"
to the
AGREEMENT
By and between
KENT SCHOOL DISTRICT NO. 415
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing Bus Drivers and Transportation Assistants)

September 01, 2021 through August 31, 2024

THIS MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between Kent School District No. 415, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

VIDEO CAMERAS ON BUSES

Placement of Cameras

- Cameras shall be authorized for use in buses by the director of transportation.
- Continuous-play video/audio recording systems shall be permanently installed on all regular routes and on certain special-needs routes. Drivers may request that a camera be placed in their buses.
- All buses where cameras may be utilized shall have signs notifying riders that video cameras may be in use.

Use of the Recordings

- The recording medium shall remain in the bus for continuous recording unless it needs to be removed for viewing or to support a disciplinary action.
- Drivers, or the Transportation Director or a designated supervisor, will be the first to view any recordings of their bus route. Generally, no person other than the Transportation Director or a designated supervisor shall view the recording without approval from that driver.
- Notwithstanding the above, the need may arise for other individuals to have a legitimate need to view the recordings before the driver is able to do so (examples include, but are not limited to, a union representative, law enforcement, or the district's legal representative). If it becomes necessary to view the recording without prior approval, that driver shall be notified as soon as practicable in writing which shall include the date, time, reason and who viewed the recording.
- Any time a recording is to be retained as evidence or to support a disciplinary action, the recording shall be retained electronically or dated, labeled, and kept on file at the transportation department office for as long as deemed necessary.

- Recordings not retained as evidence or to support disciplinary action shall be erased and recycled.
- Recordings are generally public records subject to disclosure upon request under the Washington Public Records Act, RCW 42.56. If someone requests to view or copy a recording, the driver of the recorded route shall be notified as soon as practicable in writing which shall include the date, time, reason, and who the recording was given to.
- When a recording is used to support disciplinary action against a student, the student or the student's parent/guardian/custodian may request to view the recording. A viewing shall be arranged at the student's school or the transportation department office. Under the Washington Public Records Act, the student's parent/guardian/custodian may request a copy of the recording. If this occurs, the driver shall be notified in writing as soon as practicable.
- A building principal or designee may request viewing of recordings through the transportation director or designee. The driver shall be notified in writing as soon as practicable of this request. Recordings shall not be used for the purpose of driver discipline except in cases where physical abuse toward a student(s), or where criminal or illegal activity is evident.
- The director of transportation may use recordings without identifying information, and with the driver's consent, to assist drivers with student behavior management skills.

PUBLIC, PROFESSIONAL & OFFICE-
CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763, affiliated with the
International Brotherhood of Teamsters

By

Scott A. Sullivan
Scott A. Sullivan
Secretary-Treasurer

Date

10/22/21

KENT SCHOOL DISTRICT NO. 415

By

Wade Barringer
Dr. Wade Barringer
Interim Chief Human Resources Officer

Date

10/22/21

APPENDIX "D"
to the
AGREEMENT
By and between
KENT SCHOOL DISTRICT NO. 415
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing Bus Drivers and Transportation Assistants)

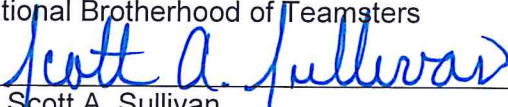
September 01, 2021 through August 31, 2024

The following Letter of Understanding is made and entered into between the Kent School District and the Public, Professional, & Office-Clerical Employees and Drivers (Teamsters Local 763) concerning the Global Positioning System (GPS) and is subject to the following:

- 1) The District will use a GPS system on District owned vehicles, including school buses as part of its Transportation services.
- 2) It is understood that disciplinary actions against and monitoring of employees is neither a primary purpose nor an intended result of the GPS equipment.
- 3) It is understood the primary and intended use of GPS equipment is for the monitoring of the safety, security, and location of District owned vehicles. Additionally, the use of GPS will assist the District in the dispatching and assignment of work.
- 4) Both the District and the Union agree that any use of the GPS and related information obtained or generated by such in employee discipline matters will occur as a means to verify information obtained during an investigation process in compliance with the terms and conditions of the collective bargaining agreement. Appropriate use of the GPS includes compliance with the just cause and progressive discipline provisions of Article XII of the contract.
- 5) As data generated reports from the GPS are public records, complete confidentiality of these records cannot be assured. However, the fact that such reports may contain sensitive information, the District will comply with its policy and state law regarding a public records request.
- 6) Both the District and the Union will periodically discuss the use of the GPS system during labor management meetings when and where appropriate.

PUBLIC, PROFESSIONAL & OFFICE-
CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763, affiliated with the
International Brotherhood of Teamsters

By


Scott A. Sullivan
Secretary-Treasurer

Date

10/22/21

KENT SCHOOL DISTRICT NO. 415


Dr. Wade Barringer
Interim Chief Human Resources Officer

Date

10/14/21

VEBA HEALTH REIMBURSEMENT PLAN
MEMORANDUM OF UNDERSTANDING
Between
KENT SCHOOL DISTRICT
AND
TEAMSTERS

Kent School District has adopted the health reimbursement arrangement (HRA) plans offered and administered by the Voluntary Employees' Benefit Association Trust for Public Employees in the State of Washington (collectively the "Plans"): the **Standard HRA Plan**, which shall be integrated with the Employer's or another qualified group health plan and to which the Employer shall remit contributions only on behalf of eligible employees who are enrolled in or covered by such qualified group health plan and any other contributions that may be permitted under applicable law from time to time; and the **Post-separation HRA Plan** to which the Employer may remit contributions on behalf of eligible employees, including eligible employees who are not enrolled in or covered by the Employer's or another qualified group health plan, and which shall provide benefits only after a participant separates from service or retires. Employer agrees to contribute to the Plans on behalf of all employees in the Teamsters Bargaining Group ("Group") defined as eligible to participate in the Plans. Each eligible employee must submit a completed and signed Enrollment Form or enroll online to become an eligible participant and become eligible for benefits under the Plans.

Contributions on behalf of each eligible employee shall be based on the following selected funding sources/formulas:

[X] **Sick Leave Contributions – Retirement or Separation from Service:** Eligibility for contributions retirement is limited to employees who retire with a sick leave balance and immediately begin receiving State pension benefits. Employees who separate from service with sick leave balance must be at least age 55 and a TRS, PERS, SERS plan 2 member with fifteen (15) or more years of service credits or a TRS, SERS plan 3 member with at least ten (10) or more years of service credits. In either case, the maximum cash out calculation is 25% of up 180 days. There is no minimum. Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash out rights during the term of this agreement.


[X] **Sick Leave Contributions – Annual:** Eligibility for contributions on an annual basis is limited to employees who have a balance of at least 180 days (or more if eligible) of unused sick leave on the day immediately prior to the Plan year. To be eligible during the term of this agreement, an employee must have earned at least 180 days of unused sick leave as of the effective date, not including any front-loaded days. Employees can contribute up to the equivalent of three (3) days of the sick leave cash out value to VEBA.

NOTE: All leave cash out contributions on behalf of each eligible employee shall be based on the cash-out value of leave days or hours accrued by such employee available for contribution in accordance with statute and District policy or procedure. For sick leave cash-outs, it is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with RCW 28A.400.210. If an employee eligible for such sick leave contribution fails to sign and submit such agreement to the District, the District will not make sick leave cash-out contributions to the Plan at any time during the term of this Agreement, and any and all excess sick leave which, in the absence of this Agreement, would accrue to such employee during the term hereof shall be forfeited together with all cash rights that pertain to such excess sick leave.

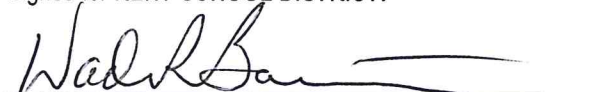
The term of this agreement shall be from January 1, 2022 to December 31, 2022.


Signed for **TEAMSTERS:**


Scott A. Sullivan, Secretary-Treasurer


Date

Signed for **KENT SCHOOL DISTRICT:**


Dr. Wade Barringer, Interim Chief Human Resources Officer


Date

⁽¹⁾ Employees whose employment contract exceeds 180 days may accrue sick leave up to their annual contract amount. Such employee groups may consider a higher eligibility threshold for annual sick leave contributions to the VEBA Plan. ⁽²⁾ The language in this model agreement assumes the term shall coincide with the employee group's contract year (i.e. September 1 to August 31).