

IUOE Local 280 Counter #2 to Pasco School District Proposal 06/15/2021

Iuoe Local 280 reserves the right to change, alter, amend or make new proposals during the course of these negotiations.

Section 6.3.4: Bidding of Routes (Also refer to Appendix A) T/A 6/15/2021

At the beginning of the school year, drivers will be given basic routes (A.M. & P.M.) as designed during the summer (excluding those runs or routes that do not constitute permanent part(s) of the basic routes, i.e., tutorial stops pertaining to migrant influx, drama/art, etc.). Midday routes will be assigned by seniority and as close to driver's previous year's school assignment as possible. Drivers will be compensated at their contracted time as of the end of the previous school year as a minimum for the month of September, and any additional drive time over that contracted time. If there are less middays than the previous year, drivers who will not be assigned middays will be given the option to:

1. continue to be paid for the midday hours as of the previous October bidding, provided that they perform duties associated to the transportation department for those hours as assigned; or
2. deduct the hours and generate a new via Personnel Action Form until bidding.

Employees on long term leaves of absence (more than sixty (60) work days) that have not been fully released to return to work shall not be eligible to bid. However, a driver on leave shall maintain their previous contract time (not route) until such return. Upon return they will be assigned a position and be paid their prior contracted hours or new hours whichever is greater. They shall be eligible to bid the next bid cycle or any posted vacancies.

Vacancies will be filled as described below:

- A. All (bus /van) Routes will be bid prior to the month of October with the changing of routes to occur on October 1. Bid routes will be available for viewing two (2) working days prior to bid date. Any routes not selected shall be considered a position vacancy and handled in accordance with Article 6, Section 6.3.4 {B} {1,2,3}.
- B. All Driving Position vacancies (including new positions), including A.M./ P.M. combination routes, mid-day routes bid separately, will be filled by the following method, and will be posted for three (3) working days. Prior to posting the permanent route assignment a substitute driver shall be assigned. When a substitute has driven the route for five (5) work days they shall remain on the route until the opening is filled.

1. For resignations, retirements, or approved leaves of absences, long term medical which are in excess of sixty (60) calendar days, the opening will be posted and made available to the next most senior driver or drivers until the opening is filled. This shall be considered the first move.
2. The vacancy created by the step above will be repeated four (4) times and the sixth (6th) vacancy shall be filled by a substitute for the remainder of the school year and until the next annual bidding of routes. **If the number of routes required to meet student transportation needs exceeds the number of employed drivers, the District may directly hire an external applicant to fill the sixth (6th) vacancy.**
3. Any time a vacant route becomes available, if a driver chooses to move up, down, or laterally in hours, that move shall be considered one of the above steps.
4. Upon the drivers return to work after sixty (60) days they shall be guaranteed their contracted hours but not necessarily the same route.

C. Timelines:

1. All openings will be filled by the above method during the school year. During the time between the actual vacancy, and the filling of the position, the vacancy will be filled with a substitute. Once a substitute is assigned to a route for longer than five work days they shall remain on the route until a permanent change has been made.

Section 6.3.8. Adding Students: During the school year if students are added to existing routes on a permanent basis (~~30 days~~ 15 calendar work days or more), and that addition changes the contracted hours for the route the District shall modify the drivers contract to include said time. If the change is for less than thirty (30) ~~sixty (60)~~ days the time shall be considered extra time.

T/A 6/15/2021

Section 6.4.1.

Current contract language

T/A 6/15/2021

Section 6.4.7: Trip Eligibility T/A 6/15/2021

After a trip has been assigned to a driver, if the driver declines the trip assignment for any reason other than a jury duty assignment, [bereavement leave for an immediate family member \(see Section 10.2.1\)](#), or a work-related issue, the driver will not be eligible to take any trips for the remainder of the day and the following five days on which trips are posted. If, after a trip has been assigned to a driver, the driver declines the trip assignment on three (3) occasions during the school year, the driver will lose their eligibility for trip assignments for the remainder of the school year. It is the responsibility of each driver signing for a trip to verify the assignment and submit the required paperwork. Drivers who are on leave from the district for five (5) consecutive working days or more will not be eligible to sign up for or take extra trips posted during their absence, with the exception of drivers on jury duty. Drivers must work all contracted hours seven (7) days prior to the departure of the trip unless removed from their route by their supervisor or utilizing an approved leave day. Any driver using Leave Without Pay up to seven (7) days prior to a trip will not be eligible to sign up for a trip.

Section 6.4.9. Emergency Trips. T/A 6/15/2021 In the event that a last minute trip is requested that does not allow time for driver notification or posting the District shall declare said trip an emergency trip. The process is as follows;

1. A voluntary emergency sign-up sheet shall be posted at the ~~beginning of each school In-Service~~ ~~each~~ during the two (2) additional days of training to be held immediately before the start of the school year (Reference Section 19.3) ~~year~~.
2. Any driver who turns down two emergency requests shall be removed from the list for the remainder of the school year and the list will be updated throughout the school year.
 - a. If a driver is unable to report to the worksite in time to fulfill the emergency trip request because the travel time is too great, it will not be considered as turning down that trip for the purposes of this Section.

Example: In order to fulfill an emergency trip request, a driver must be able to report to the worksite within fifteen (15) minutes, but it would take the driver thirty (30) minutes of travel time to report to the worksite.

3. Assignments shall be made by seniority. The District will not bypass employees due to overtime occurring on said trip.
4. The list shall be update throughout the school year. removing drivers that turned down two trips.
5. If the number of emergency drivers drops below 15 the list shall be reposted for additional signups.

Section 6.8

For all drivers, in the event of unusual school closure due to inclement weather, plant in-operation or the like, the District will notify drivers by ~~radio announcement~~ **messaging service** that school will be closed. ~~The District will telephone drivers (via telephone tree) who normally report in or leave for work prior to normal radio announcements.~~ If notification is not **made via messaging service, to the contact information on record with the employer, prior to ~~sixty (60) forty-five (45)~~ minutes before the driver's scheduled reporting time on the day of the closure** ~~received~~ and driver reports to work, driver will receive two (2) hours pay. The driver will make up the day when school is rescheduled.

Section 9.1.1: Unworked Holidays T/A 6/15/2021

Eligible contracted employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday and have been in pay status for both the day preceding and the day succeeding the holiday and are not on leave of absence shall be eligible for pay for such unworked holiday.

An exception to this requirement will occur if:

1. Employees who have exhausted their accrued paid leave can furnish proof to the District that because of illness or on approved absence they were unable to work on either of such shifts, and the absence preceding such holiday, by reason of such illness, has not been longer than thirty (30) regular work days.
2. Employees who are out on paid sick leave or an approved absence that made the employee unable to work on either of such shifts, and the absence previous to such holiday, by reason of paid sick leave, has not been longer than (30) regular work days.

Union Proposal #1 6/10/2021

Section 10.1.2

~~As an attendance incentive, an amount equal to one day's pay shall be automatically added to an employee's paycheck in June of each year provided no more than one (1) sick leave day has been used during the previous year.~~

~~**Attendance Incentive Program:** For each day of sick leave earned in a school year, the employee will receive fifty (\$50.00) dollars for each unused Full day, up to a maximum of five hundred (\$500.00) dollars. Days carried over from year to year do not qualify for incentive payment. If an employee is on a leave of absence status and does not earn sick leave days or uses more sick leave days than he/she earned in a school year, the employee does not qualify to receive the incentive pay in that year. The attendance incentive will be paid no later than August of each year.~~

Section 10.7 -- Union Proposal #1 6/10/21~~current contract language~~

(New) Section 11.4 T/A 6/15/2021

Employees will not receive seniority credit for days containing usage of unpaid leave.

(renumber remainder of Section 11 to accommodate new section)

ARTICLE 13
EMPLOYMENT NOTIFICATION

Section 13.1 T/A 6/15/2021

Notification will be given to all employees, in writing if possible, by the end of the school year whether they will have a position the following school year.

Article 16.7. Longevity Program. All employees covered by this agreement shall be eligible for one and one-half percent (1.5%) increase to their ~~current~~base wage following completion of their fifth (5th) year of employment, an additional three percent (3%) increase after their tenth (10th) year, ~~and an additional~~ four and one-half percent (4.5%) increase after their fifteenth (15th) year of employment and an additional 6% ~~in~~ increase after their 20th year with the District. Longevity increases shall be applied in the month following the anniversary date. Longevity is reflected in Schedule A.

Article 17 Pooling Money

Waiting for Pasco School District response