



2020-2021 COLLECTIVE BARGAINING AGREEMENT

between

SEATTLE SCHOOL DISTRICT NO. 1

and

GENERAL TEAMSTERS, LOCAL UNION NO. 174
Affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
(Truck Drivers)

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Seattle School District

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INTERNATIONAL BROTHERHOOD OF TEAMSTERS
(Truck Drivers)


In witness thereof, the parties hereto have executed this Agreement on this 6th day of June , 2021.

FOR THE EMPLOYER
SEATTLE SCHOOL DISTRICT NO. 1



Brent Jones
Interim-Superintendent

FOR THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
GENERAL TEAMSTERS,
LOCAL UNION NO. 174



Rick Hicks
Secretary-Treasurer

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2020-2021 COLLECTIVE BARGAINING AGREEMENT

between the

SEATTLE SCHOOL DISTRICT NO. 1

and

GENERAL TEAMSTERS LOCAL NO.174

(Truck Drivers)

This Agreement is made by and between SEATTLE SCHOOL DISTRICT NO. 1, (also doing business as Seattle Public Schools) hereinafter called "District" and GENERAL TEAMSTERS LOCAL UNION NO. 174, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called "Union".

ARTICLE 1: RECOGNITION - UNION SECURITY - MANAGEMENT RIGHTS

SECTION A: RECOGNITION

The District hereby recognizes, during the term of this Agreement, General Teamsters Local Union No. 174, affiliated with the International Brotherhood of Teamsters, as the sole and exclusive bargaining agency for all employees of the District whose job classifications are set forth in Appendix A of the Agreement.

SECTION B: UNION SECURITY

1. **Union Membership:** All employees covered under the terms of this Agreement may voluntarily join the labor organization that represents their position ("Union") as a member and receive all rights, privileges and benefits of Union membership. The Seattle School District, including its directors, managers and supervisors, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities.
2. **Dues Deduction:** Following written receipt of confirmation of authorization by an individual employee to their Union, the District shall deduct from the pay of such employee the amount of dues, fees and assessments, as certified by the Union and remit it to the Union. The Union shall transmit to the District, in writing, by the cut-off date for each payroll period, the name of the employee(s) who have, since the previous payroll cut-off date, provided the Union with an authorization for payroll deductions, or have changed their authorization for payroll deductions. The District shall honor the terms and conditions of each employee's voluntary Union membership and payroll deduction authorization(s).
3. **Written Confirmation of Deduction Authorization:** For Unions signing up members by phone or means other than a signed authorization card, the Union shall send documentation of the authorization, in addition to an email to the District with the name and social security number of each employee who authorizes payroll deductions to confirm such authorization. The email shall contain the date of authorization for payroll deductions by the employee and the amounts and/or percentage of deductions.
4. **Revocation:** Any employee may revoke their authorization for payroll deductions to their Union by written notice to the Union in accordance with the terms and conditions of their membership authorization. Every effort will be made to end the payroll deductions

effective on the first payroll period, and not later than the second payroll period, after the District receives written confirmation from the Union that the terms of the employee's authorization regarding dues deduction revocation has been met. The District will refer all employee inquiries regarding the Union's revocation process to the appropriate Union. The District may answer any employee inquiry about process or timing of payroll deductions.

5. The Union will indemnify and hold the District harmless against any claims made, and against any suit instituted against the District on account of any check-off dues. The Union agrees to refund to the District any amounts paid to it in error on account of the check-off provisions upon presentation of proper evidence thereof.
6. DRIVE Contribution: The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on each pay period during the month. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check the amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the payroll deduction plan.

SECTION C: MANAGEMENT RIGHTS

Except to the extent specifically covered and controlled by the express terms of this Agreement, the Union recognizes the District's inherent and traditional right to manage its business and operations, including but not limited to: hire; discipline; suspend or discharge employees for cause; maintain the discipline and efficiency of its employees; lay off; establish, change and direct reasonable methods and processes of doing work; introduce new and improved work methods or equipment; determine the starting and quitting times and the number of hours to be worked; and, the right to make and amend such reasonable rules and regulations as it may deem necessary for the conduct of its business and to require their observance.

ARTICLE 2: EXTRA AGREEMENTS

The District agrees not to enter into any agreement or contract with the employee, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

ARTICLE 3: DISCRIMINATION - PICKET LINES

- A. No employee shall be discriminated against for upholding Union principles, and any employee who works under the instructions of the Union, or who serves on a committee shall not lose his/her job or be discriminated against for this reason.
- B. It shall not be a violation of this Agreement, nor shall it be cause for discharge or replacement as an employee or disciplinary action of any kind if an employee refuses to cross or work behind a primary picket line, including picket lines at the District's place of business, if the picket line is caused by a strike which has been sanctioned by General Teamsters Local Union No. 174 and the Joint Council of Teamsters No. 28.

ARTICLE 4: EQUAL EMPLOYMENT

The District and Teamsters Local 174 agree that they will not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of race, creed, color, age, gender, national origin, ancestry, economic status, pregnancy, physical appearance, religious belief, marital status, gender identity, sexual orientation or mental, physical or sensory disability except in order to meet a bona fide occupational qualification or as otherwise provided by law.

ARTICLE 5: HOURS OF WORK - SHIFT PREMIUM – OVERTIME - BIDDING

SECTION A: HOURS OF WORK

1. Regular Work Week
 - a. Five (5) consecutive days of eight (8) consecutive hours, Monday through Friday, inclusive with the same starting and quitting times, shall constitute a week's work. Any driver on a crew or team shall have starting and quitting times that match the crew or team.
 - b. In a regular work week Saturday work shall be guaranteed four (4) hours' work at the rate of time and one-half (1.5X); any work performed beyond four (4) hours shall be guaranteed eight (8) hours work at the rate of time and one-half (1.5X).
 - c. All Sunday work shall be guaranteed four (4) hours' work at the rate of double time (2X); any work performed beyond four (4) hours shall be guaranteed eight (8) hours work at the rate of double time (2X).
 - d. Should the District implement a Saturday school program which requires direct support of Teamster 174 Drivers, the Union and the District agree to negotiate the effects of a Tuesday - Saturday schedule. The District shall not implement a Tuesday - Saturday shift solely to avoid the payment of overtime.
2. Flexible Work Week: The District has the option to establish a Flexible Work Week that consists of four (4) consecutive days, ten (10) consecutive hours. Employees who work the Flexible Work Week shall receive three (3) days off per week, two (2) of which shall be Saturday and Sunday. However, employee(s) working with the maintenance crew(s) must work whatever 4/10 work schedule is worked by the maintenance crew(s) they are working with if the maintenance crew(s) are on a 4/10 work schedule.
 - a. All hours in excess of ten (10) per day and forty (40) per week shall be paid at time and one-half (1.5X) the employee's regular rate of pay. All hours worked in excess of five (5) compensable days and fifty (50) compensable hours shall be paid at double time (2X) the employee's regular rate of pay.
 - b. All compensated leaves shall be paid at the rate of ten (10) hours per day.
 - c. Holiday Work Weeks for Employees Assigned to Flexible Work Week (4X10):
 - 1) When the District observes a holiday on a day that the employee is not scheduled to work, the employee shall receive an additional eight (8) hours (holiday) pay at the employee's regular rate of pay; provided that the District has the option of scheduling the three (3) working days (i.e., thirty (30) hours) and paying the employee for four (4) days (i.e., forty [40] hours) at the employee's regular rate of pay.

- 2) When the District observes a holiday on a scheduled workday, the employee shall receive ten (10) hours regular pay for the holiday.
3. Starting Times and Shift Premium
 - a. First Shift: No driver and/or helper shall work before 5:30 a.m. or after 5:30 p.m., except in cases of emergency and/or by mutual consent between the District and the Union.
 - b. Second Shift: Shift premium for all second shift work shall be two dollars fifty cents (\$2.50) per hour.
4. When an employee reports for work, he/she shall receive a full day's pay.

SECTION B: OVERTIME

1. Any authorized work performed before the regular starting time, or after the regular quitting time in excess of eight (8) hours in a 5/8 work week or ten (10) hours in a 4/10 work week, shall be considered overtime and shall be paid for at the rate of time and one-half (1.5X).
2. In computing overtime, for less than fifteen minutes, fifteen minutes shall be allowed; for over fifteen minutes and less than one-half hour, one-half hour shall be allowed; for over one-half hour and less than forty-five minutes, forty-five minutes shall be allowed; for over forty-five minutes and less than one hour, one hour shall be allowed.
3. No pyramiding of overtime shall be allowed.

Pyramid Examples:

- a. If an employee works eight (8) hours on Sunday and forty (40) hours during the regular Monday through Friday work week, the employee will receive double time for work on Sunday and straight time for the Monday through Friday work week.

Workday:	Sun	Mon	Tues	Wed	Thur	Fri	Sat
Hours:	8	8	8	8	8	8	
Rate:	2X	1X	1X	1X	1X	1X	

- b. If the Fourth of July is on a Friday, and an employee works forty (40) hours during the regular Monday through Thursday of that week and the employee works an additional eight (8) hours on Friday, he or she will be compensated as follows:

Workday:	Sun	Mon	Tues	Wed	Thur	Fri	Sat
Hours:		10	10	10	10	8	
Rate:	8 at reg; 2 at 1.5	8 at reg; 2 at 1.5	8 at reg; 2 at 1.5	8 at reg; 2 at 1.5	8 at reg; 2 at 1.5	8 at 2.5x	

(Article 14 E.2.a)

4. All overtime must be authorized by the appropriate supervisor.
5. All overtime available prior to and/or after a regular shift shall be first offered to the employee whose route requires the overtime.
6. All overtime not scheduled on a regular workday shall be offered to the most senior worker qualified to do the work.
7. In the absence of enough volunteers for overtime, overtime may be assigned in inverse order of seniority to available employees.

8. Whenever possible, employees shall be notified 48 hours in advance prior to any scheduled overtime outside the regular work week.

SECTION C: REST PERIODS

1. Each employee shall receive two (2) fifteen (15) minute paid rest periods during each shift, one (1) to be scheduled each half shift; provided that, employees who work the Flexible Work Week shall have an additional fifteen (15) minute rest period after eight (8) hours.
2. In event of overtime of two (2) hours or more, each employee shall receive an additional paid rest period of fifteen (15) minutes or an additional fifteen (15) minutes pay in lieu thereof.

SECTION D: BIDDING

1. Employees shall have the annual right, by seniority to bid, if qualified, shift and route choice. Employees off work due to injury or illness or on light duty shall be excluded from the bid process until released to full duty, unless the employee has an expected or approximate return to work date and has provided any required medical release to perform that work.
 - a. Annual bidding shall be for June and September.
 - b. Change in starting times/routes shall take place with one (1) week notice for bidding.
2. The need for daily operational flexibility is understood.
3. Extra time, including overtime, will be offered to employees based on assignment (warehouse vs. maintenance), by seniority, to employees in the other group.

ARTICLE 6: SENIORITY

- A. An employee shall attain seniority after 480 hours of work within 150 days. The employee's seniority date shall be effective two calendar months prior to the date that the employee attained seniority.
 1. Seniority shall be broken only by justifiable discharge, voluntary quit, or more than twelve (12) months off the job as a result of 1) layoff, or 2) health leave approved by the District resulting from a non-occupational illness or injury to the employee. Seniority shall be broken after twenty-four (24) months off the job as a result of an occupational illness or injury sustained while working and determined by the state to be covered by the Industrial Insurance Laws of the State of Washington.
 2. In the event of a lay-off, the last employee hired shall be the first laid off, and the last employee laid off shall be first rehired. For layoffs anticipated to be longer than forty-eight (48) hours in duration, Employees shall be given five (5) days' notice of any layoff. Laid off employees shall be given five (5) days to report when receiving a notice of recall.
 3. A list of employees arranged in the order of their seniority shall be posted in a conspicuous place at their place of employment.
 4. Whenever the term "qualified" is used, it shall be construed to mean holding the proper licensing to drive the equipment required.
- B. Extra employees shall not be employed to deprive regular employees of Saturday overtime.

ARTICLE 7: TIME SHEETS AND CLOCKS

- A. A daily time record shall be maintained by the District at its place of business.
- B. The District shall have time clocks when requested by the Union.

ARTICLE 8: INSPECTIONS - BULLETIN BOARD

- A. Authorized agents of the Union shall have access to the District's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the District's working schedule.
- B. The Union shall have the right, when it deems there is a violation of this Agreement, to check the General Teamsters Local Union No. 174 bargaining unit payroll records in regards to wages, pension, health and welfare or any other cost or fringe items, including overtime pay.
- C. The District agrees to provide suitable space for the Union to use as a Bulletin Board; postings by the Union on such boards are to be confined to official business of the Union.

ARTICLE 9: UNIT WORK PRESERVATION

- A. The work of Local No. 174's bargaining unit must be performed only by employees belonging to said unit.
- B. All loading and unloading of trucks or any similar equipment by any mechanical devices, or hand trucks or without mechanical devices shall be done by members of General Teamsters Local Union No. 174 bargaining unit only.
- C. The District must not make unilateral changes in wages, hours, or other terms and conditions of employment of unit employees, without prior good-faith consultation and bargaining with the Union, concerning the effects of such changes.
- D. If any of the provisions in this Article are violated the Union may, without liability, therefore, implement any lawful persuasion deemed expedient, commensurable with the Settlement of Disputes provisions of this Agreement. In the alternative, the District may elect to compensate the affected 174 bargaining unit member(s), working in the aggrieved unit four hours at the rate of time and one half for any such violation or actual time worked, whichever is greater.

ARTICLE 10: TRANSFER OF RIGHTS

In the event that the District absorbs or merges with another school district, all wages and vacation privileges shall continue and all other benefits under this Agreement shall prevail. The seniority shall be dovetailed with employees of the other district.

ARTICLE 11: APPEARANCE - CLOTHING

- A. Employees covered by this Agreement are required to present an acceptable appearance and attitude to the general public as an essential extension of their job function.

- B. When the District prescribes wearing apparel for employees, the District shall pay for same. It shall bear the Union label.

ARTICLE 12: EMPLOYMENT AGENCY

When the District calls any employment agency for any employee, the charges by the employment agency shall be paid in full by the District.

ARTICLE 13: EQUIPMENT - OVERLOADING-TRAINING

- A. The District shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law.
 - 1. It shall not be a violation of this Agreement, where employees refuse to operate such equipment, unless such refusal is unjustified.
 - 2. Any employee involved in any accident shall immediately report said accident and any physical injury sustained.
- B. The District shall provide adequate equipment in compliance with D.O.T. (Department of Transportation) regulations.
- C. In the event a driver loses his/her driver's license solely for the reason of overloading, the District shall be responsible for all wages lost because of the overload.
- D. During this Collective Bargaining Agreement, the District will provide eight (8) hours of safety-related or other appropriate training including but not limited to proper operation of the dump truck, low boy, chaining, securing load, dispatch duties or other training as determined by the Manager, during the term of each respective school year.

ARTICLE 14: LEAVES

SECTION A: SICK LEAVE

- 1. Regular employees shall accumulate eight (8) hours of Sick Leave benefits for every month for which compensation was earned.
- 2. Unused Sick Leave shall accumulate in a bank of no more than one hundred and eighty (180) days.
 - a. Said bank shall be available for future illnesses.
 - b. Sick leave shall be deducted from the employee's bank.
- 3. Accumulated Sick Leave pay shall be payable in fifteen (15) minute increments rate from and including the first (1st) working day of bona fide absences caused by illness, injury, medical disability (including that caused by childbearing), child care to the extent required by law, or an emergency caused by family illness where no reasonable alternative is available to the employee, subject to the provisions of 15-G below.
 - a. The daily total of Sick Leave pays under this Section and disability payments provided by the Health and Welfare Plan under Article 15-B, shall not exceed the daily contract rate.
 - b. Sick Leave is not to be paid for holidays.

- c. A physician's certificate of illness may be required for approval of leave for any illness, injury, medical disability (including childbearing) or childcare if the absence exceeds three (3) workdays.

4. SICK LEAVE BUY BACK

- a. At the time of separation from District employment due to retirement or death, an eligible employee or the employee's estate shall be entitled, upon written request to the District's Payroll Services, to compensation for all unused Sick Leave up to one hundred eighty (180) days the maximum allowed by law at the ratio of 4:1 at the employee's straight-time hourly rate.
- b. Alternatively, if/when the District offers VEBA III or other qualifying program; an eligible employee may elect non-monetary remuneration at the same rate, in the form of post-retirement medical benefits.
- c. On or before January 15 of each year, employees may elect to be compensated at the ratio of 4:1, at their straight-time hourly rate, for Sick Leave accumulated in excess of four hundred and eighty (480) hours which was earned but unused during the previous calendar year.
- d. Continuation of the Sick Leave Buy Back Program is contingent upon maintenance of the authorization therefore in RCW 28A.400.210.

5. WELLNESS INCENTIVE PROGRAM

If an employee has accrued one hundred and ninety-two (192) hours of sick leave, such eligible employee may earn one (1) non-accumulative day if they use no more than two (2) sick leave days sixteen (16) hours in a four (4) month period. Periods shall be September to December, January to April and May to August. Employees may earn up to a maximum of three (3) non-accumulative days per year. Non-accumulative days earned through the wellness incentive program shall be used as pre-arranged vacation time or cashed in at the end of the school year at the hourly rate of pay earned by that employee during that school year. Non-accumulative days earned per year shall not accumulate.

SECTION B: INJURY WHILE ON DUTY

- 1. Absence due to an injury incurred on or around School District premises in the course of the employee's employment, or as a direct result of the employee performing his/her duty, shall be compensated as follows:
 - a. State Medical Aid and/or compensation shall be paid upon validation of a claim by the Washington State Department of Labor and Industries and the Seattle School District in accordance with the Industrial Insurance Laws of the State of Washington, provided:
 - 1) The employee shall promptly submit a Worker's Compensation Claim with the assistance of the designated District office; and,
 - 2) The employee provides to the designated District office monthly physician reports verifying continuation of the disability which prevents the employee from performing his/her duties.
 - b. In the instance of an injury described above, an employee shall be entitled to such benefits in accordance with the Industrial Insurance Laws of the State of Washington.
- 2. Employees may elect to utilize earned Annual Leave or Sick Leave, in increments, to

supplement time loss payments to ensure that the employee receives his/her regular net pay.

3. An employee who suffers an injury must report the injury no matter how slight.

SECTION C: BEREAVEMENT LEAVE

1. If an employee covered by this Agreement suffers a death in the immediate family, such employee shall be allowed up to three (3) day's paid Bereavement Leave for each occurrence, regardless of what day the death may occur. Payment shall be made at the straight-time hourly rate for eight (8) or ten (10) hour days, respective of the employee's assigned work week.
2. Immediate family shall be defined as a wife, husband, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, aunt, uncle, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law or anyone who is living with and considered to be part of the family or a long-term, intimate relationship, as defined by state law. Leave eligibility relating to the death of a brother-in-law, sister-in-law, aunt, uncle, son- in-law, daughter-in-law, mother-in-law or father-in-law is based upon the requirement that the employee attends the funeral or equivalent memorial service.
3. If travel outside Washington State or more than 200 miles is required for purposes of attending the funeral services:
 - a. Employees who are assigned to work a Regular Work Week shall be granted up to an additional two (2) days' paid leave.
 - b. Employees who are assigned to work a Flexible Work Week shall be granted up to one (1) additional day's paid leave.
4. Bereavement Leave will be granted only for days immediately following the death and/or days directly linked to a formal observance of the death (e.g., a funeral or memorial service).
5. The employee requesting Bereavement Leave may be required to provide verification, e.g., obituary notice, memorial program or card.
6. Specific Collective Bargaining Agreement interpretation can be discussed with Labor Relations/Human Resources.

SECTION D: JURY DUTY

When any regular employee covered by this Agreement is called upon for jury service in any municipal, county, state, or federal court, he/she shall contact the District and provide a copy of the jury summons. If taken from his/her work for such service, the employee shall serve with no salary deduction, provided that any/all jury fees are surrendered to the District.

SECTION E: HOLIDAYS

1. The following days shall be recognized as holidays:
 - New Year's Day
 - Martin Luther King Day (third Monday in January)
 - President's Day
 - Memorial Day (last Monday in May)
 - Independence Day
 - Labor Day {1st Monday in September}
 - Veterans' Day
 - Thanksgiving Day

- Day after Thanksgiving
 - Christmas Eve Day
 - Christmas Day
 - New Year's Eve Day
2. All regular employees shall be paid eight (8) hours at their straight time pay for all such holidays not worked regardless of which day in the week the holiday should fall upon; provided that:
 - a. Regular and extra employees who work on a recognized holiday shall be paid double time (2X) plus holiday pay.
 - b. No employee shall be called to work on a recognized holiday for less than a full day.
 - c. Employees assigned to work the Flexible Work Week shall receive holiday pay in accordance with the provisions of Article 5, Section A, subsection 2. c., above.
 3. The actual days observed shall be as designated on the calendar adopted by the School Board, provided that Christmas Eve and New Year's Eve holidays shall be granted the work days immediately preceding the designated Christmas and New Year's holidays respectively.

SECTION F: ANNUAL LEAVE

1. Annual Leave will be computed using the entry or anniversary date of employment to count years of service. Entry date will be defined as the first day in a regular position; and, substitute time and part time less than four (4) hours per day will not be included.
 - a. Annual Leave service years are based on the service year from entry date to entry date each year. If an employee who has been in the service of the District leaves for a period of time and returns, his/her years of prior service may be counted toward determining the number of hours per year of his/her Annual Leave.
 - b. All regular employees are entitled to Annual Leave; and, effective September 1, 2008, the amount of earned Annual Leave will appear on each warrant stub in accordance with the following schedule:

0 through 4 years	=	6.66 hours per month or 10 days per year
5 through 8 years	=	11.33 hours per month or 17 days per year
9 through 15 years	=	14.00 hours per month or 22 days per year
16 or more years	=	18.00 hours per month or 27 days per year
 - c. Beginning with four (4) years and one (1) month of service, the decimal will change to arrive at earned Annual Leave at the fifth anniversary. Similar changes in the monthly accumulation of hours are made as eligibility changes according to the annual leave schedule shown above.
 - d. The District may grant unpaid leaves of absence or voluntary days off without pay. Requests must be submitted in writing to the department manager and be approved before any unpaid leave of absence begins. Requests for 10 or fewer days may be approved by the department manager. Requests for more than 10 days may be approved by Human Resources.
 - e. Utilized Annual Leave shall be paid at the employee's straight-time hourly rate, including shift differential.

2. The District will compile an annual leave schedule which will provide necessary staffing, proper consideration for school programs, and conforms as closely as possible to the leaves desired by the employees. It must be emphasized that the school programs are of prime importance.
 - a. Annual Leave requests must be approved by the employee's supervisor.
 - b. No Annual Leave may be taken before earned.
 - c. Annual Leave must be pre-approved in hourly increments. Same day requests will be considered on a case by case basis.
 - d. Annual Leave may not be used on paid holidays.
 - e. Annual Leaves shall be scheduled in accordance with seniority, provided that in the case of employees entitled to more than eighty (80) hours Annual Leave, a maximum of eighty (80) hours shall be scheduled consecutively in accordance with seniority and the remaining earned Annual Leave by mutual agreement between the employee's supervisor and the employee, as follows:
 - 1) Requests for Annual Leave during the months of October through March shall be submitted to the employee's supervisor by September 1 of each year. Once submitted the employee shall be notified within 5 working days whether or not the request leave has been approved. Unusual circumstances may result in an exception.
 - 2) Requests for Annual Leave during the months of April through September shall be submitted to the employee's supervisor by March 1 of each year. Once submitted the employee shall be notified within 5 working days whether or not the request leave has been approved. Unusual circumstances may result in an exception.
 - 3) It may not be possible to grant all employees the leave period they would prefer. Annual Leave may be split, providing it will fit in with the school program.
3. Unused Annual Leave may be accumulated and carried over from year to year, provided that:
 - a. Effective September 1, 1999, Annual Leave accumulation is limited to 240 hours. Any excess hours beyond the 240 hour limit must be used by August 31 of each year or be lost, unless the employee, with the approval of his/her supervisor, has submitted a plan for the approval of the Executive Director of Human Resources by June 16 of that year, which will eliminate such excess hours within two (2) years of the date of submission of the plan.
 - b. Annual Leave hours to a limit of two hundred and forty (240) hours may be cashed out at time of termination. No employee or his/her estate shall receive reimbursement for more than two hundred and forty (240) annual leave hours at time of termination. Any balance over two hundred and forty (240) hours may be applied to scheduled Annual Leave prior to end of employment.
4. The District shall pay premiums for employee's health and welfare and pension benefits, as set forth in Section 15-B for time taken as Annual Leave.

SECTION G: NON-ACCUMULATIVE LEAVE

1. Each regular employee shall be granted one (1) non-accumulative leave day for each year of this Agreement. Each day must be used between September 1 and August 31 of each year or be lost.
2. The scheduling of the Non-Accumulative Leave day shall be by mutual agreement between the District and the employee.

SECTION H: PERSONAL LEAVE

1. Sixteen (16) hours of Personal Leave shall be available to regular employees per year.
 - a. Personal Leave shall be used for hardships or other pressing needs and will be granted in situations which require absence during work hours for purposes of transacting or attending to personal or legal business, or family matters.
 - b. Such days shall not accumulate from year to year.
2. The conditions for granting Personal Leave are as follows:
 - a. The situation must be suddenly precipitated, or must be of such a nature that pre-planning is not possible, or such that pre-planning could not have eliminated the need for the leave; and,
 - b. The situation must be one which is serious and unavoidable and of major importance, not one of mere convenience.
3. The procedures for obtaining Personal Leave are as follows:
 - a. The employee must carefully examine the conditions stated above under which Personal Leave will be granted and determine that they apply to the situation in question.
 - b. The employee must give notice for such leave to his/her supervisor as far in advance as possible.
 - c. Prior to, or on return from leave, the employee must obtain, complete, and submit to his/her immediate supervisor the appropriate leave report form for his/her signature and administrative processing.

SECTION I: SHARE LEAVE

The District agrees to maintain a leave sharing plan that conforms to state law. That plan includes the use of sick leave and annual leave. The District agrees the employee shall choose what type of leave to share to the extent permitted by law and described in the Districts leave sharing plan.

SECTION J: MILITARY LEAVE

The District will comply with Federal and State statutes.

SECTION K: FAMILY AND MEDICAL LEAVE ACT (FMLA)

The District will comply with current Federal and State statutes.

SECTION L: SNOW DAYS

1. In the event schools close and the Stanford Center remains open, drivers will be expected to report to work as scheduled. If they cannot report, they may use a personal day or a sick day. When snow has closed schools and drivers have no work to perform the district will attempt to notify drivers, when possible, that they do not need to report to work.

2. In the event both the schools and the Stanford Center are closed due to weather, or the drivers are notified to stay home, drivers will be compensated their regular guarantee (8 hours) for a snow day regardless of assigned department (Maintenance or Distribution Services.)

ARTICLE 15: WAGES AND EMPLOYEE BENEFITS

SECTION A: WAGES

1. The 2020-2021 Salary Schedule shall be increased by 2% retroactive to September 1, 2020.
2. During the 2020-2021 school year, the bargaining unit members compensation shall also include a 1% bonus retroactive to September 1, 2020, but will not be included in the Salary Schedule.
3. General Foreperson/Dispatch: Wherever they are members of the Union, they shall remain members of the Union, and shall be covered by the fringe benefits provided for in this Agreement, and all conditions under the Agreement shall prevail. At all times, they shall receive two dollars (\$2.00) over the truck drivers' scale of wages. The per hour differential shall not be included in the supplemental compensation calculations set forth under Item 2, above. Seniority to be common with No. 174 Bargaining Unit. Vacancies shall be filled through a selection process taking into account merit and ability, as judged by a three-member panel who has no direct supervision responsibilities with the warehouse, maintenance or BEX management team. Seniority shall be given equal weight along with the recommendation of the Materials Manager, or designee during this selection process. When the General Foreperson/Dispatch is scheduled to be absent for one week or more, another bargaining unit employee shall be assigned this additional duty and shall receive appropriate premium pay per hour for such work as equivalent to the General Foreperson/Dispatch.
 - a. It is agreed and understood that the General Foreperson position shall continue to perform the same duties and maintain their class A Commercial Driver's License in the same manner as the General Foreperson/Dispatch.
4. All regular employees shall be guaranteed a full week's work.
5. Holiday, Annual Leave and overtime pay shall include shift premium.
6. No employee who, prior to the date of this Agreement, was receiving more than the rate of wages designated in this Agreement for the class of work in which he/she is engaged, shall suffer a reduction in the rate of wages from the application of this Agreement.
7. **PAY PERIODS**
 - a. Each regular employee shall receive his/her salary in even installments throughout the year beginning on the first duty-day in October.
 - b. Each extra employee shall receive compensation for hours worked during the preceding time reporting period, on the first District workday of each month.
 - c. Direct deposit shall be mandatory for all employees, except in unusual circumstances when the District approves otherwise.
 - d. Employees will exclusively receive email pay statements, sent to the employee's District email address, utilizing the District's network firewalls, for better security

and privacy. Employees can access email from any internet connected device through the MySPS portal and pay statements can be easily downloaded.

8. OVERPAYMENT RETRIEVAL: Salary overpayments due to error shall be repaid pro rata to the District from remaining installments in the fiscal year, with consideration for hardship cases.

SECTION B: BENEFITS

1. Group insurance will be provided through the School Employees Benefits Board Effective January 1, 2020.
2. Consistent with the School Employees Benefits Board (SEBB) Program, eligibility for District-paid benefits will be determined by the District prior to every school year based on the District's anticipation that the employee will work at least 630 compensated hours per school year.
3. The Union shall have the right to designate one representative to any District constituted Group Insurance Review committee, to the extent that such a committee is established.
4. WASHINGTON STATE PUBLIC EMPLOYEES' RETIREMENT SYSTEM: The District will contribute to the Washington State Public Employees' Retirement System or School Employees' Retirement System (PERS/SERS), as appropriate the amount required by law from the School District and will deduct from eligible employee's pay and remit to the PERS/SERS the amount legally required as the employee contribution.

ARTICLE 16: PERFORMANCE EVALUATION

- A. Performance evaluations will be conducted as follows:
 1. All employees will receive a performance evaluation per established past practice. The intent of this section is to recognize and improve employee performance.
 2. All new hires will receive performance expectations at the start of their probationary period. It is expected that each probationary employee shall be evaluated at least once prior to a successful completion of the probationary period.
 3. The Warehouse Manager and/or designee will be responsible for completing the Evaluations and will seek input from designee.
 4. The creation of an evaluation tool and process will be jointly developed by the Union and District by February 1, 2019 with the following evaluation categories:
 - Job Knowledge
 - Human Relations
 - Communication
 - Adaptability
 - Dependability/Job Attitude
 - Quality of Work

ARTICLE 17: DISCIPLINE AND DISCHARGE

- A. Warnings, suspensions or discharges not in accordance with the provisions of this Article are null and void.
- B. No employee(s) shall be warned or suffer suspension or discharge except for just cause and in strict accord with the provisions of this Article and such must be in writing and dated.
- C. As a condition precedent to any suspensions or discharges, the District must have given the employee a written warning notice wherein facts forming the grounds of District dissatisfaction are clearly set forth. The facts therein set forth must be of the same type as those upon which the suspension or discharge is founded. Warnings, suspensions or discharges must be given by registered or certified mail or personally with a written acknowledged receipt.
- D. Copies of all warning notices, suspensions or discharges shall immediately be forwarded to the Union. All warning letters shall be considered as grieved but held in abeyance until such time as further disciplinary action is warranted. In the event additional disciplinary action is contemplated, should the warning letter on which such action is based be determined to be lacking in merit, the additional contemplated disciplinary action would then be reduced to the appropriate disciplinary action consistent with Band C (above).
- E. Warning notices not given and suspensions and discharges, except as hereinafter provided, not executed within fifteen (15) working days of any given incident are null and void. Warning notices given within fifteen (15) working days of any given incident shall be null and void and incompetent evidence under the provisions of this Agreement after nine (9) months. However, such notice(s) may be retained by the district and used as evidence of a pattern of misconduct and/or evidence of notice, if of a similar nature or offense.
- F. EXCEPTION: Warning notices are not necessary for grounds such as dishonesty, recklessness, carrying unauthorized passengers while operating District vehicles, possession, sale or use of dangerous drugs or narcotics, drinking related to employment, or loss of valid driver's license. Such discharges or suspensions must be executed within fifteen (15) working days of the occurrence of the incident forming the grounds. However, if the District's knowledge of the incident is not immediate, a discharge or suspension founded thereon must be executed within fifteen (15) working days of the time the District acquires knowledge of same, but in no event more than sixty (60) days following the incident, except for dishonesty, trafficking narcotics, sexual misconduct, misconduct involving a minor, assault, severe racial harassment or other gross misconduct similar in magnitude. Circumscription of Dishonesty is stealing time, materials, money or equipment.

The District shall not terminate an individual under the terms and conditions of this Article without first investigating the alleged misconduct and allowing the employee and representative to respond to the allegation. The District may place an employee on Administrative Leave during the investigation. Administrative Leave is not discipline and shall be without loss of pay or fringe benefits.
- G. Discharges or suspensions under the foregoing exceptions must not be founded on evidence secured directly or indirectly through entrapment.
- H. Any employee(s) has the right to request an investigation, by the Union, of any warning notice, suspension or discharge provided such request is made within ten (10) working days of receipt of same, otherwise the right to request an investigation is waived. The day of receipt of warning notice, suspension or discharge shall be excluded in figuring time.

- I. Grievances arising as a result of any such investigation shall be settled in accordance with provisions of the Settlement of Grievances Article 18.

ARTICLE 18: SETTLEMENT OF GRIEVANCES

SECTION A: PROVISIONS

1. The right to process and settle grievances is wholly, to the exclusion of any other means available, dependent upon the provisions of this Article. The Union and District agree to act promptly and fairly in all grievances.
2. The existing wage structures are not to be subjected to the provisions of this Article for determination or alteration.
3. The Union shall not be required to press employee grievances, if, in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decisions of Boards and Arbitrators, the Union shall be the exclusive representative of the employee(s) covered.
4. Employees, whether Union Members or not, shall have no independent unilateral privilege or right to invoke grievance procedures or to complain against the Union for failing or refusing to do so unless the Union is guilty of arbitrary or wrongful conduct and/or bad faith in its responsibilities of fair representation.
5. The processing, disposition and/or settlement by and between the Union and the District of any grievance or other matter shall, except as in the preceding paragraph provided, be absolute and final and binding on the Union and its members, the employee(s) involved and the District. Likewise, as to hearings and the final decisions of a Board or Arbitrator.
6. A Board or Arbitrator shall have no power to add to or subtract from or to disregard, modify or otherwise alter any terms of this or any other agreement(s) between the Union and the District or to negotiate new agreements.
 - a. Board and/or Arbitrator powers are limited to interpretations of and a decision concerning appropriate application of the terms of this Agreement or other existing pertinent agreement(s), if any.
 - b. Board and Arbitrator decisions shall be subject to provisions of applicable existing laws, including court decisions, and executive or administrative orders and/or regulations.
 - c. Executive or administrative policies shall also prevail unless in conflict with this Agreement.
7. Failure to abide the final decision of a Board or Arbitrator shall be a violation of this Agreement. The Union or the District may, if deemed expedient, seek court enforcement of any final decisions of a Board or Arbitrator.

SECTION B: PROCEDURES

1. Step One:
Should a matter coming to the knowledge of the Union or the District give rise to a grievance, such shall be submitted to the Union by the District, or to the District by the Union in writing within ten (10) working days of the incident. Thereafter, the Union and the District shall diligently seek to reach a fair informal settlement.

2. Step Two:

If the grievance has not been resolved to the Union's or employee's satisfaction after the Step One grievance hearing the Union may submit the grievance to the Department of Labor Relations with a request for a Board of Adjustment hearing within ten (10) working days of receipt of the Step One grievance response.

- a. Within twenty (20) working days of this submission, or as soon as administratively possible, and request the Board shall be created.
 - 1) Such shall consist of two (2) appointees by the Union and two (2) by the District.
 - 2) The Board shall have, except as herein otherwise provided, jurisdiction for the duration of the Grievance.
 - 3) Compensation, costs, fees or other remuneration, if any, for Board members must be derived solely from the appointing party.
 - 4) Board members, by acceptance of their appointments, agree to the provisions of this Article.
- b. The Board must schedule a hearing as soon as administratively possible.
 - 1) The hearing shall not be public.
 - 2) The Union and the District may be represented as desired and each may have a reporter, if desired.
- c. The Union and the District shall each have the privilege of making an opening statement; such may be oral or written and may be made by Board members.
 - 1) The Union and the District must be accorded a fair and reasonable opportunity to be heard, present evidence, both documentary, including affidavits, and oral by Board members or others and also afforded liberal examination and cross-examination privileges in order to fully and accurately develop the facts.
 - 2) The District shall, when requested by a Board member and when practicable, make employees available as witness without loss of pay. Witnesses shall be free of restraint, interference, coercion, discrimination or reprisal.
 - 3) The Board may, from time to time, by majority vote, provide reasonable continuances and postponements of the hearing(s) as deemed appropriate.
- d. If the Board is able to reach a majority decision it shall within ten (10) working days of termination of the hearing(s) render a final written decision.
 - 1) Such shall be dated and subscribed by all concurring Board members and a notation made of the dissenter, if any.
 - 2) The decision shall contain orderly and concise Findings of Fact.
 - 3) Copies, in duplicate, of all final decisions shall be forthwith forwarded to the Union and the District, and the original shall be delivered to the Union for filing and preservation.
- e. In the event of death or other disqualification or unavailability of a member of the

Board of Adjustment, a replacement may be made consistent with initial appointment provisions.

3. Step Three:

In the event the Board is unable to reach a majority decision, either party may submit the issue to King County Dispute Resolution Program who will attempt a settlement through mediation.

If within Ten (10) working days of termination of the mediation hearing(s) provided in Step Two above, either party shall have the right to arbitrate the issue.

Selection Process: The representatives for the parties will select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon a third party to serve as an arbitrator, then the arbitrator will be selected from a panel of eleven (11) names furnished by Public Employment Relations Commission (PERC) or Federal Mediation and Conciliation Services (FMCS). The arbitrator will be selected from the list by both the District representative and the Union representative each alternately striking a name from the list until only one name remains. Both parties will participate in a coin toss to determine who goes first for the arbitrator strike process. The remaining name will serve as arbitrator. The arbitrator's decision will be final and binding upon all parties to the dispute.

When an Arbitrator is selected, the hearing shall be scheduled as early as scheduling allows.

- a. The hearing shall not be public.
- b. The Arbitrator shall afford the Union and the District liberal rights to present evidence, exhibitory, documentary (including affidavits) and by witnesses, and to examine and cross-examine witnesses.
- c. The Union and the District may be represented as individually desired and each may have a reporter with or without a recorder.
- d. Upon the Arbitrator's or Union's request or District's desire, and when practicable, the District shall make employees available as witnesses. All employee witnesses shall be free of restraint, interference, coercion, discrimination or reprisal and, in wages, shall be kept whole.
- e. The Arbitrator's jurisdiction shall endure to final decision, except as herein otherwise provided.

4. Step Four:

At the conclusion of the hearing(s) an oral decision may be rendered.

- a. Within a reasonable time period not to exceed ninety (90) days of the termination of the hearing(s) the Arbitrator shall render his/her final typewritten decision which shall be dated and which shall include orderly and concise Findings of Fact. Copies of the final decision shall, in duplicate, be furnished the Union and the District and the original shall be delivered to the Union for filing and preservation.
- b. The Arbitrator shall have power to and may, from time to time, provide reasonable continuances and postponements of the hearing(s) as deemed appropriate or as agreed by the Union and the District.

5. Fee for Arbitrator shall be shared equally by the Union and the District.

6. In the event of death or other disqualification or unavailability of the Arbitrator a replacement may be made consistent with initial Arbitrator appointment provisions and, in such event, no fee shall be due the displaced Arbitrator.
7. Arbitrators agree, by accepting the position of Arbitrator, to abide and be bound by the provisions of this Article.

ARTICLE 19: PROBLEM RESOLUTION

The District and the Union recognize that it is in their best interest to develop good on-going working relationships, a collaborative problem-solving mechanism and a collaborative way to deal with problems as they arise. Therefore, the parties agree to meet and discuss subjects of respective and/or mutual interest. All or any subjects of discussion shall be deemed of interest worthy of pursuit.

ARTICLE 20: NATIONAL EMERGENCIES

- A. In the event of war, declaration of emergency, imposition of civilian wage controls by the U.S. Government during the life of this Agreement, either party may reopen the same upon thirty (30) days' written notice and request renegotiation of matters dealing with wages and hours.
- B. If governmental approval of revisions should become necessary, and parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law so as to permit economic action at the expiration thereof.
- C. Infectious Diseases: The parties acknowledge an increasing likelihood of exposure to diseases for which there is no known cure or vaccine, or for which no cure or vaccine has been widely distributed.
 1. In accordance with recommendations from the appropriate agency or agencies, the Employer will provide personal protective equipment (PPE) to all employees, when appropriate. No employee will be required to engage in work without the necessary PPE.
 2. The Employer will take all steps to sanitize work areas, when appropriate.
 3. When appropriate, each employee who operates a truck or other equipment that leaves the Employer's facility will be provided with necessary supplies to clean and sanitize their equipment as necessary throughout the workday.

ARTICLE 21: SAVINGS CLAUSE

Should any Article or provision of this Agreement or Letter(s) of Understanding be rendered invalid or compliance therewith restrained, the application of other Articles or provisions shall not be affected thereby. In such event the parties shall enter into immediate negotiations seeking a mutually satisfactory replacement.

ARTICLE 22: NO STRIKES AND LOCKOUTS

- A. The Union agrees not to cause any strikes or stoppages of work, and the District agrees

not to engage in any lockouts during the life of this Agreement.

- B. Any action of the employees leaving jobs for their own protection in cases of a strike by some other Union directly working on the job, and if such strike is sanctioned and approved by the Joint Council of Teamsters No. 28 having jurisdiction, or by the General Teamsters Local Union No. 174, shall not constitute a violation of this Agreement.

ARTICLE 23: DURATION AND RENEWAL

- A. Duration and Renewal: This Agreement is effective when signed by both parties, and shall remain in effect through August 31, 2021.
- B. Should either party desire to change, modify or terminate this Agreement at the end of August 31, 2021, written notice shall be given at least sixty (60) days prior to that date.

ARTICLE 24: PENSION

- A. Effective October 1, 2020 based on September 1, 2020 hours compensated, the District will contribute into the Western Conference of Teamsters Pension Plan for each employee covered by this Agreement the sum of two dollars and fourteen cents (\$ 2.14) for each hour for which compensation is paid. Such contributions shall be diverted from the employee's wages by the District and sent to the Western Conference of Teamsters Pension Plan per Article 25.

<u>Effective Date</u>	<u>Basic Contribution Rate</u>	<u>Total Contribution Rate</u>
10/1/2020	\$2.14	\$2.14

- B. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of the month. If the District fails to make monetary contributions as required, such shall be a breach of this Agreement.
- C. The District agrees to abide by the rules established by the Trustees of said Trust Fund to facilitate the accurate determination of hours for which contributions are due, prompt and orderly collection, and accurate reporting and recording of amounts paid.
- D. The bargaining unit may by majority vote of its members stipulate additional contributions as outlined in Subsection A above by July 31 of each contract year. Such diversion would be from the employee's annual increase.

ARTICLE 25: UNION BUSINESS

- A. The employer may grant a leave for one (1) employee at a time to serve on Union Business, pursuant to Union instructions without discrimination or loss of seniority. Such leave shall not exceed thirty (30) working days.
- B. An employee elected or appointed to perform full-time Union duties in excess of thirty (30) days shall retain and continue to accumulate seniority for the period of time necessary to fulfill such full-time duties, with maximum of two (2) years. Such leave is limited to one employee at any one time.
- C. The Employer recognizes the Union's right to appoint Shop Stewards. Shop Stewards may pass out or post official Union bulletins and deliver routine oral instructions. Business Agents shall have authority over Shop Stewards.

- D. Shop Stewards may, without loss of pay or benefits, expend reasonable periods of time attending Labor Management Committee Meetings, Contract negotiating sessions, investigating and alerting the Employer and Employees of probable violations and grievances. The Union may, upon written application, no less than forty-eight (48) hours in advance, request unpaid leave, for Union business purposes, for the Shop Steward. The Employer agrees to not arbitrarily deny such requests.
- E. Unless specifically waived by the employee, shop stewards shall be present at all investigatory and disciplinary meetings.
- F. It shall be the responsibility of the District to notify the Steward of any and all Labor Management Committee meetings.
- G. Management and the Union Representative will meet quarterly to discuss areas of interest and/or concerns. The team will meet the first Wednesday of October, January, April and July. The committee will consist of members of Local 174 as well as Maintenance, Labor Relations, and Finance representatives as needed.
- H. The General Foreperson/Dispatcher for the Bargaining Unit represented by the Union shall be included in the Maintenance Department's Foreman/Management Meetings.

APPENDIX A: SALARY SCHEDULE

General Teamsters Local #174
 TRUCK DRIVERS - 260 Day
 2020-21 SALARY SCHEDULE Effective 9/1/2020

(TD1)

Classification	Group	Annual	Monthly	Hourly
Truck Driver:	005	\$ 77,521.60	\$ 6,460.13	\$ 37.27
General Foreperson (Dispatch)	006	\$ 85,300.80	\$ 7,108.40	\$ 41.01
Truck Driver Step Placement at Entry: 0-6 Months experience with District**	002	\$ 62,025.60	\$ 5,168.80	\$ 29.82
6-12 Months experience with District***	003	\$ 69,804.80	\$ 5,817.07	\$ 33.56

General Foreperson (Dispatch) shall be paid 10% higher than the highest employee supervised

** Truck Driver Hourly rate of pay times 80%

*** Truck Driver Hourly rate of pay times 90%

2020-2021 Truck Drivers Salary Schedule with a 2% negotiated increase effective 9/1/2020

APPENDIX B: SUBSTANCE ABUSE POLICY

The Seattle School District No. 1 (the "District") seeks to minimize safety related on-the-job accidents by employees and visitors through a District-wide substance abuse policy. This means that anyone on the premises of any District facility or operating equipment owned or leased by the District regardless of location is expected to be free of any mood-altering substance, whether legal or illegal, that can negatively affect job performance or risk the health and safety of employee or the general community.

It is the firm position of the District that alcoholic beverages or other drugs are not to be brought on the District property nor consumed there at any time, except as prescribed in writing by a licensed physician. The sale, purchase, transfer, use or possession of alcoholic beverages or non-prescription drugs on District property is prohibited. Violators are subject to disciplinary action to include summary discharge and appropriate law enforcement officials will be notified when deemed appropriate by the District.

The District recognizes that the use/abuse of controlled substances may lead to chemical dependency and/or affect an employee's job performance. Therefore, the District offers confidential assessment and referral services through its Employee Assistance Program (EAP). It is the intent of this policy to encourage and support employee recovery from substance abuse. However, employees impaired at work risk termination.

ARTICLE 1 TESTING OBJECTIVES

- Section 1. A drug is defined as any substance which may impair mental or motor function, including, but not limited to, illegal drugs, controlled substances, designer drugs, synthetic drugs and look-alike drugs. Alcohol is defined as any beverage containing alcohol.
- Section 2. The use of drugs which are lawfully obtained and properly used shall be permitted provided their use does not interfere with the individual's proper and safe work performance.
- Section 3. The District will be responsible for all costs incurred for testing and evaluation required by this policy. Employees shall be compensated at the appropriate hourly rate for all time spent for testing and evaluation done at the District's request.
- Section 4. The District will provide training of no less than two (2) hours duration by an entity agreed to by the Union of its supervisors in problems of substance abuse and in recognizing the signs and symptoms of drug abuse and an additional one (1) hour of training in recognizing the signs and symptoms of alcohol abuse.

ARTICLE 2 REASONABLE SUSPICION, POST ACCIDENT AND RANDOM TESTING

- Section 1. Reasonable suspicion means suspicion based on specific contemporaneous articulable personal observations that a District representative can describe concerning the appearance, behavior, speech, or breathe odor of the employee. Reasonable suspicion must be documented at or near the time of observation but

not more than twenty-four hours from observation. Observation must be by two supervisors trained in the detection of probable drug use and/or alcohol misuse by observing behavior. If observation by two supervisors is unfeasible, observation must be by two individuals, one of whom is a supervisor trained in the detection of probable drug and/or alcohol misuse by observing behavior. Being in an accident does not, in and of itself, constitute cause for testing. Reasonable suspicion will subject the affected employee to testing for drugs and/or alcohol as outlined in this policy.

- Section 2. Drivers will be subject to post-accident testing without a finding or reasonable suspicion only if the driver is involved in a "reportable accident" as defined in Section 390.5 of the Federal Motor Carrier Safety Regulations and has received a citation for a moving traffic violation in connection with the reportable accident. Urine samples for post- accident drug testing must be obtained within 32 hours of the reportable accident. Alcohol testing must be conducted within 8 hours of the reportable accident. The District shall provide drivers with the necessary post-accident information, procedures and instructions prior to the driver operating a commercial motor vehicle.
- Section 3. Drivers will be subject to random testing only to the extent required by applicable federal regulations. Pursuant to current regulations, the District will randomly test its drivers subject to DOT testing at an annual rate sufficient to equal 50% for drugs/25% for alcohol of its average number of drivers (e.g., 50% rate for drugs; there would be six tests per month for an employer with 144 employees (6 x 12 = 50% of 144). 25% rate for alcohol; there would be three tests per month for an employer with 144 employees (3 x 12 = 25% of 1441). The District may choose a scientifically valid method, such as a random number generator that is matched with driver's Social Security numbers, payroll identification numbers, or other comparable identifying numbers and must retain records regarding the method used and employees selected and must provide that information to the Union upon request. Under the selection process used, each driver shall have an equal chance of being tested each time selections are made. The DOT may from time to time modify the required percentages of employees selected for testing. Any such changes will be re-negotiated prior to inclusion.
- Section 4. The District shall ensure that the driver ceases to perform the safety-sensitive function (on-duty functions as set forth in subsection 395.2) and proceeds to the testing site as soon as possible after notification of selection.
- Section 5. An employee consenting to the testing will be transported to the hospital or laboratory by the District, or at District expense. If alcohol testing on other than a random basis is conducted away from the employee's work site, the employee consenting to testing will be transported by the District, or at District expense, to the location of such testing. After a non-random alcohol test is completed, the employee will be transported to his/her residence, or, if appropriate, back to the work place.
- An employee subjected to random testing shall be paid for all time required for travel to and from testing, and for time at the testing location, regardless of the outcome of the test.
- Section 6. If the test results are negative, the employee will immediately be reinstated in his/her previous position, with full back pay for any time lost for testing or while awaiting test results, based on the employee's regular work schedule and no

further action will be taken.

Section 7. Should the test results be positive for drugs or positive for alcohol at or above the 0.04 BAC level, the employee shall not be permitted to return to safety-sensitive functions until the employee has been evaluated by a Substance Abuse Professional (SAP). If the evaluation recommends treatment that prevents the employee from working, the employee will be suspended without pay, except sick leave and vacation, if available, until the treatment no longer prevents the employee from working and the SAP approves the employee's return. Subsequent reinstatement will be without loss of seniority. Any employee testing positive will be permitted to return to work only if the employee signs the "Agreement for Continuation of Employment", a copy of which is attached to this policy.

The rehabilitation provisions of this Agreement shall only apply to an employee on one (1) occasion. Positive drug tests thereafter shall result in immediate termination.

Section 8. Any employee tested who is found to have an alcohol concentration of 0.02 BAC or greater or less than 0.04 BAC shall not be permitted to perform or continue to perform safety-sensitive functions, until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test or until such employee tests at a level less than 0.02 BAC. An employee who has tested at or above 0.02 BAC but less than 0.04 SAC, and who subsequently tests at or above 0.02 on a second occasion, shall be subject to the same treatment as an employee testing at or above 0.04 SAC.

Section 9. An employee who is prohibited from performing safety-sensitive functions shall be assigned to non-safety-sensitive functions, if possible, until such time as the employee complies with the requirements for return to duty.

Section 10. Under no circumstances will the District or the Union be informed beyond a negative or positive outcome of any testing conducted, unless a grievance is filed, in which case all relevant information regarding the test results, testing methods and chain of custody will be provided to both the Union and the District.

Section 11. Testing is authorized by this section only while the driver is performing, just before the driver is to perform, or just after the driver has ceased performing safety-sensitive functions.

ARTICLE 3 CONSENT AND TRANSPORTATION PROCEDURES

Section 1. The District shall inform the employee that he/she is subject to testing and will state whether the testing is reasonable suspicion, post-accident, or random testing and whether for alcohol and/or drugs.

Section 2. If the testing is for reasonable suspicion, the District shall give the employee a copy of the initial Impaired Behavior Report prepared pursuant to this Article 2, Section 1. The District shall explain that because of the observation of the employee's behavior, it is necessary to verify the employee's physical capability at that point in time.

Section 3. In each and every case, the District shall read the Consent Form to the employee prior to obtaining the employee's signature authorizing the test and release of

positive or negative test results. No changes are to be made on the consent form.

If the testing is based on reasonable suspicion, both the observing witnesses shall complete the Impaired Behavior Report form. The Union representative shall not be required to complete the form. In completing the Impaired Behavior Report form, the witnesses shall be as accurate and detailed as possible, recording their observations of the employee's behavior which led to their decision to require an examination/test. The witnesses shall state what they actually observed, but refrain from making statements about possible causes of the behavior or making judgmental conclusions.

If the employee refuses promptly to take the test or sign a Consent Form, the District shall:

1. Make it clear to the employee that the request to sign the form and take the test is a direct order.
2. Ask the employee if he/she understands the order. If the employee responds that he/she does not understand the order, the supervisor shall explain the order again.
3. Explain to the employee that failure to comply with the order constitutes insubordination which will result in termination.
4. Issue a second direct order to sign the form and take the test.
5. If the employee refuses, inform the employee that he/she will be terminated.

Section 4. The District shall arrange for transportation and, in the case of reasonable suspicion testing, accompany the employee to the collection site. In the case of reasonable suspicion or post-accident testing, the District shall use best efforts to notify the Union that the employee is being transported to the collection site. If the employee requests the presence of a Union representative at the time of the collection or at the time of the request for testing, collection shall be delayed for no more than one hour in order to permit a Union representative to reach the location. The urine will be collected by laboratory personnel. Breath testing will be conducted by a Breath Alcohol Technician (BAT). At the conclusion of the collection, the District shall transport the employee to his/her residence, or, if appropriate, back to the work place.

ARTICLE 4 TYPE OF TEST

Section 1. Drug testing is to be initially conducted by the EMIT test. Alcohol testing shall be by Evidentiary Breath Testing (EBT). If testing for drugs, the split urine sample procedures shall be followed. There shall be no blood testing.

Section 2. Drug testing will be for only those drugs included in the Department of Transportation Drug and Alcohol Testing Programs. All positive EMIT tests will be verified by a GC/MS (gas chromatography, mass spectrometry). Disciplinary action against an employee may be taken only if the GC/MS is positive at a level exceeding the levels in the Federal Department of Transportation Drug and Alcohol Testing Programs (49 CFR Part 40). Any changes in the levels in the federal

procedures will be re-negotiated prior to inclusion.

- Section 3. All positive initial alcohol screen EBT tests will be verified by a second EBT test. Disciplinary action against an employee may be taken only if the second EBT is positive at a level exceeding the levels in the Federal Department of Transportation Drug and Alcohol Testing Programs (49 CFR Part 40). Any changes in the levels in the federal procedures will be re-negotiated prior to inclusion.

ARTICLE 5 TESTING PROCEDURAL SAFEGUARDS

- Section 1. The District shall select a laboratory approved by the Substance Abuse and Mental Health Services Administration (SAMHSA). Testing must follow the DOT procedures for testing and chain of custody. The District and the laboratory will provide quality control procedures and will assure the maximum in confidentiality, provided there shall be no direct observation of urination, except as permitted under DOT regulations. The District will utilize a Medical Review Officer (MRO) as required by the DOT procedures.
- Section 2. In the event of a positive test result, the employee may request that the MRO direct a retest within seventy-two (72) hours (weekends excepted) a sample of his/her urine specimen from the medical facility for the purpose of retesting at a qualified drug testing laboratory. The chain of custody for this split sample shall be maintained between the original testing laboratory and the employee's Designated Qualified Laboratory.
- Section 3. If such second test does not confirm the presence of drug metabolites or alcohol, the MRO shall cancel the test and negative test results shall be reported to the District.
- Section 4. Testing not performed in compliance with this Policy and with applicable DOT/FHWA regulations shall not constitute a valid basis for discipline. An employee shall have the right to use the grievance/arbitration procedure to challenge any aspect of the testing procedures.
- Section 5. Any employee who successfully challenges the positive result shall be reimbursed for reasonable costs associated with challenging the test.
- Section 6. The District reserves the right to require additional safeguards that serve the best interests of the employee or the Program, subject to the mutual agreement of the Union.

ARTICLE 6 HOLD HARMLESS

The District shall indemnify and hold the Union harmless against any and all claims, demands, suits or liabilities that may arise out of the District's application of the Substance Abuse Program.

ARTICLE 7 NEW APPLICANTS

In addition to the above-described testing for probable suspicion, the District will test all job

applicants, who are subject to DOT drug and alcohol testing requirements, prior to hiring them. Such testing will comply with the applicable Department of Transportation procedures (49 CFR 382.301). Upon request; applicants shall be notified of their test results.

ARTICLE 8

The Substance Abuse Program shall be subject to annual review. Any change in the program is subject to mutual agreement of the Union.

ARTICLE 9

The District shall conduct alcohol and drug testing only to the extent required by federal or state statutes, regulations or rules.

APPENDIX B: SUBSTANCE ABUSE POLICY (continued)

AGREEMENT FOR CONTINUATION OF EMPLOYMENT

THIS AGREEMENT is entered into by and between _____ (the District), _____, Local _____ (the Union), and channels of assistance for employees seeking rehabilitation. However, the Employee seeking rehabilitation must be committed in his/her efforts to remain drug and alcohol free. Therefore, as part of the Employee's commitment to remain free of drug and alcohol use it is understood that the Employee's continuation of employment by the District is based upon and constrained by the following terms:

1. The Employee must submit to evaluation of potential drug or alcohol problems by a recognized and certified Substance Abuse Professional (SAP), as defined in 382.107, selected from the attached list or agreed to by the Union and District. This evaluation should be completed within one week from the date of this document.
2. The Employee must agree to participate in all rehabilitation treatment recommended by the SAP.
3. The Employee must authorize the SAP to provide a copy of the SAP's recommendations to the District.
4. The Employee may return to driving duties only when the SAP concludes that the Employee is in compliance with the SAP's treatment recommendations, if any, and the Employee has tested negative for alcohol and/or drugs, as required by the SAP.
5. The SAP must agree to closely monitor the Employee's attendance at all required sessions. Failure of the Employee to adhere to the program for treatment recommended by the SAP will subject the Employee to disciplinary action by the District, up to and including discharge.
6. The Employee, the District and the Union mutually agree that the Employee's continuation of employment for the next twelve (12) months or during the term of any recommended treatment should it extend beyond twelve (12) months, is contingent upon his/her satisfactorily meeting all of the terms outlined in this agreement, and that failure to do so may subject the Employee to immediate termination of employment with the District.
7. During the twelve (12) month period or such period of rehabilitation treatment as outlined by the SAP, should it be longer, the District will test the Employee for alcohol and drug use on a random basis if the SAP determines such testing is necessary for that particular driver. Such random tests shall not exceed six (6) such random tests during this period. However, such random tests are in addition to any tests that may be necessitated on a for cause basis as defined in the District's Substance Abuse Program or any such random tests performed by the treatment center as part of their program to monitor compliance with their treatment program. The Employee will be subject to disciplinary action up to and including discharge if he/she refused to submit to testing or if the Employee tests positive for drugs or alcohol during this time period.
8. If the employee successfully completes treatment and has no positive drug tests within twelve (12) months, the initial positive test shall not be used in any future discipline or personnel action unless it relates to substance abuse.

At the District's discretion, in lieu of discipline and/or termination, the Employee

understands that if he/she does not meet the above terms of this Condition, the District may require the Employee to submit to in-patient care for rehabilitation and to agree to a renewal of this Agreement for an additional twelve (12) month period thereafter.

This Agreement is voluntarily entered into by all parties and in consideration for continuation of employment, the above conditions are hereby agreed to.

Dated this _____ day of _____, 20____.

FOR THE DISTRICT

BY: _____

FOR THE UNION

BY: _____

THE EMPLOYEE

BY: _____

APPENDIX B: SUBSTANCE ABUSE POLICY (continued)

IMPAIRED BEHAVIOR REPORT FORM

When requesting a Performance Impairment Exam, the District representative must complete this form and attach it to the "Consent Form." Please describe the behavior or reported behavior that causes you to suspect _____ is impaired by alcohol and/or drugs. (Circle appropriate)

Speech:

Dexterity:

Standing/Walking:

Judgement/Decision Making:

Appearance (eyes, clothing, etc.):

Supervisor: _____ Date: _____

Witness: _____ Time: _____

APPENDIX B: SUBSTANCE ABUSE POLICY (continued)

SUBSTANCE ABUSE DATA SHEET

<u>Drug Name</u>	<u>Screen Levels</u>	<u>Confirmation Levels</u>
Amphetamines		
Amphetamine	1000 ng/ml	500 ng/ml
Methamphetamine	1000 ng/ml	500 ng/ml
Cannabinoids	50 ng/ml	15 ng/ml
Cocaine Metabolite		
Benzoylcegonine	300 ng/ml	150 ng/ml
Opiates		
Codeine	2000 ng/ml	2000 ng/ml
Morphine	2000 ng/ml	2000 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Alcohol	.02 BAG	.04BAC

MEMORANDUM OF UNDERSTANDING

By and Between

Seattle School District #1

And

Teamsters Local 174

MOU: Concerning Traffic Cameras

In the event an employee receives a traffic citation due to a traffic camera, while in a District vehicle, the District shall provide the employee with a copy of the ticket within seven (7) days of the date the District received the citation. Failure by the District to provide timely notification shall absolve the employee of any responsibility to pay for such citation. If presented in a timely manner, the employee shall notify their supervisor of their intent to either pay the ticket and provide proof of payment or contest the ticket in court and provide the supervisor with their hearing date and at the conclusion of the hearing, the outcome; providing proof of payment for the citation or proof of exoneration. In no event shall the employee be sent to collection by the District. Should the employee fail to discharge their responsibility concerning the citation, the District may, at their discretion, initiate disciplinary action against the employee.