

**AGREEMENT**

**By and Between**

**KALAMA-WOODLAND-RIDGEFIELD-LA CENTER TRANSPORTATION COOPERATIVE**

**and**

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925**

**September 1, 2019 through August 31, 2023**

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**KALAMA-WOODLAND-RIDGEFIELD-LA CENTER TRANSPORTATION COOPERATIVE  
and  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925**

This Agreement, made and entered into by and between the KALAMA-WOODLAND-RIDGEFIELD-LA CENTER TRANSPORTATION COOPERATIVE, hereinafter referred to as the "Employer" and/or KWRL, and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925, hereinafter referred to as the "Union."

WITNESSETH:

**ARTICLE I – RECOGNITION AND COVERAGE**

**Section 1.1.** KWRL recognizes the Union as bargaining agent under the authority of PERC Commission Case No 1399-E-78-280 and Case No. 1859-E-78-336 for all classified employees excluding supervisory and confidential employees.

**Section 1.2.** Any and all future reference to employee or classified employees is excluding supervisory and confidential employees.

**ARTICLE II- UNION MEMBERSHIP AND INFORMATION**

**Section 2.1.** The Employer and its administrators shall remain neutral on the issue of Union membership and respect all employees' decision regarding joining and maintaining membership in their professional advocacy organization, SEIU Local 925. All bargaining unit employees shall have the option of joining and maintaining membership in the Union upon employment with the Employer in the a bargaining unit covered by this Agreement. Employees may authorize that their dues be paid to the Union through payroll deduction pursuant to the Union's procedures. The Union shall promptly notify the Employer of any employee authorizing a payroll deduction for Union

**Section 2.2.** Union members requesting to rescind membership and their membership rights in the Union shall make such request in writing to SEIU Local 925's state main office, following the Union's membership procedures. Providing such procedures have been met, the Union shall inform the Employer of such employee's non-member status.

**Section 2.3.** If it becomes permissible to require Union membership or payment of a representation fee as a condition of employment, Article 2 is subject to reopening to discuss Union security provisions.

**Section 2.4.** Any substitute who works thirty (30) days or more in a twelve (12) month period for the Employer, is covered by the Agreement, and has the option of joining the Union and making voluntary political contributions (COPE) pursuant to this Article. After they are represented by the Union, they are subject to all terms of the agreement, EXCEPT the following:

Transfer and Assignment	(Article XIV)
	(Sections 15.3, 15.4*, 15.6, 15.7.1*, 15.7.2*, 15.14*, 15.31)
Seniority Accumulation	(Article XIII)
	(Section 15.12)
Vacation	(Section 18.1)
Sick Leave Cash Out (attendance incentive plan)	(Section 18.3.2)
Grievance Procedure (not usable except through step 2)	(Article XI)
Holidays	(Section 18.2*)
Layoffs and Recall	(Article XIII)
All Leaves	(Article VIII)
	(Section 15.8)
	(Sections 18.3, 18.5)
Insurance	(Section 18.4)

\* These sections may apply to substitutes in long-term temporary positions.

Note: A full probationary period must be accomplished by every employee assuming a regular position.

**Section 2.5.1. Monthly – New Hires/Terms/Status Changes**

The Employer shall send the union each month an electronic list in Excel format of all:

New Hires –Employees who are newly hired or newly union eligible. The list shall include: first name and last name, home address, personal phone number, work email address, classification, work location, date of hire, rate of pay, and date of birth.

Terminations- Employees who have separated or terminated. The list shall include: first name and last name, the reason for termination (resignation, retirement or discharge) and termination date.

Status Changes Employees who have changed status, meaning they have moved out of unit, promoted to a non-represented position or moved to an exempt position. The list shall include: first name and last name, date that the status changed, and the reason for their change of status (ie: exempt staff, etc.)

**Section 2.5.2. Full Bargaining Unit List**

At least once per year the Union shall request a full bargaining unit list which shall include all current workers in the bargaining unit. The employer will provide an electronic list in Excel format. The list shall include: first name and last name, home address, personal phone numbers, work email address, classification, work location, date of hire, rate of pay, and date of birth. The list of names shall be posted at all KWRL work sites.

**Section 2.6.** Union Participation in New Employee Orientation: The Union shall be allotted thirty (30) minutes as part of the new employee orientation to meet with newly hired employees, who shall be paid for their orientation time, to review the collective bargaining agreement, and to explain the Union organization and membership. The Employer will include the Union portion of orientation on its new employee checklist and coordinate an appropriate opportunity with the Union leadership.

**Section 2.7.** Union Leave: The Employer shall not deny requests for approved unpaid leave for employees to participate in union sponsored trainings or other union business when requested by the Union with three (3) working days' notice, except if the request would result in understaffing.

**Section 2.8** Public Disclosure Requests: The Employer shall notify the Union and the affected employee(s) when it receives a request for public records pertaining to employees. The Employer will provide such notice at least five (5) work days before the intended release date.

Notice will include:

- The requester, and a copy of the request, if available;
- A general description of the requested records
- A copy of the responsive records;
- The actual date the Employer intends to produce the records unless it is served a signed court order preventing disclosure

**ARTICLE III—DUES DEDUCTION**

**Section 3.1** The Union will forward to the payroll department, in a timely manner, a list of all employees authorizing union related payroll deductions. Upon receipt of the list, the Employer will deduct from the employee's wages and remit monthly to the Union, union dues and other union related deductions of all employees who individually have authorized such deductions. Each month the Employer shall include, in the monthly excel sheet they send to the Union, the dues deduction

amount, COPE deduction amount, gross pay for the previous month, hours worked or paid in the previous month, for every member.

**Section 3.2.** Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to deductions covered thereby. The Union hereby undertakes to indemnify and hold the Employer harmless from all claims against it for or on account of any deduction made from the wages of any employee.

**Section 3.3.** The Employer hereby agrees to honor payroll deduction authorization for political purposes from its employees who are members. This authorization must be made by the employees and included as part of their normal monthly dues that are deducted and are submitted to the Union. This authorization to increase their Union dues to include the financial authorization for political purposes shall continue until the employee ceases to authorize said deduction. The Union shall notify KWRL when an employee ceases authorization for the employee's political payroll deduction.

#### **ARTICLE IV – RIGHT OF ACCESS TO EMPLOYER'S PREMISES**

**Section 4.1.** The Organizer or Representative for the Union shall get approval from the appropriate administrative or supervisory person before contacting an employee during working time.

**Section 4.2.** The Employer agrees to provide bulletin board space for posting of official Union notices; provided the Union maintains the bulletin board in an orderly manner.

**Section 4.3.** Upon request by the Union or by a member thereof, a suitable meeting room may be provided by the Employer.

**Section 4.4. Labor-Management Meetings** Labor-Management meetings will be scheduled every month during the school year. By mutual consent Labor-Management meetings may be rescheduled or canceled. The June Labor-Management meeting will establish the priorities for the general and special needs drivers' in-service sessions each year. Issues of individual or system-wide route restructuring may also be addressed in labor-management meetings, and letters of agreement with the mutual agreement of both parties.

#### **ARTICLE V – MANAGEMENT RIGHTS CLAUSE**

**Section 5.1.** It is expressly agreed that all rights which are ordinarily vested in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer shall continue to be vested exclusively in and be exercised exclusively by the Employer, without prior negotiation with the Union either as to the taking of action under such

rights or with respect to the consequence of such action during the term of the Agreement. Such rights shall include by way of illustration and not by way of limitation, the right to:

- (a) Manage and control the Cooperative, its facilities and its operations and to direct the working forces and affairs of the Employer.
- (b) Continue its rights and past practice of assignment and direction of work to all of its personnel, and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify, or change any work or business or school hours or days.
- (c) The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if temporary and of a short duration), determine the size of the work force and to lay off employees.
- (d) Determine the service, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operational production, the means, methods, and processes of carrying on the work including contracting out or automation thereof or changes therein; the institution or new and/or improved methods or changes therein: provided however, that if the Employer's production standards are unreasonable, the Union shall have recourse to use the grievance procedure as provided for therein.
- (e) Adopt, put into effect, and enforce reasonable rules and regulations.
- (f) Establish the qualifications of employees, including physical conditions.
- (g) Determine the number and location or relocation of buildings, offices and facilities, the layout and equipment, and the work areas.
- (h) Determine the placing of operation production, service, maintenance or distribution of work with contractors, and the source of materials and supplies.
- (i) Determine the policy affecting the selection, testing, or training of employees, providing that such selection shall be based upon lawful criteria.

**Section 5.2.** The matters contained in this Article, except where specifically qualified elsewhere in this Agreement, are not subject to further negotiations between the parties during the term of this Agreement.

## **ARTICLE VI – ADMINISTRATIVE RIGHTS CLAUSE**

**Section 6.1.** It is the intention of the parties hereto that all rights, powers, prerogatives, duties and authority which the said Board now has or had prior to the signing of this Agreement delegated to the Superintendent-in-Charge as the Executive Officer of the Boards are retained by the Superintendent-in-Charge, except for those which are specifically abridged or modified by this Agreement. Such abridgement or modification shall be to the extent specifically set forth in this Agreement, and such abridgements or modifications are to be strictly construed.

## **ARTICLE VII – NO DISCRIMINATION**

**Section 7.1.** The Employer shall not illegally discriminate against any employee because of his/her membership in the Union or for legitimate Union activity; provided, however, that such activity shall not be allowed to interfere with the conduct of the Employer's operations. Shop Stewards, however, may present grievances during working hours provided they do not interfere with the Employer's operation.

**Section 7.2.** As a condition of employment, members of the bargaining unit have the right to join, participate in and assist the Union, and the right to refrain from such activities.

**Section 7.3.** An Affirmative Action Program will be in accordance with all applicable state and federal laws.

**Section 7.4.** Employees shall be subject to discipline and discharge by the Employer for just cause.

**Section 7.5.** The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, sex, age, marital status, sexual orientation, gender expression or identity, honorably discharged veteran or military status, status as a mother breastfeeding her child, or the presence of any disability except as required in accordance with this Agreement or as otherwise provided by law.

**Section 7.6.** The Employer shall promulgate an anti-bullying and no hostile work environment policy for the purpose of providing a work place for employees free from bullying behavior and which creates an emotionally healthy working environment.

## **ARTICLE VIII – LEAVE OF ABSENCE**

**Section 8.1.** Any employee elected or appointed to office in the Union which requires full time in the discharge of its duties shall be given a leave of absence not to exceed one year, unless otherwise mutually agreed upon, without pay and without loss of prior seniority. Accumulated seniority will be retained but not increased by this time on leave. No more than one (1) employee shall be on such leave of absence at one time and such leave of absence shall not extend beyond the term of this Agreement unless extended by mutual consent.

**Section 8.2. Leave of Absence.** Employees may be granted a leave of absence for a specified period for illness, education, or service in the Armed Forces. Normally, a leave of absence will not exceed a period of twelve (12) months except in the case of extended military leave of absence. Benefits accrued at the time the leave of absence begins (including seniority) shall be retained by the employee but will not further accrue during the leave of absence.

**Section 8.3.** All requests for leave of absence shall be in writing and presented to the Superintendent-in-Charge at least one (1) month in advance of the leave date or with health conditions, as early as possible in unforeseen situations. Extensions may be granted at the discretion of the Employer.

**Section 8.4.** In very unusual circumstances or for an extreme emergency, a leave of absence may be granted for a limited period of time for other reasons in addition to illness, education or service in the Armed Forces. In every case for leave of absence, the request must be in writing, and submitted to the Superintendent-in-Charge as far in advance of the leave date as is practical. However, the decision to approve or disapprove a leave of absence will be at the sole discretion of the Employer, who will look at the circumstances of the particular request and the staffing needs of the Cooperative at the requested time of the leave of absence. The Union and KWRL recognize that the staffing needs of the Cooperative District necessarily come first, and that KWRL may not be able to grant a leave of absence if it would result in the Cooperative District being inadequately staffed.

## **ARTICLE IX – NEW CLASSIFICATIONS**

**Section 9.1.** In the event the Employer creates a new job title or substantially alters the contents of an existing job within this bargaining unit, the Employer shall notify the Union of the wage rate and attach a copy of the new job description.

**Section 9.2.** Should the Union not be satisfied with the wage scale because it is not in line with other jobs in the wage schedules, the Union may request a meeting within ten (10) days of the Employer's notice to negotiate the wage rate.

~~**Section 9.3.** The Woodland School District will notify the Union monthly via a school board consent agenda, of all hirings, layoffs, terminations and promotions of employees subject to~~

~~this Agreement. Also, the Employer will notify the Union of the name of all substitute drivers and newly hired substitute drivers. The Employer will notify the Union of the reason for any termination.~~

**Section 9.4.** Custodial, camera and seat repair positions shall be considered work for employees covered by this agreement. Custodial work shall be paid at the rate for Woodland School District custodians, depending on the employee's applicable experience. Camera and seat repair work shall be paid at the employee's regular rate of pay. When there is a vacancy, this work shall be posted for four working days and interested employees shall submit a letter of interest outlining their skills, abilities, experience and availability for the posted work. Seniority shall be the deciding factor in awarding the work if the skills, ability, experience and availability of interested employees is substantially equal. This work shall not be awarded if it would put an employee into overtime pay status.

## **ARTICLE X – DISCIPLINE AND DISCHARGE**

**Section 10.1.** The Employer may discharge or suspend any employee for just cause. The Employer will follow a policy of progressive discipline, which shall include in order: one (1) verbal warning, one (1) written warning, one (1) suspension without pay, not to exceed three (3) work days, and finally termination, provided, however, in cases where the severity of the Employee's actions or the gravity of the problem warrants a different mode of discipline, the Employer, at its discretion, may waive the progressive disciplining procedure. Further, an employee may exercise the discretion of whether to inform the Union or its representative(s) of a pending discipline action. The Union will inform the Employer which individual(s) are designated to serve as representative(s) with respect to discipline actions, including grievances.

**Section 10.2.** Any verbal or written warning shall be subject to steps 1 and steps 2 of the grievance procedure. Any suspension or discharge shall be subject to all three steps of the grievance procedure, except for probationary employees who shall be subject to termination at the discretion of the Employer. Probationary employees may request reconsideration of any suspension or discharge through steps 1 and 2 of the grievance procedure.

**Section 10.3.** The employee and the Union shall receive written notification from the Employer of the employee's suspension/termination and statement of charges.

**Section 10.4.** While an employee is under investigation and on administrative leave, salary and employee benefits will be provided by the District, if the employee is eligible and available for work. When a charge(s) is sustained, the employee may be disciplined or discharged for just cause and no salary or employee benefits will be paid after that date. When a charge(s) is not

sustained, the employee shall be compensated for extra trips missed while on administrative leave measured as a daily average over the previous three months of work.

**Section 10.5.** If the charge(s) are found to be without just cause, the employee will be reinstated with all salary benefits from the date of suspension/discharge.

**Section 10.6.** In case of disciplinary discharge or suspension of an employee, the employee shall be granted, if he so requests, an opportunity to have the Shop Steward, the Business Representative, or another employee present at any Employer meeting where disciplinary action is discussed.

**Section 10.7 Pay status for meetings:** Discipline meetings initiated by the Employer shall be on paid time, or, when necessary, scheduled outside of scheduled work time, but compensated at the stand-by rate through August 31, of 2020 and at the employee's current rate of pay September 1, 2020 and forward for the employee. One steward representing the employee will be compensated as normal without taking leave if the meeting is during the steward's regularly scheduled work time. This provision includes investigatory interviews with ~~as~~ the subject of the investigation, or with employee witnesses.

## **ARTICLE XI – GRIEVANCE PROCEDURE**

**Section 11.1.** A grievance is a claim by an employee that there has been a violation, misinterpretation or misapplication of any provision of this Agreement and may be processed as a grievance as hereinafter provided. A "day" as used in this article is a day that the KWRL administrative office is open. The parties may mutually agree to adjust the timelines provided in this article as needed, and no party will unreasonably withhold agreement to timeline adjustments needed by the other.

**Section 11.2.** In the event that an employee believes there is a basis for a grievance, the employee will first discuss the alleged grievance with his/her immediate supervisor. If the employee does not feel that the circumstances of the alleged grievance have been settled to his/her satisfaction, a formal grievance in writing must be filed with his/her immediate supervisor within twenty (20) days of the occurrence of which the grievant complains or within twenty (20) days after he/she knew or should have reasonably known of an action or lack of action which is the basis of a grievance.

**Section 11.3. Step 1.** The grievant may invoke the formal grievance procedure on the appropriate form with or without a Union representative. A copy of the grievance form shall be delivered to his/her immediate supervisor. A grievance must be filed within twenty (20) days of the occurrence of which the grievant complains or within twenty (20) days after he/she knew

or should have reasonably known of an action which is the basis of a grievance.

**Section 11.4. Step 1 Reply.** The designated supervisor shall meet with the grievant within ten (10) days of receipt of the written grievance in an effort to resolve the grievance. The designated supervisor shall provide a written disposition of the grievance within ten (10) days of the meeting with the grievant, with an electronic copy provided to the Union Employee Representative and Chapter President.

**Section 11.5. Step 2.** If the Step 1 disposition is not provided within the required timeline or the grievant is not satisfied with the disposition of the grievance provided in Step 1, the grievance shall be transmitted to Superintendent-in-Charge. The grievance must be transmitted to the Superintendent-in-Charge no later than five (5) days after the Step 1 disposition is provided, or was due to be provided if no disposition was made at Step 1. Within five (5) days of receipt of the Step 2 grievance, the Superintendent-in-Charge or his/her designee shall provide a written disposition of the grievance to the grievant, with an electronic copy provided to the Union Employee Representative and Chapter President.

**Section 11.6.**

**Step 3A.** If the grievance is not resolved at Step 2 and in place of Step 3-B arbitration, the Union and the Employer may mutually elect to pursue resolution of a grievance by referring it in writing to a hearing officer who is mutually agreed upon by the Employer and the Union, for either binding or non-binding mediation. The referral to mediation must be made within ten (10) days after the Step 2 disposition is provided, or was due to be provided if no disposition was made at Step 2. Any decision by the hearing officer in binding mediation shall be fixed and binding on each party. The hearing officer shall have no power to add to, subtract from, delete, modify, alter, or amend any provision of this Agreement. The expense of the hearing officer, except representation fees and witness compensation (each party assumes their own representation fees and witness compensation), is to be borne equally by both parties.

**Step 3B.** If the person is not satisfied with the disposition of the grievance at Step 2 or if no disposition was made at Step 2 within the required deadline, the grievance, at the option of the Union, may be submitted before an impartial arbitrator. The Union shall exercise its right of arbitration by giving the Superintendent-in-Charge written notice of its intention to arbitrate within twenty (20) days of receipt of the written disposition at Step 2, or the date the disposition was due if no disposition was made at Step 2.

**Section 11.7.** If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, the arbitrator will be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding.

**Section 11.8.** Neither the District nor the Union shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

**Section 11.9. Powers of the Arbitrator.** It shall be the function of the arbitrator and he/she shall be empowered as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement. The Arbitrator shall confine his/her inquiry and decision to the specific area of the Agreement as cited in the grievance form. Matters for which law provides another course of review shall be exempt from this grievance procedure, unless the parties have chosen to make them part of this Agreement. The decision of the Arbitrator will be submitted to the Employer and the Union and will be final and binding upon the parties.

**Section 11.10. Arbitration Costs.** Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties.

**Section 11.11. Time Limits.** The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. Failure of the Union to proceed with its grievance within the time limits herein provided shall result in the dismissal of the grievance.

**Section 11.12. Continuity of Grievance.** Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

## ARTICLE XII – DEFINITIONS

**Section 12.1.** A regular full time employee is one who is regularly employed for forty (40) hours per week throughout the calendar year.

**Section 12.2.** A regular part time employee is one who, on a regularly assigned basis, is employed for less than forty (40) hours per week throughout the calendar year, or functions only part of the calendar year. The most common example is the school year.

**Section 12.3.** A temporary employee is one who is employed for a short duration of time filling in for a regular full time or part time employee's absence.

**Section 12.4.** A substitute employee is one who is employed to work on an on-call basis and does not have a regular permanent route.

**Section 12.5.** Substitute and temporary employees shall not gain seniority or other benefits until they become a regular employee.

**Section 12.6.** A "work day" shall mean a calendar day upon which a particular employee is regularly scheduled to perform services on behalf of the Employer (including "inservice" days before each school year.) Work days also include calendar days when employees are scheduled to attend first aid training, or engage in route updates, viewing recordings in regards to student behavior, or attend meetings requested by KWRL.

**Section 12.7.** A "school day" shall mean a work day upon which students are attending school in the district to which the employee is regularly assigned.

**Section 12.8.** In all other cases, the word "day" shall mean calendar day.

**Section 12.9.** A "relief" driver is a regular driver who drives another employee's route.

**Section 12.10** Hire date is defined as the first compensated day of employment after attaining regular status in either a part-time or full-time capacity. Seniority ties created by having the same hire date shall be broken by the date and time of the employees' completed applications.

**Section 12.11** "Regular Status" is when a driver is awarded or assigned a permanent route.

**Section 12.12** "SNRD" shall mean a Special Needs Relief Driver bid as a position.

**Section 12.13** "Primary" route is a route that was bid and awarded.

**Section 12.14** "Secondary" Route is an abbreviated route not bid but assigned by seniority, to available drivers, that does not conflict with the employee's primary route.

**Section 12.15** "Stand By Time" rate of pay be the paid time that drivers are not performing drive time. Drive time shall include pre-trip inspection, loading students, emergency evacuations, actual drive time, supervision of students on the bus, unloading students, and cleaning the bus. Standby time shall be compensated at the standby rate through August 31, 2020 and at the employee's regular rate of pay beginning September 1, 2020 and forward.

### **ARTICLE XIII – PROBATION, SENIORITY, LAY-OFF PROVISIONS**

**Section 13.1.** Seniority shall mean an employee's continuous length of service with the Employer. Seniority shall not apply to any employee until he/she has completed his/her probationary period or attained regular status. Upon satisfactory completion of his/her probationary period, the employee shall be credited with seniority from his/her date of hire. When more than one employee has the same hire date, seniority will be determined by the earliest date of job application.

**Section 13.2.** A probationary period of five-hundred-twenty (520) hours or ninety (90) actual days worked in a regular position, whichever is least shall be established for all new employees, provided an additional probationary period of two hundred sixty (260) hours or forty-five (45) actual days worked may be established if the Employer deems the first ninety (90) days evaluation is not satisfactory and provides the reasons for such to the employee. Probationary employees may be summarily discharged.

**Section 13.3.** Seniority shall be considered broken by (a) discharge, (b) resignation, (c) retirement, ~~or~~ (d) twenty-four (24) consecutive months of layoff or voluntarily transitioning from regular status to substitute status. Seniority shall be retained, but shall not continue to accrue during any leave of absence approved under Article VIII.

**Section 13.4. Layoffs and Recalls.** In making layoffs and recalls after layoff, an employee's continuous length of service with the Employer shall govern; provided, however, the employee is competent in the work and can satisfactorily perform the work required.

**Section 13.5.** An employee on layoff status shall file his address in writing with the personnel office of the Woodland School District and shall thereafter promptly advise the Employer in writing of any change of address.

**Section 13.6.** An employee shall forfeit rights to reemployment if he/she does not comply with the requirements of Section 5 or if he/she does not respond to the offer of reemployment within ten (10) working days.

**Section 13.7.** An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued benefits.

## **ARTICLE XIV – JOB VACANCIES, POSTING, PROMOTIONS**

### **Section 14.1. Postings and Promotions.**

**Section 14.1.1.** In order to afford employees an opportunity to apply for promotion to job vacancies, or to improve the work opportunities that may become available, covered by this Agreement, notice of such vacancies within KWRL and/or work opportunities shall be emailed to all employees four (4) school days before the vacancy is filled. The notice shall contain a description of the vacancy, including the hours and location.

**Section 14.1.2.** All drivers interested in the posted route or routes that may become available due to the posting must have signed the job posting and if absent at bid, have assigned a proxy with a signed, written document. Routes will be assigned according to seniority. Employees who do not sign a job posting and who do not attend the bid or send a proxy may not grieve

the bid process or its results.

**Section 14.1.3.** A vacant route will be filled within three (3) working days after advertising closes. Should the Employer decide the vacant position will not be filled, the reasons for it remaining vacant will be posted immediately on the job vacancy notices. This shall not be construed to preclude temporary transfers and/or hires to fill the vacancy on an interim basis, when deemed necessary by the Employer. All employees who fail to apply for the positions may not claim to be aggrieved when the vacancy is filled. Where all the relevant factors (such as merit, ability, performance, physical and mental fitness) are relatively equal, length of continuous service with the Employer will govern.

**Section 14.1.4.** The posting process shall not apply to routes bid on the in-service day prior to each school year. Drivers will be sent a list of known available routes at least one week prior to such in-service day.

**Section 14.1.5.** The Employer shall post routes known to be coming open because of resignations or retirements, as soon as reasonably possible, or shall provide a written explanation upon request as to why the vacancy is uncertain.

**Section 14.1.6. Bid Meeting.** The Employer shall hold a bid meeting after the initial posting process when a vacancy has occurred. In such cases, additional openings may occur as a result of bidding and those openings may be filled by drivers attending the bid meeting by seniority. Such openings which result and are filled during the bid meeting shall not require posting as previously specified in this Article.

**Section 14.1.7.** At the completion of the bidding process as described in section 14.1.5, the Employer will consider substitute drivers for open routes. All substitute drivers who express an interest in an open route shall be considered. Where all relevant factors (such as merit, ability, reliability, work history, performance) are relatively equal, hire date shall govern. The Employer will not consider outside applicants until all interested substitutes have been considered.

**Section 14.2.** Any employee who is promoted may be returned or elect to return to his/her former job without prejudice within forty-five (45) actual days worked in the new position. However, a voluntary change in classification made after forty-five (45) probationary days will terminate his/her seniority in the classification vacated. This Section does not apply to bus drivers when they bid onto another route.

**Section 14.3.4. Temporary Vacancy.**

**Section 14.3.4.1.** When a regular route is temporarily vacated for thirty (30) working days or more, or when knowledge of an upcoming vacancy of thirty (30) days or more is confirmed in writing to the Employer, the route will be posted for the time limits in Section XIV of the current Contract as a temporary position. All drivers interested in the posted route or routes that may become available on an interim basis must sign this posting. All transfers will be made at the end of the posting. All transfers will be assigned according to seniority.

**Section 14.3.4.2.** On returning to work, the driver/drivers who temporarily vacated the route will be assigned back to the route and drivers who bid on the temporary vacancy will be returned to his/her original route. If an employee is on approved leave as per Section 14.4.1 and his or her route has been filled on a temporary basis, the regular driver must physically return to work before the temporary driver of the route is assigned back to his or her route. This requirement will continue regardless of whether the condition for leave has changed, unless the employee bids on an open route, in which case the driver has the option to stay on the temporary assignment or drive the newly bid route. Routes being filled on a temporary basis during the previous school year shall be re-bid each August for the following school year.

**Section 14.3.4.3.** After working thirty days in the same position/route, a substitute filling a temporary vacancy shall be eligible for paid holidays equal to the hours assigned to the position in which they have been working, or two hours, whichever is greater until the route assignment has ended.

**Section 14.4.** Employees on unpaid leave for more than 30 working days (as scheduled for the position), unless there is a scheduled date for return to work, shall not be eligible for applying/bidding for routes or openings that arise during the school year.

**Section 14.5.** When a driver's primary route is eliminated or substantially reorganized and the driver is displaced, that driver shall have the right to bump into any less senior driver's primary route, and any secondary route for which the employee now becomes available. When a driver's secondary route is eliminated, that driver shall have the right to bump into any less senior driver's secondary route for which the employee now becomes available. Open routes shall be posted and bid before displaced drivers may bump into the routes, and displaced drivers may bid on open routes.

**Section 14.6. Route Splits.** If one route is split into two routes, thus creating a new route, with no impact on other existing routes, the existing driver shall have the choice of which of the two routes to keep.

## **ARTICLE XV – HOURS AND OVERTIME**

**Section 15.1. Hours worked.** Employees shall be paid for all hours worked. Such hours include time when an employee is requested or permitted by KWRL to pull and view video tapes of

their bus runs to follow-up on student behavior issues.

**Section 15.2. Overtime.** All hours worked in excess of forty (40) compensated hours, shall be compensated at the rate of one and one-half (1 1/2) times the employee's hourly rate, provided time worked in excess of eight (8) hours is overtime for maintenance personnel; provided further, bus runs may be assigned to minimize overtime. Overtime may be worked only when specified by the Superintendent-in-Charge or his/her designee, to work overtime and a request to perform a job does not imply the approval of overtime when the job is not completed in the regular time. Leave may only be taken up to forty (40) hours per week and may not be taken in such a way that creates overtime.

**Section 15.3. Work Week.** Starting time, quitting time and the work week shall be established for all employees within the term of this Agreement.

**Section 15.3.1.** Upon the mutual agreement of the employee and the administrative supervisor, mechanics may work alternative four-day work weeks of ten hours each day during the summer or other school breaks. In such cases, overtime shall be paid for time worked in excess of forty (40) hours per week rather than eight (8) per day, and work weeks with one or more paid holidays shall be worked on a regular eight (8) hour per day schedule.

**Section 15.4. Recall Time.** Employees shall be paid a two (2) hour minimum recall time at the rate pursuant to Paragraph (1) Article XV. Recall time is when an authorized supervisor calls an employee back to work to perform a task at a time not already in the employee's schedule or adjacent to such schedule.

**Section 15.5. Medical Examinations.** All medical examinations, including x-rays and inoculations, required by the Employer of the employee, shall be paid at the Employer's expense. The Employer shall provide a list of at least three doctors who are approved for payment by the Employer.

**Section 15.6. Temporary Transfer.** Employees covered by this Agreement may be temporarily transferred to other classifications within this bargaining unit or may be used for relief of employees under other classifications within this bargaining unit. If temporarily transferred to a higher paid classification, for other than training purposes, an employee shall receive the rate applicable to the higher classification for all work performed in the higher classification when transferred for three consecutive work days. If an employee is temporarily transferred to a lower paid classification, he shall continue to receive his regular rate of pay unless such transfer is made permanent; provided, however, that a transfer to a lower paid classification made at the request of, or for the convenience of the employee shall not be deemed a temporary transfer, regardless of the duration of the transfer and shall be paid for at the rate applicable to the work being performed.

**Section 15.7.1. Show-up Time.** A two (2) hour minimum work period shall be guaranteed for show-up time provided the employee must actually have reported for work and notification was not made at least thirty (30) minutes prior to the employee's scheduled start time.

**15.7.2. Substitute Hours.** A substitute driver shall receive a minimum of two (2) hours for each half of a covered route.

**Section 15.8. Industrial Accident.**

**Section 15.8.1.** In the case of any on-the-job disability which is covered by State Industrial Insurance under the State Worker's Compensation Act of the State of Washington, upon request of the employee the Employer will pay such disabled employee on one of the three following models:

- Worker's compensation benefits only;
- Worker's compensation benefits, plus one full day of available leave until the employee's accumulated leave is exhausted; or
- Out of his/her accumulated leave, an allowance equal to the difference between the State Worker's Compensation benefits and the employee's regular straight-time rate of pay, less statutory deductions, beginning at the time of disability and continuing until the accumulated leave entitlement is completely expended.

**Section 15.8.2.** If the employee is still disabled after his sick leave allowance is expended, the employee will revert to only the pay coverage afforded by the State Worker's Compensation Insurance, provided that to fulfill the above the employee will furnish all the information necessary to accomplish same.

**15.9.1 All Trip Rotation Rosters** (including Emergency and Special Needs) will be maintained for all activity trips requiring use of a school bus. ~~The~~ All Trip Rotation Rosters shall be posted at in-service and remain open for registration for the first ten (10) days of the school year. All interested employees must sign the rosters during the open registration period. The Trip Rotation Rosters will be reopened for registration the first five (5) school days following the Winter Break.

~~All Trip Rosters.~~ A list of employees eligible for trips, emergency and special needs to be kept current, shall be forwarded to the Union office and posted on all bulletin boards.

"A list of employees eligible for trips, emergency trips and special needs trips shall be forwarded to the Union office and posted on all bulletin boards, and current list shall be posted and forwarded when changes occur."

**15.9.2** Trips will be posted five (5) to ten (10) school days prior to the date of required travel in chronological ~~numeric~~ order. Drivers will bid upon the trips they want by signing the trip with their

initials and their order of preference (if signing for multiple trips) ~~current seniority number~~. No sooner than five (5) ~~four (4)~~ school days, and no later than two (2) school days prior to a trip's date of travel KWRL will go through the available trips in chronological ~~numeric~~ order using the seniority trip rotation list and award the trip to the most senior driver that has bid upon that trip. A driver will not be eligible to receive any other trips that they may have bid upon until the full rotation of the trip roster is complete.

Trips that are received by KWRL on the same day of travel or the school day prior to the date of travel will be considered emergency trips. KWRL will assign emergency trips by contacting drivers using a separate seniority based emergency trip list. KWRL will make at least two attempts to reach each driver before moving on to the next driver within the emergency trip list rotation.

The following are the consequences for employees who are awarded a trip but then notify KWRL that they are unable to work the trip:

- In cases of family emergency or extenuating circumstances approved by KWRL, the missed trip will be excused.
- Otherwise the first occurrence will be cause for a warning notice and placement on probationary trip status.
- Second occurrence within the same school year will result in removal from the trip list for at least thirty (30) school days. Such drivers may re-sign the trip list at the next sign-up after at least thirty (30) school days. -

To facilitate operational route priority KWRL may use substitute drivers to shuttle trips. KWRL will provide regular drivers a minimum of two hours to complete the trip before or after their route.

During the 2019-20 work year, the labor-management team shall review the operation of this trip assignment system three times after the fall, winter and spring sports seasons. The labor-management team is authorized to execute a memorandum of understanding to clarify or correct any aspect of the trip assignment system that needs correction or improvement. If either the Union or KWRL finds that the trip assignment system needs clarification, correction or improvement, the relevant subsections of § 15.9 shall be reopened.

**Section 15.9.3.** No driver shall incur out-of-pocket expense due to tolls or fees of any kind. Original receipts will be required for reimbursement. For overnight trips, each district in the KWRL cooperative shall offer the standard per diem rate for Washington as set by the U.S. General Service Administration.

**Section 15.9.4.** A minimum of three (3) hours shall be paid for all activity runs assigned off the trip roster; provided, however, that the extra activity trip is not connected with a regularly assigned run (i.e., athletic or extra-curricular trips); and provided further that any cancelled activity run shall be subject to Section 15.9. 7; and provided further that "drop and pick" trips shall be subject to two (2) hours for each half of the trip. A minimum one (1) hour shall be paid for a trip shuttle. The District may, in order to assure sufficient drivers for home-to-school and school-to-home routes, divide trip rosters trips into shuttle trips, "drop and pick" trips, or a combination of shuttle and drop or pick trips.

When a trip is canceled, the driver will be paid for any time already expended on the trip (including commuting time beyond the regular duty station) and reassigned back to his or her regular route. If a trip has been canceled after it is too late to reassign the employee to the regular route, he/she will be paid two (2) hours of driving time, or regular route time, whichever is greater. The Employer shall have the option of assigning work within the employee's job description to the employee during such compensated time. The employee shall be offered the next available trip\_of their choice that is not assigned. Employees must select their choice of available trips the same day that their trip is canceled or by the end of the next school day.

**Section 15.9.6.** When trips extend over meal periods, drivers shall be allowed to use district transportation to travel to a restaurant or other facility within a reasonable radius of the event/destination.

**Section 15.9.7.** For trips, drive time shall include pre-trip Inspection, loading students, emergency evacuations, actual drive time, supervision of students on the bus, unloading students, and cleaning the bus. Standby time shall be time not performing the above duties. During a standby period, the driver will remain available while students are off the bus. Before releasing the students, drivers shall have the trip supervisor review the condition of the bus and sign the trip ticket, which shall include the driver's notation of any unsatisfactory conditions on the bus at the end of the trip. Drivers are allocated up to fifteen (15) minutes after the trip for cleaning the bus. If the bus is not in condition to be adequately cleaned within fifteen (15) minutes the driver must request and be approved for extra time by the dispatcher or supervisor. Standby time shall be compensated at the standby rate through August 31, 2020 and at the employee's regular rate of pay beginning September 1, 2020 and forward.

**Section 15.9.8.** Drop Only Trips. A "drop only trip" Is an activity trip for which transportation services are needed only one-way, taking the students from a school facility to the activity site. A

drop only trip will be kept on the activity trip roster. Regular drivers will be offered trip assignments when regular roster trip drivers are unavailable.

**Section 15.9.9.** Drop and Pick Trips. A "drop and pick trip" is an activity trip for which transportation services are provided to the activity site, the driver is released to return home (going off the clock), and is later called to come back and pick up the students from the site. In such cases, consistent with Sections 15.4 and 15.7, the driver will be paid at least the two (2) hour minimum for dropping the students off and at least another two (2) hour minimum for picking the students up.

**Section 15.10. Emergency Trip Roster.** When a trip must be assigned for a current day's operations because of the unavailability of the driver on the regular trip roster, or a second driver is needed for that day's operation, the Emergency Trip Roster will be utilized. It will be used only when the trip is scheduled for that particular day, or when a trip is scheduled for the following day but notice was not received by KWRL until after 4:00 pm on the day prior to the trip. When a driver on the Emergency Trip Roster cannot be reached by radio on a bus or at the phone number given to the KWRL office, the trip may be offered to the next driver on the list. Assignment from the Emergency Trip Roster will not affect a driver's position on the regular trip roster. Nor will a driver be penalized for refusing a trip assignment from the Emergency Trip Roster. If a driver is already scheduled on a trip, but an emergency trip becomes available, the driver shall have the choice of which trip to take.

**Section 15.11. Job Descriptions.** Job descriptions will be furnished for all classifications in the bargaining unit.

**Section 15.12. Bus Wash and Cleaning.** Regular assigned route buses will be washed by the driver assigned to that bus. When a bus wash is performed during their regular assigned work schedule, drivers will receive up to one and one-half (1.5) hours of drive time pay per month. Drivers not wishing to wash their assigned bus will notify the Employer and those buses will be assigned to a regular part time employee at that work location according to seniority. Drivers that are assigned buses used on trips 1 to 4 times per month shall be provided one (1) hour additional at "drive time pay" for cleaning per month. Drivers that are assigned buses used on trips for 5 or more times per month shall be allowed two (2) hours additional at "drive time pay" for cleaning per month. All drivers shall be paid two hours driving time for cleaning their buses prior to the first day of the school year. It is understood that each hour represents one bus wash, except for the first 1 ½ (one and one-half) hours per month.

**Section 15.13.** Drive time for routes shall include pre-trip inspection, actual driving time and post trip inspection, and any layover of one (1) hour or less pursuant to Section 15.30; provided however, any deviation from actual drive time as detailed above, must be

documented and approved by management (i.e. injured child, inclement weather, etc.). Stand by time shall be time not performing the above mentioned duties.

**Section 15.14.** Substitute drivers will be paid at stand-by time rate to ride one route in each district (an AM or PM run), and in addition, any time that Management requires, in writing, a substitute to ride on a particular route. The route will be assigned by the Transportation Director or his/her designee.

**Section 15.15.** All primary routes will be guaranteed one and one-half (1.5) hour of drive time per route not including pre/post trip duties. Any employee, excluding a substitute employee, whose actual daily route time is shorter than the minimum guaranteed paid time shall be expected to perform services in exchange for the additional paid time; except that, excess time less than one hour per day will not be required to be made up (the employee will only be required to perform additional duties for the time in excess of one hour and less than the one and one-half hour guaranteed minimum route time.) Pre/post trip time will not be added to additional primary routes as a result of early dismissal. Pre/Post Trip Duties: Fifteen (15) minutes will be added to each a.m. route and p.m. route for Pre/Post Trip duties. Ten (10) minutes will be allowed for routes not connected to an a.m. or p.m. route, i.e. kindergarten, late run, early release run etc., provided such duties cannot be accomplished within standby time. Pre- and post-trip duties defined in the Driver Handbook must be completed every day for each route.

**Section 15.16. Overnight Trips.** Drivers who are required to transport groups on overnight trips will be entitled, at the Co-op's expense, to private accommodations near the group's function, provided there are acceptable facilities within thirty (30) miles round trip. "Private accommodations" means a separate room with its own bathroom. Drive time for overnight trips shall include pre-trip inspection, loading students, emergency evacuations, actual drive time, supervision of students on the bus, unloading students, and cleaning the bus. Drivers also shall be paid drive time for any layover of one hour or less. Drivers on overnight trips shall be paid at least eight (8) hours of driving time for each calendar day of the trip that required overnight accommodation, or the actual driving time for that day if greater. Standby time shall be paid for any time the driver is requested by the school employee responsible for the group to remain available with the bus through August 31, 2020 and at the employee's regular rate of pay September 1, 2020 and forward. Drivers shall be "off the clock" only when the school employee responsible for the group signs off in writing that the driver is released and designates the time that the driver is to be back and available for service. The driver will be paid at least one (1) hour of drive time if called back to service while off the clock. Overnight trips do not include graduation trips.

**Section 15.17.** Any information about seminars is to be posted.

**Section 15.18.** Registration and Certification fees, including but not limited to A.S.E., shall be paid by the Co-op if an employee wants to improve his/her education, providing individual application for class(es) are approved by the Co-op in advance, up to a total KWRL expenditure not to exceed five hundred dollars (\$500.00) per Transportation Maintenance employee per year, not including approved travel reimbursement costs. Employees may accumulate their allocation from year-to-year, not to exceed one thousand dollars (\$1000.00)

**Section 15.19.** KWRL will pay for substitutes to attend required meetings.

**Section 15.20.** KWRL will provide training and will solicit input to ascertain which area of training will be most helpful and advantageous to the drivers.

**Section 15.21.1. Special Needs Driver Training:** Prior to the beginning of each school year, Special Needs Drivers shall participate in a four (4) hour in-service training covering aspects of skills required for driving special needs students. No employee shall drive a special education route or trip, on a regular or relief /substitute basis, without specific special education training. Any driver bidding upon and receiving a special education route will be trained by KWRL at the co-op's expense before driving a special education route. Summer school drivers shall be required to complete the training if they have not done so during the school year. The Co-op will also train, at its own expense, the two most senior drivers who volunteer at in-service to be relief drivers for special education routes and trips. Other drivers may participate in training for special education routes at their own expense, on their own time, and then shall be eligible for special education trips. The regularly assigned special education drivers shall have the right of first refusal for special education trips.

**Section 15.21.2.** KWRL shall approve reasonable opportunities for available drivers to familiarize themselves with routes and student needs by participating in ride alongs on paid time.

**Section 15.21.3.** Drivers shall be provided with information, within legal parameters, relating to each student's special needs including medical and behavioral issues.

**Section 15.21.4.** Required special equipment for the safety of students shall be provided.

**Section 15.21.6.** First priority of SNRD assignments is a regular, daily special needs route. If one is not available, the driver will be assigned to drive relief for a regular route. SNRDS are not eligible to bid on temporary routes. SNRD assignments are guaranteed minimum route time pursuant to § 15.15.

**Section 15.21.7.** Special needs summer routes will be offered to the most senior special needs drivers in order of seniority.

**Section 15.21.8.** Special needs shuttles will be assigned in order of special needs seniority. Shuttles will be assigned to drivers who are available to drive each day of the assignment without going into overtime status during the work week. If a relief driver is needed to replace a shuttle driver, the most senior special needs driver available will be assigned, if it does not create overtime.

**Section 15.21.9.** Special needs drivers have priority to substitute on special needs mid-day routes if their regular assignment accommodates the mid-day route, the assignment is practical and it does not create overtime for the assigned driver.

**Section 15.21.10.** Special needs activity trips will be assigned in the following priority order:

1. The most senior driver who regularly drives the student(s) involved in the activity to and from school if it does not conflict with the driver's regular assignment.
2. Regular special needs drivers on the special needs activity trip roster.
3. SNRDs if there is no conflict with their responsibility to drive special needs relief routes.

**Section 15.22.** KWRL will provide a substitute/relief driver with a car to drive to Yale school. No drive time will be allowed for trip to and from Yale.

**Section 15.23.** If a trip driver has a trip terminate in a district that has a need for a substitute, the trip driver shall be offered the run before a substitute. It will be up to the driver to let the dispatcher know if he/she wishes to work. This ~~does would~~ not include routes that have substitutes assigned on a long term assignment.

**Section 15.24.** The Employer shall reimburse employees for the fees collected by the state for all extra drivers license endorsements necessary for an employee to drive a school bus (e.g., CDL, school bus driver endorsements). For new employees (including substitutes), the Employer shall pay or reimburse for fees and costs related to becoming eligible to drive a bus for public schools at the time the expense is incurred, provided that the employee remains employed for at least one hundred twenty (120) actual days of work for KWRL. The parties understand such fees and costs to be a first aid card, a physical (reimbursable if conducted by an Employer-approved doctor), Department of Licensing tests and fees, and fingerprinting. The employee must present receipts or other proof of actual expense in order to be eligible for reimbursement of such costs. For any employee who separates from service prior to the 120 day work requirement described above, the full amount of the fees and costs may be deducted from the employee's final paycheck.

**Section 15.25.** Summer activity trips requiring the use of a school bus shall be assigned on the basis of a separate summer trip roster. The Employer shall post a trip rotation roster to be

signed by drivers interested in summer work. The summer trip rotation shall be established on the basis of seniority. Employees refusing summer trips when offered shall be rotated to the bottom of the roster. Special education transportation in the summer will be categorized as summer routes and will be awarded to interested special education drivers who drove the route during the school year, if the route is continuous to the end or beginning of the school year. Other special education summer routes shall be awarded to the senior interested special education driver. All other summer routes shall be awarded based on seniority.

**Section 15.26. Reimbursements.** The Employer shall reimburse employees for preauthorized business use of a personal vehicle at the current IRS mileage rate. The employer shall reimburse mileage for the medical examinations approved in Section 15.5 and for attendance at the required First Aid course offered at the KWRL Coop.

**Section 15.27.** If drivers are asked to prepare bus rosters, they shall be paid for the actual time necessary to complete the bus rosters at the meeting time rate, provided that no driver will be paid less than two (2) hours and no driver will be paid more than four (4) hours without specific pre-authorization from an administrative supervisor.

**Section 15.28. Standby for Call Back.** Drivers who are asked to remain in one place and be available for call back due to inclement weather or other unforeseen circumstances will be paid at the stand-by rate for such hours.

**Section 15.29.** Regular drivers who are switched from their regular route to temporarily drive another route will be paid the longer of the two routes, as well as any travel time between the person's normally scheduled work location and the location of the route being covered. The Employer shall ask for volunteers or use a substitute to cover another route before assigning a driver to temporarily drive another route. Each year, the Employer shall post a sign-up sheet to solicit volunteers who would be willing to cover other routes when the office or shop staff need to drive a route.

**Section 15.30.** When a driver's regular route schedule results in a one (1) hour or less block of time between ending and beginning of service, such time shall be considered layover time and paid at the drive time rate of pay. Drivers compensated for layover time shall remain available during the layover time for assignment of work.

**Section 15.31.** Substitute and probationary employees shall, upon written request of the employee, receive a written evaluation of their work performance after thirty (30) and/or sixty (60) actual days worked.

**Section 15.32.** Employees assigned (on a regular or special basis) to fuel buses shall be paid for

the actual time spent performing these duties at the regular drive time rate. When an employee with a regular fuel tech assignment is absent or otherwise unable to fulfill the duties, this work shall first be offered by seniority to other drivers regularly assigned at the same site who are available at the time the work is to be performed.

**Section 15.33.** Shuttles (from one location to another) shall be assigned to the most senior driver available, regularly assigned to that district. When the regular driver assigned to such shuttle is absent, the shuttle shall be offered to the next most senior driver who is regularly assigned to that district.

**Section 15.34.** Drivers with a change in their route that will continue for an indefinite period of time shall be paid at drive time rate to drive the new route upon pre-approval of the Transportation supervisor or designee. Drivers assigned to a new route will be paid at drive time rate to drive or ride along on the route before driving it upon pre-approval of the Transportation supervisor or designee.

**Section 15.35.** A sign-up sheet for relief and additional driving opportunities shall be maintained. Drivers are responsible for contacting dispatch and requesting that their name be excluded from the sign-up sheet each day that they are not available. If work is available and there are no special needs relief drivers available, work opportunities shall be offered to available regular drivers in order of seniority from the sign-up sheet. A driver who has signed up for extra work, does not notify dispatch that he or she is unavailable, and declines an assignment shall receive one warning and on a second instance be removed from the list for thirty (30) days.

**Section 15.36.** The Co-op and the Union have a joint interest in ensuring that the route times posted for available routes are accurate. The parties also agree that route conditions may change at any time. Prior to posting a route for bidding, the District will time the route to ensure that it is posted accurately. The Union may request any further timing activities to ensure the accuracy of any route time at any time.

## **ARTICLE XVI – WAGE SCHEDULE**

**Section 16.1. 2019 Wage Schedule.** Employees shall be paid at the hourly rates in the following chart. Movement to the next step on the salary schedule shall be effective on September 1 of each school year. Employees eligible for increment movement based on years of experience and hired on or before June 30 of a year shall be granted movement on the salary schedule the next September 1.

**Bus Driver**

% Above Base	Base	Year 5	Year 10	Year 15	Year 20	Year
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	Rate	2%	4%	6%	8%	25 10%
Drive Time	22.03	22.47	22.91	23.35	23.79	24.23
Standby Time	16.14	16.46	16.78	17.11	17.43	17.75

Transportation Maintenance

% Above Base	Base Rate	Year 3 1%	Year 5 3%	Year 10 5%	Year 15 7%	Year 20 9%	Year 25 11%
Coordinator	32.24	32.56	33.21	33.85	34.84	35.14	35.46
Diesel	29.52	29.81	30.41	31.00	31.90	32.18	32.47
Service	23.64	23.87	24.35	24.82	25.55	25.77	26.00
Assistant Service	23.10	23.33	23.80	24.26	24.97	25.18	25.41

**Section 16.2. Pay Warrants.** Monthly pay warrants shall be directly deposited into a bank account identified by each employee. ~~Employees who need a physical pay check shall notify the Woodland payroll officer and be responsible for picking up the check at the Woodland district office during regular business hours.~~ Deposit or delivery shall occur on the same day as other employees of the Woodland School District. An itemized statement showing the pay bases, hours worked, gross wages and deductions therefrom shall be issued to employees concurrent with the deposit of the pay warrant. The statement will indicate sick leave hours. KWRL shall provide drivers a monthly re-cap sheet of daily hours worked.

**Section 16.3. Wage Increases** For 2020-2021 and the subsequent years of the Agreement the above salary rates shall be increased by the greater of three percent (3%) or the inflationary adjustment (Implicit Price Deflator, IPD).

**Section 16.4. Twelve-Month Pay.** Employees working less than twelve months shall have the option of receiving twelve (12) paychecks per year. Employees who wish to choose the twelve (12) paycheck option must provide irrevocable written authorization on a form provided by the Woodland payroll office prior to the first workday of the school year. There will be no extensions, and employees who do not submit the form in a timely manner shall be paid in the months of actual work, but employees may submit their authorization for twelve paychecks prior to the start of the next work year. Any overtime or adjustments to the daily hours will be adjusted in the month worked.

**Section 16.5. Driver Trainer Assistant.** When performing driver trainer work, the hourly pay of the certified Driver Trainer Assistant position shall be \$1.00 above the driver's regular drive time pay rate. The hourly pay of the non-certified Driver Trainer Assistant position shall be \$0.50 above the driver's regular drive time pay rate.

**Section 16.6. Payroll Errors and Reimbursements.** Payroll errors of greater than \$100 shall be corrected by a separately-issued check less than one (1) week following confirmation of the error. Payroll errors of less than \$100 shall be corrected in the next available monthly pay warrant following confirmation of the error. Reimbursements shall be processed monthly through accounts payable procedures separately from payroll checks. Employees will be informed of the Woodland School District's monthly deadline for submitting reimbursement requests to be paid that month.

**Section 16.7. Training Compensation.** Applicants who are hired after successfully completing training and who participate in a KWRL authorized CDL bus driver training program shall be compensated for the number of hours of training at the state minimum wage rate. This compensation is contingent on receiving a CDL license and consistently driving for KWRL for thirty (30) school days. After the employee has consistently driven for KWRL for six (6) school calendar months (exclusive of summer), the employee shall be paid the difference between the state minimum wage rate and the employee's regular hourly rate for the hours of CDL training.

Drivers and substitutes shall be paid at the standby rate through August 31, 2020 and paid at their regular rate of pay starting September 1, 2020 and forward to participate in additional training authorized by KWRL, which may include riding routes.

**Section 16.8.** A six percent (6%) per hour shift differential, from the employee's regular rate of pay, shall be paid to any Transportation Maintenance employee whose regularly scheduled shift ends after 6:00pm.

## **ARTICLE XVII EQUIPMENT, ACCIDENTS, REPORT, SAFETY, MEDICAL EXAMINATIONS**

**Section 17.1. Accidents.** Any employee involved in any accident shall immediately report the accident and any physical injury sustained by any person involved. The employee shall make out an accident report on forms supplied by the Employer and shall turn in all available names and addresses of witnesses to the accident. Accident reports shall be presented in compliance with present policy, a copy of which shall be included in the Employer rules. Failure to comply with this provision shall subject an employee to disciplinary action by the Employer.

**Section 17.2. Equipment Reports.** Employees shall immediately report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall

be made in multiple copies, one copy to be retained by the employee.

**Section 17.3. Appearance in Court.** When an employee is required by the Employer to appear in any court or before any attorney for the purpose of testifying because of any accident he/she may have been involved in during working hours, the employee shall be reimbursed in full by the Employer for all time spent or hours of work lost, computed at his/her current hourly rate of pay, whichever is greater, because of his/her appearance.

**Section 17.4. Safety.** The Employer and the Union jointly recognize the importance of maintaining safe working conditions. It is agreed that all employees shall be vigilant in observing unsafe or hazardous objects or conditions and will report them immediately to the appropriate personnel for correction. The Department of Labor and Industries ruling will be the determining factor of what unsafe or hazardous conditions shall be corrected.

**Section 17.5. Coveralls.** The Employer shall furnish the Transportation Maintenance employees with coveralls. The coveralls shall remain the property of the Employer and the cost of laundering shall be borne by the Employer.

**Section 17.6. Tool, ~~and~~ Footwear and Outerwear Reimbursement.** The Employer shall reimburse each Transportation Maintenance employee up to six hundred dollars (\$600) for tools, footwear and outerwear each year, measured from September 1 to August 31. Any unused portion of this reimbursement amount may be carried-over for one year and used by the employee in combination with the six hundred dollar (\$600) reimbursement for that school year. In lieu of reimbursement and with prior approval of the Transportation Director or designee, the employee may choose to charge the tools, footwear or outerwear to KWRL's established accounts.

**Section 17.7. Cameras.** The Employer authorizes the use of cameras on KWRL operated school buses for the purpose of reducing student discipline problems, thus providing a safer environment for the transportation of students. The reason for recording the transportation environment is to provide school officials, drivers, and parents/guardians with documentation when dealing with inappropriate student behavior and to assist drivers with student behavior management skills. Cameras will not be used to monitor employees in real time, but recordings may be viewed in response to concerns regarding reported security or safety incidents. An email will be sent to the driver's district email address ( a copy of the email will also be placed in the driver's box, only through February 29,2020 ) when a recording is reviewed, unless the recording is requested by the driver. Recordings will only be used in connection with the discipline of an employee in accordance with the principles of just cause and due process in Article X. KWRL will allow drivers a reasonable time for viewing recordings. Any recording viewing that will exceed fifteen (15) minutes or requires technical assistance must be authorized in advance by the Director of Transportation.

**Section 17.8. Computers.** If the Employer determines it is technologically feasible, the Employer shall insure that at least one (1) computer is available at each driver site, for work related use.

## ARTICLE XVIII – BENEFITS

### **Section 18.1. Vacations.**

**Section 18.1.1.** It is agreed that full time employees (twelve months) regularly employed for a period of one (1) year shall receive one (1) week vacation with pay. Employees regularly employed for two (2) years shall receive two (2) weeks vacation with pay. Employees regularly employed for five (5) years shall receive three (3) weeks vacation with pay, and for ten (10) years shall receive four (4) weeks vacation with pay. After 16 years, he/she shall receive 21 days of vacation with pay, after 17 years—22 days; after 18 years—23 days; after 19 years—24 days; after 20 years—25 days.

**Section 18.1.2.** In most cases, full vacations cannot be taken during the school year (School days). Any exception must be arranged with the supervisor. The employee shall make a written request for vacation time to his/her immediate supervisor at least six (6) weeks before the planned vacation, and in no case later than June 1st, of each year. Vacations will be scheduled at limits of maintaining needed personnel for work requirements. The supervisor will authorize vacation schedules as early as possible after all requests are in. Senior employees shall be given a choice of vacation dates under this section.

**Section 18.1.3.** Unused vacation time may not be carried forward beyond one (1) year.

**Section 18.1.4.** Any person leaving employment and entitled to vacation time will receive vacation pay pro-rated by workdays in lieu of vacation provided a minimum of two (2) weeks notice of his/her leaving is given in writing to his/her supervisor.

**Section 18.1.5.** If a paid holiday occurs while an employee is on vacation, such employee shall not be charged vacation time for the holiday.

**Section 18.1.6.** If an employee is called back from vacation, he/she shall receive the overtime rate for all hours worked and shall be given the remainder of his/her vacation with pay at a later date.

### **Section 18.2. Holidays.**

**Section 18.2.1.** All regular employees who have worked his/her last scheduled shift preceding the holiday and his/her first scheduled shift succeeding the holiday, or are on sick, bereavement leave, or emergency use of personal leave, and are not on leave of

absence, shall be eligible for pay for such unworked holiday.

**Section 18.2.1.1.** Provided that the holiday is during the employee's work schedule (July 4<sup>th</sup> is only during the employee work schedule of year-round employees), employees regularly employed shall receive the following paid holidays:

- |                            |                                     |
|----------------------------|-------------------------------------|
| (a) Labor Day              | (g) New Year's Eve Day              |
| (b) Veteran's Day          | (h) New Year's Day                  |
| (c) Thanksgiving Day       | (i) Martin Luther King Jr. Birthday |
| (d) Day after Thanksgiving | (j) President's Day                 |
| (e) Christmas Eve Day      | (k) Memorial Day                    |
| (f) Christmas Day          | (1) July 4th                        |

**Section 18.2.1.2.** All regular full time employees shall also receive one floating holiday.

**Section 18.2.2.** Should any of these paid holidays fall on a Saturday or Sunday, then either Friday or Monday will be observed if these should be non-school days, or the Superintendent-in-Charge shall arrange to add to their paid vacation time. For back-to-back paid holidays (e.g., Christmas Eve Day and Christmas Day) that fall in whole or in part on a Saturday or Sunday, the Superintendent-in-Charge will designate in advance which weekdays adjacent to the weekend will be observed.

**Section 18.2.3.** If an employee is required to work on the day the holiday is observed, he/she shall receive, in addition to holiday pay, one and one-half (1 1/2) times his/her regular straight-time rate of pay for all hours worked.

**Section 18.2.4.** An employee shall receive credit for weekly overtime purposes for the number of hours he/she is regularly scheduled to work on any of the above holidays which fall within his/her regular scheduled work week, regardless of whether or not work is performed on such holiday.

### **Section 18.3. Leaves.**

**Section 18.3.1.** All regular ~~full-time~~ twelve-month employees (~~2080 hours~~) shall receive a maximum of twelve (12) days of sick leave per year, accumulative to a maximum of 180 days (i.e. twelve-month employees who work eight (8) hours per day shall earn eight (8) hours of sick leave per month for twelve months). Sick leave will count as hours worked for the purpose of calculating overtime for 12-month employees. All regular part-time employees shall receive sick leave days in pro-ratio to what their part time service bears to full time service, but not less than ten (10) days per year, pro-rated for

employees starting work after September 1 and accumulative to a maximum of 180 days (i.e. school-year based employees who work four (4) hours per day shall earn four (4) hours of sick leave per month for ten (10) months). ~~[i.e. nine (9) month employee, who works six (6) hours, shall earn six (6) hours of sick leave per month for nine (9) months.]~~ In the event of illness or injury in the immediate family (mother, father, brother, sister, spouse, children, grandparents, grandchildren, parent-in-law), the employee may use accrued sick leave to care for them. Employees shall make every effort to call-in requests for sick leave at least one hour before the employee is expected to report for duty to allow for the arrangement of a substitute.

**Section 18.3.2.** The District will institute an "Attendance Incentive Program", subject to the conditions and restrictions provided in state statutes. Under this program, each year employees with an accumulation of greater than sixty (60) days may cash in unused sick leave days accumulated in the previous year at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave days. All accumulated sick leave shall be cashed out at the same rate upon retirement or qualified separation from employment as defined in state law. NOTE: Such sick leave not taken during the year shall be accumulated from year to year to a maximum of 180 days for cash-out purposes and up to the number of days in a single work year for leave purposes.

**Section 18.3.3.** In the event of bereavement in the immediate family, leave with pay up to five (5) days per occurrence shall be extended to regular employees. Immediate family shall include Mother, Father, Brother, Sister, Spouse, Children, Grandparents, Grandchildren, or the same as related by marriage; provided that immediate family may include any other bereavement at the discretion of the Transportation supervisor upon request by an Employee and a showing of unique circumstances. Non-accumulative. If an Employee has exhausted his/her benefits under this section and is in need of more bereavement days, he/she may request additional days from his/her supervisor. Final decision on the granting of additional days rests with the Co-op.

**Section 18.3.4.** All classified employees shall be paid for jury duty service at the rate of the regular pay. Employees seeking compensation for jury duty must provide documentation of jury duty service with their time card.

**Section 18.3.5.** Two days of personal leave will be granted with pay by the Superintendent-in-Charge or his/her designee. Such day shall be scheduled with the Employer as far in advance as possible and shall not be scheduled during the first or last week of school, or to extend any holiday, school break or three-day weekend, except for emergencies where pre-planning could not relieve the necessity for using the leave. If any employee has not utilized his/her personal leave day, such day may be cashed out

at the employee's current rate of pay at the end of the school year. The Employer will make every attempt to approve a personal leave day in a timely manner. The Union will recognize that the staffing needs of the District come first, and that the Employer may not be able to grant a personal leave day if it would result in the District being inadequately staffed.

**Section 18.3.6.** If an employee intends to use sick leave for a medical appointment which cannot be scheduled during off duty hours, the employer will require the employee to present a physician's statement certifying the appointment upon his/her return to work, otherwise the hours absent will be designated "absence without pay."

#### **Section 18.4. Medical Hospitalization Insurance.**

**Section 18.4.1.** Section 18.4.1. Between September 1 and December 31, 2019 the Employer will pay the 2018-19 state funded amount per month per FTE (Full-Time Equivalent). Starting January 1, 2020, ~~the~~ Employer will pay the state-funded amount per month per eligible employee ~~FTE (Full Time Equivalent)~~ as stated in the state appropriations act for classified insurance basic benefits. The Employer will follow legal and regulatory requirements established for provision of benefits. ~~FTE is calculated monthly on the basis of 1440 hours per year.~~ All hours worked will be recognized when calculating eligibility ~~FTE~~ for insurance allocation. For the months September 1 to December 31, 2019 ~~all years of the agreement,~~ the Employer shall pay up to \$75 per month per employee of the Health Care Authority (HCA) assessment. ~~This section shall reopen annually to conform to state mandated changes only.~~

**Section 18.4.2.** Basic benefits are limited to medical, dental, vision, group term life, short term disability and long term disability, as per RCW 28A.400.270 (3). Basic benefits will be determined annually School Employees Benefits Board, beginning January 1, 2019 Between September 1 and December 31, 2019, the benefit plans will be offered on the same terms as the 2018-19 work year.

**Section 18.4.3.** Through December 31, 2019 the payment shall be pro-rated for other than full time employees except for those less than 17.5 hours per week shall receive no allowance.

**Section 18.4.4.** Through December 31, 2019 the District will allocate unused insurance appropriations to employees who have out-of-pocket expenses for qualifying insurance premiums. A pooling system will be developed that allocates pooling on an FTE basis. The district will allocate insurance contributions based upon regularly assigned route hours.

**Section 18.5. Leave Sharing.** A leave sharing program shall be administered consistent with RCW 28A.400.380 and Chapter 392-136A WAC,

**Section 18.6** Washington State Paid Family and Medical Leave. Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act.

## **ARTICLE XIX - PERSONNEL FILES**

**Section 19.1.** Employees of KWRL shall have the right to review, by prior arrangement, all materials in their personnel file. A representative of KWRL shall be present at the time of review to answer any question and maintain security of the file. The employee shall be shown a copy of any derogatory material added to the employee's personnel file prior to filing in such file. The employee shall have the right to attach comments to such material. After one year the employee may petition by a written request to the Superintendent/designee that any derogatory material be removed. If the request is denied, the employee may, upon written request, meet with the KWRL administrative council at their next scheduled meeting. The employee may bring a union representative to such meeting.

## **ARTICLE XX – DRUG AND ALCOHOL TESTING**

**Section 20.1. Purpose.** SEIU Local 925 and the KWRL Transportation Cooperative adopt the following provisions in accordance with the Federal Highways Administration Agency rules concerning the testing of certain employees in safety-sensitive positions.

**Section 20.2. Reporting of Therapeutic Drug Use.** Drivers are required to inform the KWRL supervisor in writing of any therapeutic drug use that may adversely affect the driver's ability to safely operate a vehicle. Drivers must provide KWRL documentation that their health care provider has reviewed each therapeutic drug prescribed to the driver and that none of the therapeutic drugs prescribed, individually or in combination, will adversely affect the driver's ability to drive a school bus as defined by the Federal Motor Carrier Safety Administration in accordance with FMCSA 391.41 and as required by Woodland School District Policy 5202.

**Section 20.3. Reasonable Suspicion Testing.** When the supervisor has reasonable suspicion that an employee is under the influence of alcohol or drugs while on duty, that supervisor when possible shall have either the Dispatcher or another non-SEIU member from KWRL confirm that suspicion. A reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. If reasonable suspicion is confirmed, an employee shall be required to submit to an alcohol or drug test. Only the supervisor and/or KWRL dispatcher or another non-SEIU member who have had the federally required training may confirm a reasonable suspicion.

**Section 20.4. Confidentiality.** All records required by federal law and rules shall be maintained in a secure location with controlled access. Except as required by law or expressly authorized by the employee, the employer shall not release information about the employee relating to any drug or alcohol test. The employer shall maintain all drug and alcohol records in a separate, secure location with controlled access, in files independent of an employee's official personnel records. The employer shall only provide copies of these records to other employers when an employee has applied for employment with a prospective employer, and the employee has expressly authorized release of his or her records to the prospective employer. Under no circumstances will the employer, or any other group contracted with by the employer, release any test results to any person, agency, or group without the prior written authorization of the employee. Reports that are statistical data without names required under federal regulations shall be forwarded to the union.

**Section 20.5. Discipline.** Employees found in violation of the Drug and Alcohol testing policies, shall be subject to discipline only under this section. All discipline under this section shall be uniform, progressive, and subject to just cause and due process requirements. If test results indicate a blood alcohol concentration of less than 0.02, then no disciplinary action may be taken. If test results indicate a blood alcohol concentration of 0.02 or greater, but less than 0.04, the affected employee shall be permitted to work the next duty period, provided that 24 hours have elapsed since the test. If test results indicate a blood alcohol concentration of 0.04 or greater or are positive for a controlled substance, then, the employee will be removed from performing safety sensitive functions and may be disciplined up to and including discharge, under the terms of this collective bargaining agreement. The employee may not be returned to duty in a safety sensitive function until he/she has been evaluated by a substance abuse professional (SAP), participated in any assistance program prescribed and submits to a written assurance from the SAP that the employee is complying with the requirements of any treatment plan. Return-to-duty testing at the employee's expense will be required. The employer may require unannounced follow up tests at the employer's expense.

**Section 20.6. Test Costs and Compensation.** The employer will pay for, and compensate employees for, all costs related to random, reasonable suspicion, and post-accident testing, including wages at driver time and mileage if an employee must use his/her own vehicle. This includes but is not limited to time to drive to and from the required location or a person is required to remain available for testing. The employee is responsible for paying for any return-to-duty, follow up and split sample tests. The employer will reimburse the employee for any split sample tests that return negative.

**Section 20.7. Leave Use When Removed From Position.** Employees may use accumulated paid leave (including sick leave) or leave without pay when removed from their positions and not given alternative work assignment because of an accusation of reasonable suspicion. If final determination is negative any leave time used will be restored to the employee or the

employee will be compensated for the leave without pay.

**Section 20.8. Statutory Authority.** This article has been agreed to by the parties in order to comply with the requirements of the Omnibus Drug and Alcohol Testing Act of 1991 and if, during the term of this agreement, changes occur in the Act that affect terms and conditions of employment that make topics mandatory for bargaining, as outlined in Chapter 41.56 RCW, the parties will meet to negotiate those affected changes.

#### **ARTICLE XXI – HEPATITIS B SHOTS**

**Section 21.1.** A KWRL policy to provide employees with hepatitis B shots shall cover following:

- (a) Employee checks with insurance carrier to see if insurance covers hepatitis B shots.
- (b) KWRL Co-op researches providers and informs employees of authorized providers.
- (c) If the employee chooses to receive his/her Hepatitis B shots from the authorized provider, KWRL will reimburse the series of shots (3) upon proof of receiving the full series.

#### **ARTICLE XXII – NO STRIKE**

**Section 22.1.** During the duration of this Agreement, the Union and its members shall not initiate, cause or participate in any strike or work stoppage affecting the Transportation Cooperative.

#### **ARTICLE XXIII – DOCUMENT CONTAINS ENTIRE AGREEMENT**

**Section 23. 1.** This document contains the entire Agreement of the parties and neither party has made any representation to the other party which is not contained herein or in covering letters attached hereto.

#### **ARTICLE XXIV – MODIFICATION OF AGREEMENT**

**Section 24.1.** This Agreement shall not be amended, modified, changed, altered or waived except by written document executed by the parties hereto.

**ARTICLE XXV – SAVINGS CLAUSE**

**Section 25.1.** If any provision of this Agreement is found to be in conflict with the laws of the State of Washington or of the United States of America, the remaining provisions of the Agreement shall remain in full force and effect.

**Section 25.2.** The parties further agree that this Agreement may be reopened by either party upon thirty (30) days written notice only for negotiations regarding the provisions invalidated.

**ARTICLE XXVI – GENDER**

**Section 26.1.** Whenever in this Agreement the masculine gender is used, it shall also be deemed to include the feminine gender.

**ARTICLE XXVII – DURATION**

**Section 27.1.** This Agreement shall remain in full force and effect from September 1, 2019, through August 31, 2024

**Section 27.2.** If either party desires a successor Agreement, written notice must be served by that party at least sixty days prior to expiration and negotiations shall follow.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2019.

**KWRL TRANSPORTATION  
COOPERATIVE**

**SEIU LOCAL 925**

\_\_\_\_\_  
Shannon Barnett, Transportation Director

\_\_\_\_\_  
Damian Kent, MRC Rep

\_\_\_\_\_  
Gary Hollingshead, Chapt. President

\_\_\_\_\_  
Mike Hugo, Chapt. VP

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Teresa Thatcher, Chapter Secretary

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J. D. Garren, Trans Maintenance



**EXHIBIT B - Grievance Form**

GRIEVANCE FORM  
KWRL TRANSPORTATION COOP  
FORMAL GRIEVANCE PRESENTATION

STEP \_\_\_\_\_

(To be completed by employee and the Union and Submitted to the Superintendent or designee.)

EMPLOYEE \_\_\_\_\_ DATE OF SUBMITTAL \_\_\_\_\_

UNION REPRESENTATIVE OR DESIGNEE \_\_\_\_\_ DATE OF PRESENTATION TO IMMEDIATE SUPERVISOR \_\_\_\_\_

WORK LOCATION \_\_\_\_\_ SUPERVISOR \_\_\_\_\_

STATEMENT OF GRIEVANCE (Please include: Facts on which the grievance is based, reference to the specific terms of the Agreement which have been violated, issues involved, and the remedy sought.)

\_\_\_\_\_  
Signature of Employee or Union

\_\_\_\_\_  
Date

### **EXHIBIT C - What Does "Just Cause" Mean?**

The concept of "just cause" (mentioned in Section 10.1) requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators have articulated many definitions and explanations of "just cause" over the years, including, but not limited to the following tests:

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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN SEIU LOCAL 925 AND KWRL TRANSPORTATION CO-OP**

The parties agree that Beverly Summerhill, Lorri Chaffin and Diana Hantho shall be retained in their current work assignments under Section 9.4 of the 2015-2019 Collective Bargaining Agreement.

\_\_\_\_\_  
Shannon Barnett, Transportation Director  
KWRL Transportation Co-op

\_\_\_\_\_  
Marilyn Botcheos, Field Director  
SEIU Local 925

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

