

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**PASCO SCHOOL DISTRICT NO. 1**

**AND**

**TEAMSTERS LOCAL 839**



**Local 839**

**SEPTEMBER 1, 2021 – AUGUST 31, 2024**

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AGREEMENT

by and between

PASCO SCHOOL DISTRICT No. 1

and

TEAMSTERS LOCAL UNION NO. 839

September 1, 2021 through August 31, 2024

THIS AGREEMENT is by and between THE PASCO SCHOOL DISTRICT NO. 1, hereinafter referred to as the Employer or District, and TEAMSTERS LOCAL UNION NO. 839, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, representing the Employer's school bus drivers.

**ARTICLE 1—RECOGNITION, UNION MEMBERSHIP AND DUES CHECK-OFF**

**1.1 Recognition.** The Employer recognizes the Union as the exclusive collective bargaining representative for “All full-time and regular part-time school Bus Drivers and Driver Trainers employed by the Pasco School District, excluding supervisors, confidential employees, and all other employees.” (DECISION 13425 – PECB) The unit described is an appropriate unit within the meaning of RCW 41.56.060.

**1.2 Union Membership.** The Employer agrees to notify the Union with as much advance notice as reasonably practicable of any new employees hired into the bargaining unit. The Union Business Agent and/or the Shop Stewards, if requested by the Union, will be allowed no less than thirty (30) minutes to meet with new employees to discuss Union membership on the Employer’s time.

**1.3 Union Notification.** Within fourteen (14) days from the date of hiring a new employee, the Employer shall forward to the Union, in writing the following information:

- Name, home address and telephone number of the newly hired employee;
- Date employee was hired;
- Job classification and wage rate of newly hired employee.

**1.4 Dues Check Off.** When authorized by the employee, the Employer shall deduct from the pay of all employees covered by this Agreement the dues, initiation fees, assessments, delinquent dues, and/or delinquent initiation fees of the Union and shall remit to said Union all such deductions monthly. Where laws require written authorization by the employee, the same shall be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

**1.5** The Union will indemnify, defend, and hold the Employer harmless against any claims, suits, order, and/or judgments made against the Employer on account of any action it takes to comply with this

Article. The Union also agrees to refund to the district any amounts paid to it in error on account of this article.

## **ARTICLE 2—UNION RIGHTS**

- 2.1 Shop Stewards.** The Union may have a shop steward or stewards, who shall be a regular employee and shall perform his/her regular duties as such but shall be the Union representative on the job. The shop steward shall not be discriminated against for their actions as Union representatives. The function of the shop steward shall be to report to the Union Representative, meet with the employer and employees to investigate and resolve grievances, attend Labor/Management, Safety Committee, and any other meetings with the Employer that the Union deems necessary. The accredited Union Representative shall be the only one to take up with the Employer or his representative any violation of this Agreement that reaches Step 2 of the grievance procedure. Under no circumstances shall there be any interference with the orderly processes of the Employer during working hours. All written requests for information necessary for the Shop Stewards to carry out their duties shall be made to the Director of Transportation or designee.
- 2.2 Union Investigation/Visitation.** Accredited representatives of the Union shall have access to the Employer's premises during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that provisions of this Agreement are being adhered to provided, however, there is no undue interruption of the Employer's operations. Accredited representatives of the Union shall be permitted to review records in the possession of the Employer that are relevant to any grievance by submitting an information request to the Director of Transportation or Employee Services administrator.
- 2.3 Bulletin Boards.** The Employer shall provide suitable bulletin board space on the Employer's premises.
- 2.4 Discrimination for Union Activity.** No employee shall be discriminated against for upholding Union principles and any employee who works under the instructions of the Union shall not lose her/his job or be discriminated against for this reason. No employee shall suffer a reduction in wages or more favorable working conditions due to the signing of this Agreement.
- 2.5 Discrimination.** Neither the Employer nor the Union will unlawfully discriminate against any employee for reasons prohibited by State or Federal Law. Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.
- 2.6** No driver shall be put on paid administrative leave without first notifying the employee and his/her union representative. Any finding of misconduct or discipline must be related to the specific incident which was the subject of the accident, incident, event, or complaint, and the scope of the investigation shall not proceed beyond the scope of the original accident, incident, or complaint; unless, while viewing the audio/video related to the accident, incident, event, or complaint, the district witnesses an event that on its own merit would lead to a separate investigation This could

include, but not be limited to, district policy violations, and/or any other violations that could potentially lead to separate discipline.

**2.7 Labor-Management Committee.** The Labor - Management Committee is designed to allow the parties to meet at mutually scheduled times to discuss appropriate matters that do not require negotiations. The Teamsters Labor Management Committee shall consist of up to five (5) members chosen by the assigned Business Agent. The five (5) members of the Teamsters Committee will consist of four (4) bargaining unit members and the assigned Business Agent. The District Labor Management Committee shall consist of the Employee Services Administrator or his/her designee, and up to five (5) management representatives chosen by the district. These Labor-Management Committee meetings shall be conducted during workhours.

**2.7.1** The Committee will initially plan to meet on a monthly basis. The Committee shall not be involved with, nor have authority, nor be responsible for, the settlement of processing of individual grievances.

**2.8 DRIVE (DEMOCRAT, REPUBLICAN, INDEPENDENT VOTER EDUCATION)**

**2.8.1** DRIVE. Upon receipt of a signed and voluntary written authorization requesting it to do so, the district agrees to deduct from the employee's pay and forward to the Local Union or stated designee, the amount specified by the employees as a D.R.I.V.E. contribution until such authorization expires or is revoked by the Employee. It will be the Union's obligation to ensure that such authorization, deduction, or payment does not violate any applicable law.

**ARTICLE 3—RIGHTS OF THE EMPLOYER**

**3.1** Subject only to the express limitations stated in this Agreement, or in any other agreement between the employer and the Union, it is agreed that the customary and usual rights, powers, functions, responsibilities, and authority of management are vested in management officials of the district.

Included in these rights in accordance with applicable laws and regulations and this collective bargaining agreement is the right to direct the work force; the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The district shall retain the right to maintain efficiency of the district operation by determining the methods, the means, and the personnel by which such operation is conducted.

**3.2** The right to make rules and regulations shall be considered acknowledged functions of the district. In making rules and regulations relating to personnel policies, procedures, practices, and matters of working conditions, the district shall give due regard and consideration to the rights of the Union and employees and to the obligations imposed by this Agreement. The district shall notify the Union of changes in policies, which apply to bargaining unit employees.

#### **ARTICLE 4—APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

**4.1** It is agreed and understood that matters appropriate for consultation and negotiations are defined in RCW 41.56.030 (4).

**4.2** It is further recognized that this Agreement does not alter the responsibility of either party to meet with the other party to advise, discuss, or consult regarding matters concerning working conditions not covered by this Agreement.

**4.3** There shall be no sub-contracting of to-and-from-school routes unless it is negotiated with the Union.

#### **ARTICLE 5—NO STRIKES, NO LOCKOUTS AND PICKETS**

**5.1** The Employer agrees that as long as this Agreement is in effect there shall be no lockouts.

**5.2** The Union and the employees agree that as long as this Agreement is in effect there shall be no strikes, sit-downs, slow-downs, stoppages of work, boycott or any unlawful acts that interfere with the Employer's operation.

**5.3** It shall not be a violation of this Agreement or cause for discharge for any employee to refuse to cross a primary picket line in the performance of his/her duties which has been approved by the Union.

#### **ARTICLE 6—HOURS OF WORK, BIDDING AND EXTRA TRIPS**

**6.1** The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday. For the purpose of overtime computation, forty (40)-hour week shall consist of all hours worked from Sunday through Saturday.

**6.2** Each contracted employee shall bid a definite and regular route or routes and work shift which shall not be changed without prior notification of employee(s) of ten (10) workdays, except in cases of emergency, when new students are added to the route, and/or when necessary to improve student transportation resulting from student discipline or parental concerns. The ten (10) day notice may be waived by the employee. Employees may request an extension of up to ten (10) additional days by submitting a request in writing to Employee Services. The change will not affect basic bid route times.

**6.3** Routes (bus and van) will be established by the Supervisor of Transportation and will include the total driving time of each route. Route times shall be based on actual time required to perform all regular duties assigned for all routes using the designated timekeeping system.

Daily route times will include: (1) A.M. route time; (2) mid-day route time; (3) P.M. route time; (4) pre-trip and post trip inspection time. Cleaning, lot time, and fueling time will be added to the total of (1), (2), (3), & (4), to establish the minimum total daily route time.

- Fuel time will be applied at ten (10) minutes per day for a total of fifty (50) minutes per week to be added to the contract time. Fueling time will not exceed the contracted time.
- Extra time may be allowed by the Supervisor of Transportation for unusual or emergency situations, not to exceed the additional time actually required through no fault of the driver. If there is one-half (½) hour or less between runs, the driver's time shall continue uninterrupted.
- Pre-and post-trip inspection time will be increased to one hour per day with routes that don't have a mid-day and 1.25 hours per day with routes that have a mid-day. (see note below)
  - AM Pre trip inspection: 20 minutes
  - Mid-Day Pre trip inspection: 10 minutes
  - PM Pre trip inspection: 20 minutes
  - Post trip am/mid/pm 5 minutes each

Note: fuel time is in addition as determined based on if a mid-day is involved per the bullet above.

For the purpose of covering midday and activity routes in the absence of the contracted employee, any driver (contracted or substitute) can be assigned more than (1) midday or activity route in accordance with Article 6, Section 6.3.1.

No A.M. or P.M. run time shall be absorbed into mid-day run time and no mid-day run time shall be absorbed into A.M. or P.M. run time. Additional time worked that is outside the contracted time shall not be absorbed.

The district will implement an electronic timekeeping system. Drivers will clock in and out of the timekeeping system to record extra-duty time outside of their contracted time.

**6.3.1** Those regular employees whose contract time permits, and who sign up will be allowed to perform, or substitute on, any Transportation department work assignment represented by Teamsters according to seniority and eligibility. Substitute work performed by a regular driver will be paid at the regular driver rate of pay.

**6.3.2** The district will provide an employee to wash the outside of the bus. Drivers will be responsible for cleaning the inside of the bus, regular window cleaning, and all pre-trip and post-trip duties, as outlined on the pre/post-trip checklist.

**6.3.3** Routes open for bidding will include:

- A. Regular education A.M. and P.M. runs
- B. Pre-K (mid-day) runs
- C. After school (sports or extracurricular) activities considered as mid-day runs. Drivers who bid on after-school (sports or extracurricular) activity runs will not be allowed to bid on midday runs and vice versa. Midday or activity runs cannot be bid without an A.M. or P.M. run.

- D. Special needs A.M., P.M., and mid-day runs - refers to routes involving transportation of students with a Sec. 504 plan or Individual Education Plan (IEP) to and from school or any educational institution/agency as evaluated by the Special Services Department. New drivers must successfully complete the required training designed for special needs drivers within fourteen (14 days) following the start of the new route and maintain their qualifications while driving the special needs route.

(NOTE: Special needs routes will only have packaged middays for bidding when necessary to maintain consistency between students and drivers. This will be determined by the Director of Transportation and the drivers' bidding committee.)

- E. Special Programs Routes (General Education)—compensated at regular driving rate. The District will provide a list of Special Program Routes to the Union upon request.
- F. Van Routes: General Transportation vans to be used to transport students and established at a daily route time. Van drivers (Type 2) with a contracted van route shall be subject to the same requirements as a regular driver (CDL required). In the event that the District needs CDL drivers, van drivers may be temporarily moved (no more than five (5) consecutive workdays) to drive a bus route and their position would then be backfilled by a type 2 substitute driver. When it becomes necessary to move a van driver to cover a bus route, it shall be done by moving the least senior employee first.
- G. Summer School: This work is not included in bidding nor contracted. Duration of activity varies and this work has no impact on benefits. It is understood that summer school routes are considered extra duty work, not contracted time. The following lists shall be posted and assigned by seniority. Assignments for summer school shall be monitored by at least two Bid Committee Representatives, and every effort will be made to post summer school assignments by the last week of school. Probationary drivers will be given credit for hours/days worked driving during summer school.

Other types of compensated assignments outside of routes:

- A. Extra Duty/Trips – This scope of work shall be as needed and shall consist of student trips requests and any other summer work associated with transportation such as washing buses, last minute shuttles/transfers and other driving assignments.
- B. Summer School – This scope of work is associated with all summer school routes and shall have three (3) hours per day minimum. Please note that summer school is not included in bidding, not contracted, the duration of activity depends on the needs of the school and the extra time will not affect employee benefits.
- C. WSP Prep – This is only assigned as needed and varies from year to year. The scope of work is usually completed prior to the WSP inspection.
- D. WSP Inspections – WSP inspections vary based on the availability of the WSP inspection team and the hours and days shall vary based on the numbers of buses completed per day.

Summer School Procedure:

- A. Routes will be assigned based on seniority.
- B. All assignments are final once accepted.
- C. Routes may increase and/or decrease or be deleted without notice.



- D. Once awarded, the assigned route will remain with each driver for the duration of Summer School or until the assignment ends.
- E. Drivers not selected will be placed on the Extra Duty/Trip list for Summer School only.
- F. Actual assignment may occur later than posted if the student rosters and/or other data is not received by transportation.
- G. If selected, the driver agrees to perform the required task for the entire duration of the assignment. Failing to fulfill the summer school route will make you ineligible to sign up for any additional summer work.
- H. Hours for the week including any additional weekend hours cannot cause the driver to go into overtime.
- I. Drivers should not have any other work that may conflict with the Summer School schedule.
- J. Drivers may job-share with another driver for summer school assignments. The agreement to job share will be in writing with the assigned days/times for each driver.

**6.3.4 Bidding of Routes.** The parties agree to maintain the status quo for bidding routes in October for the 2022-2023 school year. Between the date of ratification of this agreement and March 31, 2023, the parties agree to meet and discuss alternate bidding procedures.

(Also refer to Appendix A.)

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 fewer 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) workdays) who 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 at least two (2) working days prior to the 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) workdays 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.
  - 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) calenda 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 workdays they shall remain on the route until a permanent change has been made.

**6.3.5** Drivers' regular monthly pay will be based on their contracted route. Drivers will be paid for time actually worked unless contracted otherwise. This means time worked beyond the contracted route will be compensated and absences will be deducted according to the terms of the contract. A driver's compensated time will not be reduced due to unanticipated factors such as traffic conditions, student absences, etc. Drivers, with the exception of split routes on an A.M./P.M. (no mid-day routes), will be paid for a minimum of three and three-quarters (3.75) hours. All mid-day routes will be paid for a minimum of one (1) hour.

**6.3.6** After School Non-Contracted Activity Routes. After school activity routes (ASA), including both new routes and vacated routes, will be bid by the use of a voluntary sign-up sheet whenever a new route is created or an existing route is vacated. Any driver can sign up and will be eligible regardless of any other activity that they are currently assigned. If the driver's current ASA conflicts with the open ASA assignment the driver will be allowed to vacate their current

assignment to accept the open assignment. There shall be no bumping of employees. Selection to fill the new or vacated route will be based on:

1. Seniority
2. Conflicts in contracted route time(s) that could reasonably prevent the driver from timely arrival at the ASA bus boarding location.
3. ASA procedures set forth in this section shall apply at all times school busses are operating within the District.

If any after school route is vacated with two weeks or less remaining it shall be filled first from the after-school activity extra duty sign up list.

**6.3.7** Contracted Van Drivers shall be placed on the seniority list in accordance with the date they received their CDL. In the event of the same date the test results will determine placement on the list. They shall maintain a current CDL and adhere to the same requirements as a regular driver (physical and drug testing programs). In the event that a van driver is needed due to a shortage of regular drivers the District shall maintain a separate type 2 driver qualified substitute list. The type two substitutes shall also be required to have current physicals and will also be subject to random drug testing. Type 2 drivers shall be on a separate list and shall not accrue seniority.

**6.3.8** Adding Students: During the school year, if students are added to existing routes on a permanent basis (15 days or more), and that addition changes the contracted hours for the route, the District shall modify the drivers contract to include said time. Kinders will be added to the route—by stop—on all route sheets for General Education and be highlighted.

## **6.4 Extra Trips**

**6.4.1** Normally extra trips shall be posted for driver sign up at least five (5) working days prior to departure time. Postings will give time, duty, and fixed rate when applicable to overnight trips. Except in extenuating circumstances, extra trips will be assigned respecting eligible seniority when the Supervisor of Transportation receives notice. In extenuating circumstances extra trips will be assigned to eligible drivers respecting seniority. The Union steward will be apprised of the details of non-posted trips, including charters, as soon as possible.

It is the expectation of the District that all trip drivers will:

1. Be on site twenty (20) minutes prior to leaving the lot.
2. Arrive at the pickup location thirty (30) minutes in advance of departure.
3. Utilize twenty (20) minutes of post trip cleanup. If driver performs cleanup during down time and clocks out early they will not be paid any time after clocking out.

**6.4.2** The extra trip assignment sheet will be available for inspection and posted in the transportation office no later than 1:00 P.M. on the working day prior to the extra trip. The assignment sheet will indicate which driver was assigned the trip.

**6.4.3** Overnight trips will be posted by the Director of Transportation for driver consideration. Food and lodging will be added in accordance with current district policy.

**6.4.4** Driver pay for overnight trips will be set by figuring total on duty time, less sleep. If the charter bus rate is more cost effective, the district reserves the right to contract with a charter service, provided, upon request by the Union, the District provides proof that the charter bus rate is more cost effective, and if not, the appropriate driver(s) will be made whole.

**6.4.5** Drivers will be paid for two (2) hours if a Monday-Friday extra trip to which they are assigned is cancelled and/or the driver is not notified. Drivers will be paid for four (4) hours if a Saturday-Sunday extra trip to which they are assigned is cancelled and/or the driver is not notified.

To be eligible for trips outside the Tri-Cities, drivers must meet the following criteria:

1. Have completed at least two (2) paid trip bus training drives; and
2. Have driven at least four hundred (400) hours for the Pasco School District on a regular, general education bus and one hundred (100) hours in a trip bus, locally.
3. Shall have completed yearly chain training (Required for trips outside the Tri-Cities November through April).
4. Refer to the Handbook for adult supervision requirements.

**6.4.6** No driver will lose contracted time due to accumulation of unforeseen overtime occurring on trips.

**6.4.7** Trip Eligibility. 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, 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.

**6.4.8** In the event that a driver is a no show the District may request another trip driver in a standby situation to accommodate a pickup of students to prevent further delay in the trip. However, if there is ample time to arrange an emergency driver without impact to the required delivery time the District will utilize the emergency list.

**6.4.9** Emergency Trips. 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 in-service prior to the start of the school year. The sign-up sheet shall be re-posted in January of each year to allow newly hired drivers to sign up.
2. Any driver who turns down three (3) 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.
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 three (3) trips.
5. If the number of emergency drivers drops below 15 the list shall be reposted for additional signups.

Refer to 6.4.8 if the assigned driver is a no show and trip departure cannot be delayed.

**6.5** Assigned bus trips other than regular daily scheduled runs and flat rate trips (Article 6, Section 6.4.7) shall be defined as extra trips and shall be compensated for at the rates designated in Schedule A. Extra trips shall be posted for driver signup at least five (5) working days prior to departure time, except under extenuating circumstances. Trips shall be posted by 4:00 P.M. and not be taken down for twenty-four (24) hours. Every effort will be made to remove the posted trips by 9:00 A.M. on the 5th day. Trips not signed for shall be assigned at the discretion of the Supervisor of Transportation. Postings shall include the following information: date of trip, time of departure and return, origin and destination, and type of activity. Any driver wishing assignment to an extra trip must personally sign the trip sheet within twenty-four (24) hours of the trip posting. No less than twenty-four (24) hours prior to departure time the trip shall be assigned to senior drivers signing the sheet unless (1) the senior driver is not qualified, (2) performance is not substantially equal to those drivers junior to him/her, or (3) overtime pay would be required (unless the senior driver is the only driver signing for the trip). However, if all drivers are in overtime the senior driver on the list shall be awarded the trip. The District will not bypass drivers on the signup sheet by hiring substitute drivers.

**6.5.1** Trips With Less Than Five Days' Notice. Trips that have extenuating circumstances and are not able to be posted five days in advance. (Article 6.5)

1. If an additional bus or cargo van is requested for the same trip before the trip sign-ups have been assigned, then an additional driver shall be assigned off the original trip sign-up sheet.
2. Any new trip (not on the original posted list) with less than twenty-four (24) hour notice shall be placed on the trip board. The posting date will be highlighted, and a radio announcement will be made to inform drivers of available extra trip(s). Trip assignment time will be at the discretion of the Trip Coordinator with consideration of the requested trip departure time.

3. New trips that are received less than five (5) days in advance but more than twenty-four (24) hours in advance shall be placed on the trip board. The posting date will be highlighted in order for drivers to identify a trip that was not posted on the original posting date.
4. Last minute (day of) trips will be placed on the counter, announcements made in the break room as well as on the radio and white board. Then, if no drivers are available (on trip list) or drivers don't volunteer, the trip will be assigned off the Emergency Driver List respecting eligibility and seniority.
5. A driver will not be eligible for a trip if scheduled trip time and assigned route times interfere causing a decrease in hours worked for date of trip.
6. Eligibility also depends on the drivers' availability to achieve the requested departure and return time. The Trip Coordinator is permitted to assign a driver by seniority if all drivers on the sign-up sheet are ineligible.

**6.5.2** The Supervisor reserves the right to regulate on-duty hours of drivers to conform with the Commercial Drivers License (CDL) requirements.

**6.6** All drivers hired for school bus transportation shall be approved as per State Directive and shall under no condition be allowed to drive for less than the prevailing rate and shall not be replaced by any other driver (even if qualified) unless they are hired specifically for a bus/van driving position in the District. The district shall continue at its discretion to transport small numbers of students when use of a school bus is impractical.

**6.7** Drivers who drive extra runs are responsible for the complete cleanup and fueling of the bus upon completion of the run.

**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 that school will be closed. The District will notify Drivers via blackboard (or other messaging system) who normally report in or leave for work prior to normal radio announcements. If notification is not received and driver reports to work, driver will receive two (2) hours pay. The driver will make up the day when school is rescheduled.

**6.8.1** Drivers who notify the District that they are unable to report for work due to inclement weather will be placed on emergency leave subject to the provisions of Article 10, Section 10.1.5. Drivers who do not so notify the District will not be compensated for time not worked.

**6.9** Any contracted driver who has left the work site and is called back to drive after their contracted time has ended by a person authorized to approve overtime will receive at least two (2) hours pay at the overtime rate, even if less time is spent at such overtime. If more than two (2) hours is required, the driver will be compensated for actual hours worked at the overtime rate.

## **ARTICLE 7—OVERTIME**

The overtime rate of pay shall be one and one-half (1 ½ ) times the hourly rate for the individual employee. The overtime rate will be paid for time paid by District assignment in excess of forty (40) hours in one week. For the purpose of overtime computation, forty (40)-hour week shall consist of all hours paid from Sunday through Saturday.

## **ARTICLE 8—PAYDAYS**

**8.1** The District will pay its employees on the last state business day of the month. In the event payroll mistakes are identified and discrepancies are agreed to by both parties, the District will adjust the discrepancy on the next payroll or on another payroll mutually agreed by the parties. Adherence to this timeline is subject to the grievance procedure.

**8.2** Direct Deposit. All employees will be required to sign up for direct deposit.

## **ARTICLE 9—HOLIDAYS**

**9.1** Holidays: Employees shall receive the following paid holidays that fall within their work year:

- |   |   |
|---|---|
| 1. New Year's Day                       | 7. Veteran's Day                              |
| 2. Martin Luther King Jr. Day           | 8. Thanksgiving Day                           |
| 3. President's Day                      | 9. Day after Thanksgiving                     |
| 4. Memorial Day                         | 10. Christmas Eve                             |
| 5. Juneteenth (if within the work year) | 11. Christmas Day                             |
| 6. Labor Day                            | 12. Day preceding or following New Year's Day |

**9.1.1** Unworked Holidays: 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 employees 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 workdays.

**9.1.2** Worked Holidays: Employees who are required to work on the above-described holidays shall receive their Holiday pay and time-and-one-half for all hours worked on such holidays.

## **ARTICLE 10—SICK LEAVES AND OTHER LEAVES**

### **10.1 Leave for Illness, Injury or Emergency.**

**10.1.1 Sick Leave.** Each employee shall accumulate one (1) day of sick leave for each calendar month worked, provided no employee who works a full school year shall receive less than ten (10) days. To be eligible to earn sick leave, an employee must be in paid status for more than one-half of the working days of the month.

An employee hired between the first day of the month and 15th of the month will receive sick leave credit for that month; employees hired after the 15th of the month will not begin accumulation of sick leave benefits until the following month. The District shall post sick leave monthly as it is earned.

Recognizing that leave may be accumulated and used according to applicable laws of the State of Washington, employees will endeavor to schedule routine appointments outside of the scheduled workday when possible. Sick leave benefits shall be paid on the basis of the employee's hourly rate applicable to the employee's normal daily work shift at the time sick leave is taken. Sick leave shall be deducted exactly as used.

**10.1.2 Sick Leave Cash Out.** At the time of separation from school district employment due to retirement or death, an eligible employee or employee's estate shall receive remuneration at a rate equal to one (1) day's monetary compensation for each four (4) days of accrued leave for illness or injury. All cash-out remuneration shall be at the employee's current salary rate at the time of the cash-out.

In January of the year following any year in which a maximum of one hundred eighty (180) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive payment for unused leave for illness or injury in excess of one hundred eighty (180) days accumulated leave from the previous year at a rate of one (1) day's monetary compensation for each four (4) days of accrued leave for illness or injury, which days shall be deducted from accrued leave time.

**10.1.3 Leave Sharing.** The District and the Union agree that leave sharing is a worthwhile benefit for bargaining unit members who either have consumed all accumulated leave or will, as a probability, consume all accumulated leave before returning to work. In that regard, the parties agree as follows:

- A. Individualized Eligibility Determination: An employee may apply for leave sharing provided they have met the following criteria in accordance with RCW 41.04.665, including:
  - 1. The qualifying condition has caused, or is likely to cause, the employee to go into leave without pay status or terminate employment; and
  - 2. The employee has diligently pursued and has been found to be ineligible for industrial insurance benefits.
- B. Determination of Degree of Benefit and Conditions:



1. The Superintendent or designee and a Union representative shall determine the amount of leave which the affected employee shall be allowed. This determination shall be based upon the written confirmation of a medical doctor, referred to at (1) or (2) above.
2. No employee shall receive more than one hundred eighty (180) days of donated leave per contract year.
3. An employee who has an accrued annual leave (vacation) balance of more than ten (10) days may request to transfer up to six (6) days to another staff member authorized to receive shared leave. An employee may not transfer leave that would result in an accrued annual leave balance of fewer than ten (10) days.
4. An employee who does not receive vacation leave but who has an accrued sick leave balance of more than sixty (60) days may request that the District transfer up to six (6) days of accumulated sick leave to the affected employee, provided that in no event will a transfer be allowed to reduce the donor's sick leave balance below sixty (60) days.
5. The District shall develop forms and procedures necessary to implement the sick leave and annual leave sharing.
6. Contributions of leave shall be on a voluntary basis and the names of donors shall be kept confidential. The Union shall be permitted to make the membership aware of the need for donations but shall be precluded from individual solicitations. The names of individuals who do or do not make donations shall not be published.
7. Leave transfers may be allowed to bargaining unit members currently employed by the District regardless of bargaining group.
8. Recipients of donated leave shall continue to be District employees and shall continue to receive normal employee benefits.
9. In the event the employee receiving donated leave does not use all leave donated, the unused donated leave in such employee's leave account shall be returned to donor, prorata, within forty-five (45) days after the donee's use of accumulated leave ceases.
10. Except for procedures in (9) immediately above, when leave is donated, the donor will be required to execute a waiver whereby the donor will be required to agree that he/she will not ask for return of the donated leave, and the Union agrees to make no request for return of donated leave.

**10.1.4** Physician's Statement. A physician's certificate attesting to the illness or injury and to the employee's fitness to perform his/her duties may be required at the discretion and expense of the District in the following circumstances:

- A. An employee is absent for a period of five (5) consecutive days or more, including instances where sick leave is used immediately before or after use of personal leave;
- B. An employee is absent and has no accrued sick leave;
- C. The employee has requested and been denied other leave for the same days as the employee takes emergency or sick leave;
- D. The employee is on an attendance improvement plan;

- E. The district has reason to believe an employee's ability to perform the essential functions of the job are impaired.

**10.1.5** Provisions for Emergency Leave. The District shall grant emergency leave for the following reasons: illness or hospitalization of a member of the employee's family which necessitates the employee's actual presence; serious damage to personal property; bereavements not covered by the bereavement policy; and legal proceedings in which the court mandates attendance by the employee. A maximum of five (5) consecutive working days emergency leave shall be available for each incident.

The District may grant leave in other emergencies, which make it impossible for the employee to work. General conditions under which emergency leave may be granted in "other emergencies" are as follows:

- A. The problems must have been suddenly precipitated and must be of such a nature that planning is not possible, or that planning could not relieve the necessity for the employee's absence.
- B. Emergency leave granted for "other emergencies" shall be limited to a maximum of five (5) consecutive working days for each incident.

Written application for consideration for emergency leave will be by means of the absence affidavit. The decision regarding this request shall be communicated to the employee within ten (10) days of the receipt of the request. All paid emergency leave shall be deducted from accumulated sick leave.

**10.1.6** Exhaustion of Accumulated Paid Leave. When an employee has exhausted the number of paid leave hours allowed or accumulated, a deduction of the hourly salary shall be made for each additional hour absent.

**10.2** Bereavement Leave. Bereavement leave, not to exceed five (5) consecutive working days, will be allowed with pay for each death in the immediate family immediately after the date of passing or encompassing the date of the funeral/memorial for the deceased. "Immediate family" means the mother, mother-in-law, father, father-in-law, spouse, son, daughter, brother or sister of the employee or his/her spouse, grandchildren or the grandparents of the employee or his/her spouse, or any relative living in the immediate household of the employee. Bereavement leave is non-cumulative and is not deducted from sick leave. The deaths of more than one family member, as defined above, resulting from a common occurrence shall be treated as a single death with respect to the length of leave granted (Policy 5326). A total of two (2) additional days per year will be allowed with pay for persons not listed above and non-family members. If additional time is needed it may be granted by the Employee Services administrator.

**10.3** Maternity/Paternity/Adoption Leave. An employee requesting maternity, paternity, adoption, or foster care leave shall give written notice to the District at least thirty (30) days prior to the

commencement of such leave. The written request for leave should include a statement as to the expected date of return to employment, and within thirty (30) days after childbirth or placement the employee shall inform the District of the specific day on which they will return to work. If the employee does not qualify for the Family and Medical Leave Act, sixty (60) calendar days after childbirth or placement shall be reasonable time to be allowed for leave, unless the employee's physician recommends time beyond sixty (60) days through a written statement, at which time a leave extension may be granted. Sick leave shall be granted under the sick leave provision contained herein. An employee returning from maternity/paternity/adoption leave shall be placed in his/her former position, or in a similar position in the District.

Employees may be eligible for Washington State Paid Family and Medical Leave (PFML) benefits through the Washington State Employment Security Department.

**10.4** Leaves Without Pay. The Employee Services administrator or designee may grant leave without pay in accordance with District policy. Requests shall be made in writing, using the prescribed form, and with sufficient advance notice. Written request when possible or message (in case of emergency) for such leave must be submitted through the immediate supervisor to the Executive Director of Employee Services or designee. Unpaid leave may only be granted in very limited circumstances. Examples include illness or reasons covered under the Family and Medical Leave Act, public or political service, union leave, military leave, religious reasons, education leave, or other similar or unique circumstances. Any written request for unpaid leave will be reviewed on a case-by-case basis, according to district policy. Other requests for unpaid leave will not be approved.

**10.4.1** Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of absence for a period not to exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted by action of the Board of Directors.

**10.4.2** The returning employee shall be assigned to the same or a similar position as occupied before the leave of absence. In the case of extended sick leave, the employee will be returned to his/her former position provided the illness does not continue more than sixty (60) calendar days.

**10.4.3** Employee will retain accrued sick leave, and seniority rights while on leave of absence. However, sick leave and seniority shall not accrue while the employee is on leave of absence; provided, however, that if such leave is approved for extended illness or injury, seniority shall accrue. An employee on leave of absence remains eligible for insurance benefits at her/his own expense.

**10.4.4** Such leaves as defined above, if granted, shall state the provision for reemployment. An employee who has been granted a leave of absence shall be entitled to a position as determined by the District in the year following the leave year provided that the employee shall give written notification to Employee Services or designee of intent to return to employment within the District no later than July 15 of the year in which she/he will return.

**10.5** Leave for Part-Time Employees. Less than 8-hour a day employees shall receive leave benefits prorated to an eight (8) hour a day employee.

**10.6** Judicial Leave. In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a co-defendant with the District, such employee shall receive a normal day's pay for each day of required presence in court; When the employee's presence is no longer required, he/she must return to work. In the event that an employee is a party in a court action, such employee may request a leave of absence.

**10.7** Personal Leave. Three personal leave days are granted to employees for the purpose of attending to approved personal or legal business or family matters, providing a substitute can be found.

Personal leave is allocated in advance during the month of September, except for employees who begin the year in a leave of absence status. Personal leave is noncumulative. Personal leave shall not be used during the last week of school. Unearned personal leave taken during the year will be deducted if the employee terminates employment during the year. New employees must work ninety (90) consecutive days to earn personal leave.

The employee must submit a written request to his/her supervisor(s) two (2) days prior to taking said leave. No more than three percent (3%) of employees may take personal leave on any given day, except that no more than two percent (2%) of employees may take personal leave on a day immediately before or after a non-school day.

Accumulated personal leave day not taken during the year will be cashed out at the end of the year through established district procedure. The cash-out rate for personal leave not taken is at one hundred percent (100%) of employee's regular pay.

An absence affidavit is to be filed with the employee's supervisor on the day following the leave and submitted to Employee Services.

**10.8** Incentive Leave. Upon ratification of this agreement by both parties, employees who have ten (10) or more years of service with the district will be entitled to one (1) incentive day. This day will be treated in the same manner as a personal day. On October 1 of each school year, employees who complete ten (10) years of service after contract ratification will be entitled to the incentive day.

**10.9** Washington State Paid Family and Medical Leave (PFML).

1. The district shall pay the employer portion of the premium to fund the program.
2. The district shall notify employees annually of the benefits available under PFML.
3. To apply for benefits, employees will be required to file a claim for PFML benefits with the Employment Security Department (ESD) and any payments shall come directly from the ESD.
4. Employees must provide at least thirty (30) days written notice before PFML for leave that is foreseeable. The leave request must include the anticipated timing and return date.

5. All rules and eligibility are governed by the State of Washington. Employees will not receive pay from the district for the period of time they are receiving PFML benefits.

**10.10** Faith and Conscience Leave. Employees will receive two (2) unpaid leave days per calendar year for reasons of faith or conscience (i.e., organized activity conducted under the auspices of a religious denomination, church, or religious organization). The leave must be taken in whole-day increments. Leave will be approved unless the employee's absence would impose an undue hardship on the employer, or the presence of the employee is necessary to maintain public safety.

**10.11** Union Leave. An employee, but not more than one (1) from the bargaining unit at any one time, who accepts an official position with the Union, shall be granted a leave of absence without pay not to exceed twelve (12) calendar months, upon written application of such employee to the district, or as it may be extended by mutual agreement. Should the union find itself in need of a temporary employee from within our bargaining unit, neither party would be barred from a separate agreement to increase the number from one (1) to two (2) on a case-by-case basis.

Such employee(s) shall be reinstated by the District, in accordance with his/her seniority, provided the District is notified in writing fourteen (14) days prior to termination of employment with the Union and further provided that the employee is still qualified to perform his/her former or substantially equivalent duties. Employees chosen by the Union to attend Union conventions may be granted leaves of absence without pay upon one (1) month's written request to the Transportation Director, for periods not to exceed two (2) weeks.

The parties will continue to work together to ensure employees are granted time off to attend Union sponsored training and/or meetings of one (1) or two (2) days duration.

## **ARTICLE 11—ATTENDANCE**

**11.1** General Purpose. The parties agree to set forth the following procedures for handling employee absences to promote the efficient operation of the district and minimize unscheduled absences.

**11.1.1** Punctual and regular attendance is an essential responsibility of each employee.

**11.1.2** Employees are expected to report to work as scheduled, on time and prepared to start working. Excessive absences from scheduled hours are disruptive and must be avoided.

**11.1.3** This article does not apply to absences covered by the Family and Medical Leave Act (FMLA), the Washington Paid Family Medical Leave Act (PFML), leave provided as a reasonable accommodation under the Americans with Disabilities Act (ADA), or leave allowed under any other provisions of this Agreement or applicable laws.

**11.2** Absence. "Absence" is defined as the failure of an employee to report for work when they are scheduled to work.

**11.2.1 Excused Absence:**

- A. The employee provides to their supervisor sufficient notice at least 48 hours in advance of any absence for reasons other than illness, injury, or emergency and the absence request is approved in advance by the employee's supervisor.
- B. If it is necessary for an employee to be absent or late for work because of an illness or emergency, the employee must notify their supervisor no later than two (2) hours prior to the employee's scheduled starting time on that same day.
- C. The employee has sufficient accrued paid time off to cover the absence.

**11.2.2 Unexcused Absence.** Unexcused absence occurs when any of the above conditions are not met.

**11.2.3** Employees with five (5) or more consecutive days of excused absences because of illness or injury must give the district proof of physician's care and a fitness for duty release prior to returning to work.

**11.2.4** Employees must have earned paid time off for every absence unless otherwise allowed by this Agreement or applicable laws.

**11.3** **Disciplinary Action.** Excessive absenteeism is defined as two or more occurrences of unexcused absence in a 30-day period and will result in disciplinary action. Eight occurrences of unexcused absence in a 12-month period are considered grounds for termination.

**11.4** **Job Abandonment.** Any employee who fails to report to work for a period of three (3) days or more without notifying their supervisor will be considered to have abandoned the job and voluntarily terminated the employment relationship.

**ARTICLE 12—PROBATION AND SENIORITY RIGHTS**

**12.1** **Employee Probation.** Each new hire shall remain in a probationary status for a period of one hundred twenty (120) workdays following the contracted hire date; however, credit will be granted for days worked as a substitute driver. During this probationary period the District may discharge such employee without recourse.

**12.2** **Seniority.** Seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous contracted employment within the bargaining unit. When employee hire dates are identical, placement on the seniority list will be established by the employees' test scores on the final written driver examination. The Employer recognizes that the principles of seniority shall be given prime consideration in the everyday operation of the members performing bargaining unit work.

**12.2.1** Seniority status shall be the determining factor in the making of all daily work assignments, bidding of regular AM, PM, and Mid-Day runs, reductions in work force, and/or recalling an employee from layoff.

**12.2.2** Seniority within the bargaining unit shall be forfeited under the following circumstances:

- A. Discharge with cause
- B. Retirement
- C. Voluntary severance of employment
- D. Leave of absence exceeding twelve (12) months, excluding military leave and work-related injury.

**12.2.3** Seniority Lists. The Employer shall post on all Union bulletin boards current seniority lists showing each employee's name and his/her seniority date. A copy of said seniority lists shall be forwarded to the Union at the time of posting or when requested by the Union.

**12.3** Probationary employees may be eligible to bid on job vacancies with approval of the Director of Transportation if no other regular employee has bid on said vacancy.

**12.4** All probationary employees shall be entitled to receive all benefits for which they would otherwise be eligible.

**12.5** Lay-Off. The term "layoff" as used herein shall be defined as the discharge of an employee as the result of a reduction in force. The term "layoff" does not indicate any continuing relationship or responsibilities between the District and the laid-off employee except as provided in this Article.

Should it become necessary to layoff an employee for any reason, said layoff shall be by seniority. The last employee hired shall be the first to be laid off.

**12.6** Recall. Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until each employee on layoff status has been notified through the Union of one (1) available position. The Union shall notify the Employer of the employee's intent within one (1) week. An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued benefits; provided that such employee is offered a position substantially equal to that held prior to layoff.

### **ARTICLE 13—EMPLOYMENT NOTIFICATION**

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

### **ARTICLE 14—RETIREMENT, TORT LIABILITY COVERAGE AND INDUSTRIAL INSURANCE**

**14.1** The number of hours an employee works determines whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees' Retirement System. The District shall report all allowable hours under State Retirement System guidelines, including all hours worked, whether straight time or overtime.

- 14.2** The District shall provide tort liability coverage for all employees subject to this Agreement for actions involved in the performance of their duties.
- 14.3** The District shall make required contributions for Industrial Insurance on behalf of all employees subject to this Agreement.
- 14.4** The District will make automatic payroll authorization available to employees for the district's 403(b) plan and/or the state deferred compensation plan for drivers who elect to participate.

#### **ARTICLE 15—GRIEVANCE PROCEDURE**

- 15.1** A "grievance" as defined herein shall mean any dispute or controversy which might arise as to the interpretation or application of this Agreement. Prior to initiating a grievance at Step 1, the employee and shop steward shall first contact the employee's immediate supervisor to resolve the dispute.
- 15.2** STEP 1. If the dispute is not resolved with the immediate supervisor, the aggrieved employee and shop steward shall contact in writing the Director of Transportation to adjust the dispute. Such contact shall be within ten (10) working days of the dispute alleged in the grievance. Upon failure of the parties at this point to satisfactorily resolve the dispute, the Director of Transportation will respond in writing within five (5) days of the meeting with the employee and shop steward as to his/her position in denying or settling of the grievance at this step.
- 15.3** STEP 2. Should any grievance as herein defined not be resolved at STEP 1, the same shall be taken up with the business representative of the Union, who shall then take the grievance up with the Employee Services Administrator. This will be documented with a written Step 2 grievance submitted within ten (10) working days from the date the employee receives the written Step 1 grievance denial from the Director of Transportation. The parties will meet in person within five (5) working days of the receipt of the Step 2 grievance to try and resolve the issue.

(A grievance filed by the Employer against the Union, or by the Union, must be initiated in writing at Step 2, and submitted to the Union Secretary-Treasurer or the Employee Services administrator respectively, within ten (10) working days after the grieving party knew or reasonably should have known of the event giving rise to the grievance).

- 15.3.1** After the parties meet to try and resolve the grievance at Step 2, if the dispute still is not resolved, the grievated employee's supervisor will, in written, documented form, send to the Union his/her denial of the grievance at Step 2 within five (5) working days from the date of the grievance meeting.
- 15.3.2** Any grievance which was submitted and carried forward in accordance with the grievance procedure provided above and which is not satisfactorily adjusted within five (5) working days may be taken to Step 3.



**15.4** **STEP 3.** Any grievance not settled pursuant to Step 2 shall be taken by the Union to the Superintendent or his/her designee for resolution to Step 3. The Union Representative will, in writing, advance the grievance to Step 3. The parties will meet in person within ten (10) working days from the date the Union submits the grievance at Step 3. After the parties meet at Step 3, the Superintendent or his/her designee will have ten (10) working days to resolve the dispute. If the district denies the grievance at Step 3, it will, in written, documented form, send to the grievant and the Union the denial within ten (10) working days from the date of the grievance meeting.

Absent resolution in Step 3, either party may proceed to Step 4. By mutual agreement, and prior to submission to Step 4 of the grievance procedure, the parties can submit the grievance to non-binding mediation. The mediator may be mutually agreed to or selected pursuant to Step 4.

**15.5** **STEP 4.** Either party may within five (5) working days of receipt of written notice by the other party indicating failure to resolve the grievance at Step 3, serve upon the other party written demand for arbitration. The parties shall select an impartial arbitrator within ten (10) working days after service of the demand for arbitration. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within five (5) working days thereafter, request the Public Employment Relations Commission (PERC) to submit a list of seven (7) disinterested persons who are qualified and willing to act as an impartial arbitrator.

**15.5.1** Within five (5) working days from receipt of the list, the two (2) parties shall select one name from it by alternately crossing off one name until one (1) remains. The moving party will have the right to strike first or defer to the other party to strike first. The person whose name remains shall be selected as the sole arbitrator.

**15.5.2** It is understood by both parties that the arbitration hearings shall be conducted in as short a time as possible. Each party shall be given the opportunity to appear in person and/or by attorney, to produce witnesses and to cross-examine. The parties agree to produce all books, records, documents, or other material, which the arbitrator shall request as being relevant to the dispute. The arguments of the parties may be presented by post-hearing written briefs.

**15.5.3** The award of the arbitrator shall be rendered in writing together with his/her written findings and conclusions and shall be final and binding upon the parties to this Agreement and upon the complaining employee or employees, if any.

**15.5.4** The arbitrator shall rule only on the basis of information presented in the hearing and the post-hearing briefs; the arbitrator shall not have the authority to add to, strike from or modify any of the terms of this agreement; and the award of the arbitrator shall be final and conclusive.

**15.5.5** Both parties agree that from the inception of the dispute until the receipt of the arbitrator's award, the subject matter of the controversy shall not be changed and shall in all respects be maintained.

**15.5.6** Each party shall bear one-half the fee of the arbitrator and any other expense incident to the arbitration hearing. All other expenses, including attorney fees, shall be borne by the

party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

**15.6** Time Limits. The time limits set forth in this article may be extended only by mutual agreement between the district and the Union; and should either party fail to follow the procedure outlined herein, that party shall be deemed to have waived its position, and the grievance shall then be deemed settled in favor of the other party. Grievances settled in this manner will be non-precedent setting.

## **ARTICLE 16—SALARIES**

**16.1** Salaries for employees subject to this Agreement, during the term of the Agreement, are as follows and contained in Schedule A attached hereto and by this reference incorporated herein.

Salaries will be increased in accordance with state funding, i.e., the "pass through" concept on September 1 of each year covered by this agreement or as otherwise agreed upon by the parties. (Refer to Schedule A)

**16.2** Hourly rates of pay are listed on Schedule A, and are adjusted as per this Collective Bargaining Agreement. Retroactive pay where applicable will be noted in the final Collective Bargaining Agreement. The District will furnish the Union a new salary schedule annually.

**16.3** Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked by direction of the employer. Any time a driver is assigned to work another job assignment associated to the transportation department during a time when they would have been working their regular bid route, they will receive their regular driver's rate of pay for contracted time only. Any time in excess of the contracted time will be paid as per Article 16, Section 16.3.1. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid with each paycheck.

**16.3.1** Driving and non-driving duties will be posted for bid as extra work and will be compensated at driver rate of pay. Drivers will indicate an interest in summer work by signing up prior to the end of school (refer to Article 6, Section 6.3.3).

1. Routing and State Work – drivers assigned to this work will either be selected from the summer work list, or the job will be posted for bid as extra work. Drivers must have completed state training.
2. Driver Trainer - to be eligible, a driver must successfully complete the Driver Trainer course offered by the District. Once qualified, they will be placed on the Driver Trainer list by seniority and be offered this work in accordance with their seniority and qualifications.

**16.4** Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this Agreement, if possible and in any case not later than the second regular payday.

**16.5** Anniversary Dates. All new employees shall be hired in conformity with the schedule attached hereto. The anniversary date shall not be changed due to time away from work for approved leave (Refer to Article 10).

**16.6** Drivers returning in September will be paid for hours of work per day during the month of September as determined by Article 6, Section 6.3.4.

Beginning October, all drivers will receive prorated pay over an eleven (11) month period. Drivers working less than twenty-five (25) hours weekly will have the option of prorated pay over a nine (9) month period at annual bidding of routes. Selection of option at bid time will remain in effect until the next bidding.

Drivers contracted after annual bidding will have the option of prorating pay over the year or selecting pay thru the month of June. However, employees choosing to be paid until June shall be responsible for insurance payments during summer months. Notification must be made to Employee Services by the Transportation Department within five (5) days of being contracted. See Article 17 Section 17.2 for further details.

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

## **ARTICLE 17—INSURANCE BENEFITS**

**17.1** Beginning January 1, 2020, and each year thereafter, insurance benefits shall be provided through the School Employee Benefits Board (SEBB) according to state law and applicable rules and regulations. See WAC 182-30, 182-31, and 182-32.

The School District shall use state benefit allocations as allowed by law.

**17.2** Eligibility. The District agrees to follow SEBB eligibility rules for employees who are anticipated to work six hundred thirty (630) hours or more per school year. Employees may also cover eligible dependents, as defined by WAC 182-31-140.

**17.3** To continue to remain eligible for the District insurance contribution, employees must meet the SEBB eligibility criteria.

Upon request by the employee, Employee Services will provide a leave consultation to notify employees of all their options prior to taking a leave of absence and the possible cancellation of any insurance benefits.

**17.4** VEBA Distribution by Employer. Prior to implementation of SEBB, employees participated in the district's self-insured dental and vision program. Distribution of the balance of employee

premiums remaining after January 1, 2020, is restricted by state and federal law. The district will determine the pro-rata share of remaining premiums for employees covered under this collective bargaining agreement and will distribute those funds into employee VEBA accounts. This provision requires each employee to individually open a VEBA account. This distribution will occur no later than August 31, 2022.

## **ARTICLE 18—EMPLOYEE EVALUATION PROCEDURE**

- 18.1** Introduction. An employee shall be given a copy of any ride-along or evaluation report prepared by their evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to Employee Services, placed in the employee's personnel file, or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
- 18.2** Evaluation Cycle. Every employee will be evaluated in writing annually. Probationary drivers will be evaluated on a 45-90-120-day cycle, including at least one ride-along. A ride-along evaluation must be completed for all other drivers at least once every three (3) years.
- 18.3** Evaluation Forms. Evaluation forms will be created and agreed upon by the District and the Union. These forms may be used as part of the evaluation process.
- 18.4** Electronic Monitoring. All observations shall be conducted openly. The audio/video recording devices in district buses and vehicles shall not be used to evaluate the performance of any employee without their prior knowledge and consent.
- 18.5** Unsatisfactory Evaluation. In the event an employee's performance results in a negative evaluation, a reasonable amount of time will be given for performance enhancement through a mutually agreed upon decision by the Union and Employer.
- 18.6** Evaluation Reports. Written evaluation reports shall be presented to each employee by their immediate supervisor. Such reports shall be issued in the name of the immediate supervisor based on a compilation of self-assessment reports and/or observations by the immediate supervisor.
- 18.7** Probationary Status. Individuals in their first driving position with the district shall be in a probationary status for a duration of 120 days (including substitute driving, if applicable). If substitute drivers become full-time after more than one hundred and twenty (120) days as a substitute, they will not have to serve a second probationary period. During their probationary period, an employee may be discharged at any time with or without cause. Probationary employees must be observed within forty-five (45) workdays after the commencement of regular employment.
- 18.8** Final Evaluation. An employee shall be given a written copy of any evaluation, and upon request, a copy will be sent to the Union. Each employee shall sign the evaluation forms to indicate receipt, however, the signature of the employee does not indicate that the employee

agrees with the contents of the evaluation. Employees may attach written comments, responses, rebuttals, or clarifications. If employees so choose, they may appeal the final evaluation to the supervisor of the person who gave them the evaluation. During the appeal, employees will have the right to have Union Representation.

**18.9** Extended Probation. Either prior to or after a driver receives their final evaluation, they may be placed on an additional ninety (90) day probationary status. The district must inform the driver and the Union about the extended probationary status in writing prior to the end of the initial probationary period. The district will implement a written plan of improvement developed with input from the driver, the Union, and the evaluator. If, at the end of the extended probationary period, the driver has not shown satisfactory improvement, the district may discharge such employee without recourse.

## **ARTICLE 19—MISCELLANEOUS**

**19.1** Safety. The District will provide measures and safety rules to minimize accidents and health hazards to the employees during their hours of employment.

The Union agrees to cooperate with the District to the end that the employees shall use such safety equipment when so provided and observe such safety and health regulations as provided by the District.

**19.2** Bulletin Boards. The employees of Pasco School District who are members of the Teamsters Local 839 may use designated bulletin boards for posting official notices. All other matters to be posted are to be cleared with the appropriate supervisor, and must be signed by the Union official who developed the material to be posted.

**19.3** Staff Development. A minimum of two (2) early- release days will be used for staff development with no reduction in pay for drivers. Driver base contracts will include two (2) additional days of training to be held in August of each year.

**19.4** Forms. All forms used for employee sign-up shall require the driver's signature as well as the date signed.

**19.5** Physical Exams. Physical examinations shall be taken as required. An employee, whose current examination will expire during the school year and is required to take a physical examination in connection with his/her driving duties, will be scheduled for physical examination with an institution contracted by the District prior to the beginning of the new school year. Drivers who elect not to take their physical exam at the District designated health center will do so at their own cost. In the event an employee fails to keep his/her appointment, the employee will assume the cost of a physical examination to comply with the requirement.

## **ARTICLE 20—DISCIPLINE AND DISCHARGE**

**20.1** **Discipline or Discharge.** The Employer shall not discipline or discharge an employee without just cause. Discipline will be corrective, not punitive, and progressive in nature. Employees have the right to Union representation during any meeting with the Employer which may be related to discipline or discharge. If the Employer has reason to discipline or discharge an employee, it shall be done in a manner that shall not embarrass the employee before other employees or the public. Employees have the right to a Union representative when being issued discipline.

**20.2** Just cause for immediate suspension or discharge shall include, but not be limited to:

- A. Gross insubordination;
- B. Being under the influence of alcohol or drugs (other than aspirin and other over-the-counter medications which do not cause drowsiness or otherwise impair the employee's performance) on the job;
- C. Proven dishonesty;
- D. Excessive chargeable accidents, or single chargeable severe accident that is proven to be the sole fault of the driver;
- E. Leaving a child unattended on the bus;
- F. and/or any other type of conduct of a parallel magnitude.

**20.3** Disciplinary actions that may be taken against an employee include the following:

- A. Verbal Warning—documented and written
- B. Written Reprimand
- C. Suspension
- D. Termination

**20.4** Intent to discharge or suspend to be considered as valid, must be issued in writing to the affected employee and the Union within ten (10) days after the findings of the investigation have been completed. This will allow the district to conduct a fair and thorough investigation under the rules of just cause. Letters of suspension may be removed from the employee's file upon the request of the employee after eighteen (18) months from the date of the disciplinary action. Timelines may be extended by mutual agreement between the Employer and the Union's Business Agent.

**20.5** Employees have the right to request the removal of any discipline which is allowed to be removed from personnel files under Washington State Law. Requests must be in writing to the Director of Employee Services.

**20.6** No driver shall be put on paid administrative leave without the district first notifying the employee and her/his Union Representative.

**20.7** Surveillance. The purpose of audio/video recording devices in district buses and vehicles is staff and student safety. The parties have agreed that no surveillance equipment or recorded material will be used by the Pasco School District for the purpose of finding misconduct or issuing discipline without an underlying complaint being referred to the Employer.

When the employer receives a report of a complaint, accident, incident, or event involving an employee, the employer may review recorded material. If the employer reviews recorded

material under such circumstances and determines there may be a basis for potential discipline, they will notify the Union and provide a copy of the material before any meeting is conducted with the employee.

**20.8** Termination of employment shall be for just cause. Layoffs are for economic reasons or for lack of work.

**20.9** The District will give employees ten (10) working days' notice of intent to discharge, except in cases of gross misconduct. Employees shall give ten (10) working days written notice of intent to resign or retire.

### **ARTICLE 21—DRUG TESTING**

**21.1** The District may, with reasonable suspicion, require testing for evidence of the illegal or excessive use of alcohol, drugs, narcotics, amphetamines, or any other legally controlled substance. All newly hired employees may be tested as part of the employment process.

The parties agree to abide by State and Federal law on drug and alcohol testing. The District agrees to present any new policy and procedure regarding drug and alcohol testing to the Union for review and revision.

**21.2** Should an employee, or applicant for employment, test positive (indicating substance abuse), the Gas Chromatograph (or other proven test of equal or greater validity) will be used to validate the first test. Upon request, the employee or applicant will have the opportunity for a confirmatory test at his/her own expense.

**21.3** Drug testing will be conducted at an institution designated by the District.

### **ARTICLE 22—SEPARABILITY OF PROVISIONS AND SAVINGS CLAUSE**

**22.1** Should any provision or portion thereof, of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to that specific provision or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties shall immediately meet to negotiate a substitute for the invalidated provision or portion thereof. Such negotiations shall be conducted under all the rules and procedures set forth in the Grievance Procedure of this Agreement for the adjustment of disputes between the parties.

**22.2** If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby. Neither party shall be compelled to comply with to any provision of the agreement which conflicts with state or federal statutes or regulations promulgated pursuant thereto.

**22.3** in the event either of the foregoing sections is determined to apply to any provision of this agreement, parties agree to renegotiate the affected provision by holding a meeting within thirty (30) days after such determination has been made.

**22.4** This Agreement is subject to all applicable Federal and state laws and any rules and regulations issued pursuant thereto.

**ARTICLE 23—TERM**

**23.1** The term of this Agreement shall be September 1, 2021 to August 31, 2024. If either party desires to amend this contract, they shall give written notice of such intentions to the other party no later than 90 days prior to the expiration date.

**23.2** All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

**23.3** This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided that salaries are adjusted as specified on Schedule A.

**SIGNATURE PAGE**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

**TEAMSTERS LOCAL NO. 839**

**PASCO SCHOOL DISTRICT NO. 1**

\_\_\_\_\_  
Secretary/Treasurer

\_\_\_\_\_  
President, Board of Directors

\_\_\_\_\_  
Steward

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Steward

\_\_\_\_\_  
Lead Negotiator



**SCHEDULE A**

**PASCO SCHOOL DISTRICT NO. 1**

**SEPTEMBER 1, 2021– AUGUST 31, 2024**

**TRANSPORTATION**

	<u>Years 1-5</u>	<u>Years 6-10</u>	<u>Years 11-15</u>	<u>Years 16-20</u>	<u>Years 21+</u>
Regular Driver	\$ 23.13	\$23.48	\$23.83	\$24.19	\$24.55
Substitute Driver	\$ 20.29				
Type 2 Drivers	\$ 18.52				

Driver Trainers will receive \$0.50 per hour above regular driver rate for hours spent performing training as directed by the Supervisor of Transportation or Training Manager. During the 2021-2022 school year, the parties will meet and discuss implementation of a training program.

1. General Increases to the base rate:

Year 1	Sept 1, 2021-Aug 31, 2022	13.5% increase (retroactive to 9/1/21)
Year 2	Sept 1, 2022-Aug 31, 2023	2.5% or state-determined IPD, whichever is greater
Year 3	Sept 1, 2023-Aug 31, 2024	2% or state-determined IPD, whichever is greater

2. Longevity: Add longevity step for years 21+

3. COVID-19 Compensation

A one-time payment of \$1,000 will be paid to all employees employed in active, paid status on the date of ratification of this agreement, in acknowledgement of the work-related impacts of COVID-19 during this school year. This stipend is applicable for the 2021-2022 school year only.

## **Appendix A-Bidding Guidelines**

### **A. Bidding Guidelines**

The Bid committee shall consist of 3 (three) bus drivers (members of Local 839) and one (1) two (2) stewards (which shall be appointed by the stewards). All five (5) committee members will be paid at their regular rate of pay for all hours worked during the bid process, not to exceed forty (40) hours. All committee members shall be elected by the membership for a minimum of two years. Each elected committee member shall be allowed to continue year to year; However during each full opener of the contract, elections shall be conducted by the Union. For the purposes of ensuring that the CBA and guidelines are followed, the Union and the District shall each provide a representative to observe and make any process decisions that may become necessary No decisions shall be made without the mutual agreement of the committee members. (2011 Grievance settlement commitment this provision was added because bid issues became non-grievable as part of the settlement). Employees on long-term leaves of absence that have not been fully released to return to work are not eligible to bid. However, a driver on leave shall maintain their previous contract time 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.

### **B. The Bid Process.**

All dates designated shall be posted on the bid announcement sheet.

1. During the first two weeks of school, all drivers shall verify their route(s) for accurate times and directions. In addition, drivers will verify the Wednesday end time and also note how many times they fuel per week. These verifications should be as accurate as possible.
2. After the first two weeks of the new school year all route corrections need to be documented and turned into the Transportation office. If the route is correct, the driver will sign the bottom of the form located on the counter. All routes are to be turned in by the end of business day designated by the District (approximately ten (10) working days prior to Bid Day). This date may be subject to change by bid committee.
3. After submitting a route If it is incomplete, the driver will receive a note in their mailbox requesting that they check with the Bid committee. The driver will need to review their route, sign the half sheet, fill in end times for Wednesdays, and document the number of times they fuel their bus during the week.
4. At the close of business on the designated day all routes will be compiled by the Bid Committee and set up for viewing
5. Two days prior to bid day, routes will be available for viewing from 9:30 A.M. to 5:30 P.M. Please do not remove routes or move routes. Note: If sheets are moved, viewing will be restricted for all drivers.
6. Proxy letters (including signature of driver) for those unable to be in attendance on bid day must be turned in to the bid committee not later than the day prior to actual bid day. The only exception will

be “emergencies” approved by the bid committee. (The proxy letter must have the employees’ signature.)

7. Prior to Bid Day, the bid committee shall contact all substitute drivers to determine if they are interested in bidding if routes are available. All substitute drivers who accept a bid route will become a regular member with benefits. If a substitute is not interested in bidding, they shall waive their right in writing.

### **C. Bid Day**

1. All bid committee representatives shall be present after A.M. routes prior to starting the bid process.
2. The most senior driver will start the bid process and each driver will have up to ten (10) minutes to select their routes. (A.M. P.M., Midday or ASA)
3. Drivers are allowed one person of their choice to assist them in the bid room. If a bid committee member is selected, they act only in the capacity of a driver.
4. If a driver removes a route from the table, it shall be considered their selection. Note: Drivers must not remove any route from the table unless it is their selection.
5. All Bidding will stop at designated break times. The bid committee will announce to stop.
6. Bidding will commence upon the return of all committee members and when the next driver eligible to bid returns.
7. When it is a driver’s turn to bid and they are not present, the timer will be set for ten (10) minutes. After the ten minutes has been exhausted, the driver will be considered a no-show. The driver’s name will be dropped to the bottom of the seniority list (for bid day only) for contracted drivers. If the driver has not shown up prior to the first substitute driver being eligible to bid, the driver will then be moved to the bottom of the eligible substitute’s placement list for the purposes of bidding.
8. The substitute with the highest placement number on the list (example: starting at S-1) will start the bid process and each substitute driver will have up to ten (10) minutes to select their routes. (A.M. P.M., Midday or ASA). If a substitute driver has waived the right to bid in writing, it will not be necessary to hold the ten-minute wait time. The next substitute will be allowed to select a route.

### **D. Process/Bid Rules Overview**

Driver enters bid room (by seniority) and ten (10) minutes will be set on a timer.

1. No driver is allowed to pick up more than forty (40) hours.
2. Each Driver may pick up one (1) A.M. and one (1) P.M. route. In addition, a driver may select a mid-day or ASA if desired, so long as the total hours per week do not exceed forty (40).
3. Upon completion of selection or exhaustion of the allotted ten (10) minutes, the driver must leave the bid room.

4. Upon leaving the bid room, the Driver will be required to sign the bottom of the bid sheet. After the driver has signed the bottom of the Bid Sheet, no changes will be allowed. Your selection is considered complete, and any remaining time (10 minutes) is ended. No Exceptions.
5. The driver will then stop at the calculation table to confirm that selected routes do not go over 40 hours per week. (A member of the bid committee will go over the routes to ensure accuracy.)
6. The Driver then delivers the bid sheet to the dispatch office to inform them of the driver's route selection.
7. The Driver then takes the bid sheet to the secretary's office to finalize the paperwork. If the secretary finds a timing error (for example, over 40 hours), bidding will be stopped. The Bid Committee will be made aware of problem and they shall determine on how to proceed.
8. Once routes are placed on the table, no changes will be made unless first approved by the Bid Committee.

**Remaining Routes After Bid 1.**

If any posted routes remain after bid day is complete, they shall be posted per Article 6, Section 6.3.4 (B) (1, 2, and 3).