

AGREEMENT

by and between

DIERINGER SCHOOL DISTRICT NO. 343

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 302

**CUSTODIAL—MAINTENANCE—TRANSPORTATION
BARGAINING UNIT**

SEPTEMBER 1, 2022

through

AUGUST 31, 2025

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DIERINGER SCHOOL DISTRICT NO. 343 & OPERATING ENGINEERS LOCAL 302

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 302
and
DIERINGER SCHOOL DISTRICT NO. 343**

AGREEMENT

SEPTEMBER 1, 2022 - AUGUST 31, 2025

The Board of Directors of Dieringer School District No. 343, hereinafter known as the Employer, and the International Union of Operating Engineers Local 302, referred to hereinafter as the Union, do hereby reach agreement for the purpose of enhancing the material conditions of the employees, to promote the general efficiency of the Employer, and to promote the morale, well-being and security of the employees.

ARTICLE I – DEFINITIONS

The terms used hereinafter within this Agreement shall be defined as follows:

EMPLOYER:	Shall mean the Dieringer School District No. 343 and/or the Board of Directors of the Dieringer School District No. 343 or their designee(s).
EMPLOYEE:	Shall be any person in this bargaining unit represented by Local No. 302 exclusive of substitutes and non-bargaining unit administrators in the transportation and maintenance departments.
UNION:	Shall mean the International Union of Operating Engineers, Local No. 302, and/or the Union Representative.
DAY OR DAYS:	Shall mean consecutive calendar days unless otherwise specified.
HOURS WORKED:	Shall mean all hours that an employee is actually performing assigned work and/or when an employee is in a pay status, i.e., authorized absences with pay, paid vacations, and paid holidays. Such hours shall be recorded and tracked for all purposes to the nearest quarter hour (e.g., a shift of 5 hours and 53 minutes will be rounded to 6 hours, and a shift of 5 hours and 52 minutes will be rounded to 5 hours and 45 minutes.
SENIORITY:	Seniority shall be the period of time an employee has worked within the District under this bargaining unit, and shall be received after the successful completion of the probationary period retroactive to the most recent date of hire.
AUTHORIZED ABSENCE:	Shall be that period of time approved by the immediate supervisor for the employee to be off work in a pay status.

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AUTHORIZED LEAVE: Shall be that period of time approved by the Board for the employee to be off work without pay.

TERMINATE: Shall mean discharge for just cause, death, and transfer to a position outside the bargaining unit, retirement, resignation, permanent illness or injury.

ARTICLE II – RECOGNITION

2.1 The Employer recognizes the Union as the collective bargaining agency for all employees in the transportation, custodial and maintenance departments.

2.2 New Employees

Upon completion of the hiring process, the employer shall promptly provide the union with the name and address of each new employee, such employee's hire date, and the location in which the employee normally reports to work and sufficient time to meet their Union Representative per RCW 41.56.037 as described below.

The District will provide the Union reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. No employee may be mandated to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Association.

2.3 Dues Deduction

New employees subsequent to this agreement and those employees who are not members of the union as of the date of ratification of this agreement may join the union by paying such initiation fee and regular monthly dues as are uniform for all members of the local union.

The employer agrees to make payroll deductions of normal monthly Union dues and/or representation fees upon receiving written authorization to do so from the employee. Any such authorization shall not be revoked except during August prior to a new school year. The employer shall then remit such deducted dues to the local union by mailed check on a monthly basis. Furthermore, the employer agrees to deduct monthly additional sums for union programs for those who have voluntarily authorized such deduction in writing. Dues adjustments shall be made annually in the first month of each contract year.

Union member employees that choose to no longer pay dues and remain a union member must opt out by giving written notice to the union who will then inform the employer. The union will hold the employer harmless from any suits or claims arising from the application

of this dues deduction process except that should the union provide notification to the employer that the employee is no longer willing to deduct regular and periodic dues from their pay and the employer through financial error continues to deduct these dues in such case the employer will then indemnify the union against loss and be willing to accept financial responsibility for these deduction and any legal liabilities beyond the date of notification.

- 2.4 The supervisor of transportation shall not perform bargaining unit work except to assist or work as a substitute when no other personnel are available. There will be no subcontracting of bargaining unit work without first bargaining the decision and the effects of such decision with the Union. No current position will be lost, displaced or supplanted by supervisors or non-bargaining unit employees performing bargaining unit work. The current maintenance structure allows the supervisor of operations to perform maintenance work. Should the need for maintenance positions increase, all additional maintenance hires will be covered by this collective bargaining agreement in accordance with the salary schedule. If the maintenance position is not already on the salary schedule, the District will negotiate with the Union regarding the wages, hours and working conditions for the new position.
- 2.5 At least thirty (30) days prior to a layoff, the District will provide notice to the affected employees.
- 2.6 When an outside group using district facilities fails to leave the facilities in a student-ready state, a custodian impacted by such failure shall notify the custodian's supervisor. The supervisor shall address the situation by adjusting the custodian's work expectations, assigning additional custodial time, or speaking with the outside group.
- 2.7 Substitute employees who have worked more than 30 days in the current or immediately preceding school year will be considered members of this bargaining unit, and will be subject to Sections 2.2, Article 3, Article 4 (to the extent that the sections of the contract mentioned in this section are alleged to be violated), Section 8.1, Section 11.1, Section 14.1, Section 16.1, Sections 17.1, 17.2, 17.3, 17.6, 17.7, 17.10, 17.16, 17.17, 17.19, 17.20, Sections 18.1, 18.2, 18.3, 18.6, 18.8, and Appendix B. Bus driver substitutes who remain with the District for at least one year shall be reimbursed the cost of the required medical exam under Section 17.14, and all substitutes shall be guaranteed an interview for any open position for which they apply and are qualified.

ARTICLE III – UNION MANAGEMENT RELATIONS

- 3.1 All collective bargaining with respect to wages, hours, and working conditions and other conditions of employment shall be conducted by the Union Field Representative and authorized representatives of the Employer. The District shall notify the Union of any proposed changes in wages, hours or working conditions of employment in order to facilitate a meeting to discuss such changes.
- 3.2 Bargaining unit employees shall be paid for time lost by the District for time at the bargaining table, if mutually agreed to bargain during the work day.

- 3.3 The Union may be represented by Shop Stewards. Stewards may be selected in such a manner as the Union may determine. The Employer shall be informed in writing of the names of the Stewards. Only such Stewards shall be accorded recognition by the Employer. The Steward's duties, functions and responsibilities are limited to receiving complaints from members, checking the job for violations of the Agreement, investigating and reporting to the appropriate representative or Local Union Business Manager.
- 3.4 The District shall grant four (4) days leave with pay to the shop stewards of the bargaining unit as requested during the shop stewards' term in office. Each shop steward will be released and allowed to attend Union training as long as notice is provided to management at least one (1) week in advance. The Union must reimburse the District for the costs of the substitute if one is necessary for the shop steward to attend during scheduled working hours.

ARTICLE IV – GRIEVANCE PROCEDURE

- 4.1 A grievance is a claim based upon an alleged violation, misinterpretation, or misapplication of specific provision(s) of this Agreement. An employee who participates or intends to participate in any grievance as defined herein shall not be subjected to discipline, reprimand, warning, or reprisal, because of such participation or intention. All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants. The employee may have representation present during any of the grievance steps.
- 4.2 **Step 1.** Within thirty (30) calendar days of the time of the occurrence of the alleged violation, or from the date when the grievant reasonably should have been aware of facts giving rise to the grievance, the Union Representative shall meet with the direct supervisor involved in the grievance to discuss a resolution of the grievance. The direct supervisor shall respond to the Union's grievance in writing within seven (7) calendar days of the meeting with the Union Representative.
- 4.3 **Step 2.** If the grievance is not settled at Step 1, the Union Representative shall meet with the Superintendent or designee within fifteen (15) calendar days of the Union's receipt of the Employer's Step 1 response to discuss a resolution of the grievance. The Superintendent or designee shall respond to the Union's grievance in writing within seven (7) calendar days of meeting with the Union Representative.
- 4.4 **Step 3.** If no settlement is reached after Steps 1 and 2, and the Union desires to pursue the matter further, it may refer the grievance to arbitration by notification to the Employer within fifteen (15) calendar days of the date of receipt of the Employer's written response to the Step 2 grievance.
- 4.5 Should the parties be unable to mutually agree upon an arbitrator, the Union shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternately strike names from the list until one name remains. A coin toss will determine which party strikes names from the list first. The expenses of the arbitrator and all other expenses of the arbitration proceeding, other than attorneys' fees and other

expenses each party incurs in presenting its case, shall be borne equally by the parties. The parties shall be bound by the arbitrator's decision. The arbitrator shall have jurisdiction to decide any dispute arising under this Agreement, but shall not have the power to add to, delete, or modify any article of the Agreement.

- 4.6 Timelines for grievances may be extended by mutual agreement.

ARTICLE V – SENIORITY

- 5.1 Seniority shall prevail in lay-off for all regular employees after one (1) month of service. Seniority shall be broken only by justifiable discharge, voluntary quit, or more than 12 months lay-off. In the event of a lay-off, within each classification the last employee hired shall be the first laid off, and the last employee laid off shall be the first rehired. Employees laid off shall be eligible for rehire during the 14 month period following the effective date of the layoff provided the employee notifies the District office of any changes in address and does not reject any offer of employment from the District for a position with similar hour and wages as the position from which the employee was laid off. A list of employees arranged in order of their seniority shall be posted in a conspicuous place at their place of employment. All regular runs will be posted at the beginning of each school year, and will be bid on the basis of seniority.
- 5.2 No employee shall continue to accrue seniority when on leave without pay except Workers' Compensation leave.
- 5.3 The Employer and the Union agree that merit and ability being equal, seniority shall govern in lay-offs, rehiring and promotion within the bargaining unit.
- 5.4 Probationary employees shall serve one calendar year in a probationary status. Termination during said probation period shall not be subject to the grievance procedure. This section shall not apply to any employee who has already completed probation as of April 7, 2009.

ARTICLE VI – VACATIONS

- 6.1 All year round employees shall receive vacation days in accordance with the following schedule:
- 1st year of service = 11 days
 - 2nd year of service = 12 days
 - 3rd year of service = 13 days
 - 4th year of service = 14 days
 - 5th year of service = 15 days
 - 6th year of service = 16 days
 - 7th year of service = 17 days
 - 8th year of service = 18 days
 - 9th year of service = 19 days

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10 years of service = 22 days
14 years of service = 24 days
After 15 years of service = 25 days

All extra time worked shall be credited for vacation days. Employees may carry over a maximum of ten (10) vacation days from the previous year, provided that the maximum vacation days at any one time may not exceed thirty five (35). No more than thirty (30) days of vacation may be cashed out by any employee upon separation or retirement.

Employees who do not use all of their earned vacation days shall be compensated for up to fifteen (15) unused days at their normal rate of pay for their regularly scheduled work hours. Employees may request this vacation leave cash out once per contract year, and by no later than August 10th.

- 6.2 If a scheduled vacation day falls on a holiday, an additional vacation day shall be given.
- 6.3 Approved vacation schedules will not be changed by the District unless the District has first conferred with the employee and taken the employee's thoughts on the changes into consideration.
- 6.4 Custodial employees may only take vacation on school days when approved in advance by the Superintendent. Custodians will be allowed up to one (1) week of time off during the school year on days that school is in session as long as substitutes are available. The granting of such requests is within the discretion of the Superintendent, and exceptions will not be granted when the failure to seek prior approval causes the exceptional circumstances. The Employer will make every effort to not contact employees on vacation except in emergency situations.
- 6.5 School term employees shall receive pay for bonus days in accordance with the same schedule as Section 6.1. For employees hired after September 1, 2006, the number of bonus days for school term employees shall be prorated by the employee's full time equivalency (FTE) based on a full-time employee schedule of 2080 hours per year.

ARTICLE VII – HOLIDAYS

- 7.1 All transportation, custodial and maintenance employees will receive paid holidays in accordance with this section.
- 7.2 All twelve (12) month employees shall receive the following paid holidays:
 - 1. New Year's Day
 - 2. Martin Luther King Jr. Day
 - 3. Presidents' Day
 - 4. Memorial Day
 - 5. Independence Day
 - 6. Labor Day
 - 7. Veterans' Day
 - 8. Thanksgiving Day
 - 9. Day after Thanksgiving
 - 10. Day before Christmas
 - 11. Christmas Day
 - 12. New Year's Eve
 - 13. Friday of Spring Break

- 7.3 All less than twelve (12) month employees shall receive the following paid holidays which fall within their work year.

- | | |
|--------------------------------|---------------------------|
| 1. New Year's Day | 7. Thanksgiving Day |
| 2. Martin Luther King, Jr. Day | 8. Day after Thanksgiving |
| 3. Presidents' Day | 9. Day before Christmas |
| 4. Memorial Day | 10. Christmas Day |
| 5. Labor Day | 11. New Year's Eve |
| 6. Veterans' Day | 12. Independence Day |

ARTICLE VIII – DISCRIMINATION

- 8.1 No public employee or other person shall directly or indirectly interfere with, restrain, coerce or discriminate against any public employee or group of public employees in the free exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining. The District agrees to abide by all federal and state regulations prohibiting discrimination.

ARTICLE IX – PENSIONS

- 9.1 All classified employees, who are employed in an eligible position, are entitled to membership in the State Employees' Retirement System. The amount needed for the pension fund for this retirement system will be paid by the School District for each employee.
- 9.2 All hours worked shall be credited for retirement benefits.

ARTICLE X – LEAVES

- 10.1 Sick Leave:

The District shall grant full-time, 180-day employees of the District twelve sick leave days annually. The District may require a signed statement from a physician for those absences in excess of five consecutive days. If sick leave benefits are exhausted, the board may grant leave without pay for the balance of the year upon the recommendation of the superintendent.

When an employee is rehired by the District, the employee shall be credited with any sick leave accumulated in the District prior to the employee's original termination.

Sick leave not used can be accrued and carried over into the next school year.

In January of the year following any year in which a minimum of sixty days of injury or illness leave is accrued, and each January thereafter, any eligible employee may exercise an option either:

(1) to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the employee's for each four full days of accrued leave for illness or injury in excess of sixty days; or

(2) to add that year's sick leave to the employee's accumulated sick leave. Such leave for which the employee has received compensation shall be deducted from accumulated sick leave at the rate of four days for every one day's monetary compensation.

An employee who retires may cash-out all accrued injury or illness leave at the above rate. Such leave shall be accrued at the rate of not more than one day per month.

At no time may an employee's accumulated sick leave be reduced below sixty days once that amount is accumulated to allow the employee to take advantage of this option.

- 10.1a The District shall grant leave for a disabled employee injured during non-work related activities or if unable to work due to illness. Such employee's position shall be held for the employee's return for a period of ninety (90) working days or whenever they have exhausted paid leave, whichever is greater. The position shall be offered on a sub basis for this period after which it shall be posted and filled.

If the employee returns after said leave, they must wait for a vacancy within their job description. Such employee will be used as a substitute if the employee signs up for such work.

10.2 Sick Leave Sharing:

A District employee is eligible to receive donated leave if all the following are true:

- A.
1. The employee requesting shared leave suffers from, or for an employee's child under eighteen (18) who has a health condition that requires treatment or supervision pursuant to WAC 296-230 which has caused, or is likely to cause, the employee to:
 - a. go on leave-without-pay status; or
 - b. terminate the employee's employment.
 2. The employee's absence and the use of shared leave are justified;
 3. The employee has depleted, or will shortly deplete, all the employee's annual leave, vacation and sick leave reserves;
 4. The employee has abided by District rules regarding sick leave use; and
 5. The employee has diligently pursued and been found to be ineligible to receive industrial insurance benefits.
 6. Sick leave may only be shared by employees within the bargaining unit.

The Superintendent, or designee, shall determine the amount of leave, if any, which an employee may receive under this policy. Normally an employee shall not receive more leave than the number of contracted days remaining in the current school year. However, in the event that the condition requiring the employee's absence continues beyond the current school year, the employee shall not receive a total of more than 261 days of leave.

B. District employees may donate leave as follows:

1. An employee who has an accrued sick leave balance of more than twenty- two (22) days may request that a specified amount of sick leave be transferred to another employee authorized to receive such leave. An employee may not request a transfer that would result in an accrued sick leave balance of fewer than twenty-two (22) days. Sick leave as defined in RCW 28A.400.300 means leaves for illness, injury and emergencies.

The donation of leave is totally voluntary. No employee shall be coerced, threatened, intimidated or financially-induced into donating leave.

The number of leave days transferred shall not exceed the amount authorized by the donating employee.

The value of leave shall be shared, and returned if unused, on an hour per hour basis.

10.3 Leave of Absence:

An employee may apply for a leave of absence from the School District through the Superintendent of Schools. Leaves of absence shall be granted at the discretion of the School Board. Such employee's position shall be held for the employee's return for a period of ninety (90) working days or whenever the employee has exhausted paid leave, whichever is greater. The position shall be offered on a substitute basis for this period after which it shall be posted and filled. If the employee returns after said leave, the employee must wait for a vacancy within the employee's job description. Such employee will be used as a substitute if the employee signs up for such work.

10.4 Personal Leave:

Employees shall be granted personal leave for not more than three (3) days per year. This leave shall be non-accumulative. Personal leave must be arranged by the individual with permission to be granted by the Supervisor or the Superintendent or designee. The employee shall notify the Employer not less than twenty-four (24) hours prior to the leave. No more than two (2) employees may take personal leave on the same day. Exceptions may be approved by the Superintendent.

Employees may roll up to two (2) unused days per year for use in the following year, up to a maximum of five (5) days total in any one year. Employees who wish to roll these days

(rather than cash them out under the following paragraph) shall notify the District in writing by June 30 each year.

Employees who do not use the three (3) above-mentioned personal leave days shall be compensated for each unused day at their normal rate of pay for their regularly scheduled work hours. Cash out for unused personal leave days shall be automatically paid in the July payroll. Full year employees who have unused personal leave days that they do not want automatically cashed out shall notify the District by June 30 of each year.

10.5 Maternity Leave:

An employee may use accumulated, paid sick leave for the period of actual disability attributable to pregnancy. In addition, the District shall grant a leave of absence without pay or fringe benefits, except as required by Family Medical Leave Act, upon the employee's request for the period of her actual disability due to pregnancy. The District may grant additional leave of absence without pay or fringe benefits for the balance of the school year in which the baby is born. During such a leave of absence, the employee may pay the District the employee's share of any insurance benefits program in order to maintain those benefits.

General Provision and Notice Requirement

The employee who becomes pregnant shall notify the employee's immediate supervisor and the Superintendent of the employee's condition by the beginning of the fifth month of pregnancy. At the time of the employee's request the employee shall indicate in writing to the employee's immediate supervisor and the Superintendent which of the following the employee wishes to request:

1. A maternity leave for the period of the employee's actual disability due to pregnancy as determined by the employee's physician or licensed practitioner;
2. An extended maternity leave for a period of time longer than the employee's actual disability but less than one year (The extended portion of this leave shall be subject to the discretion of and approval by the administration. The employee's notification shall include an estimate of dates of beginning and termination of the leave.); or
3. The termination of the employee's employment by resignation.

Determination of Beginning and Ending Dates:

For an employee who desires to continue the employee's employment until the actual disability and to return as soon as her disability has ceased:

1. The employee shall be allowed to work as long as the employee is capable of performing the normal work functions and the duties of the employee's job and so long as the employee's personal physician or licensed practitioner concurs. The official date of leave shall not begin until the school day following the day the employee leaves the job.

2. The employee shall return to the employee's duties when the employee is physically able to perform the employee's duties. Within 30 days after childbirth the employee shall notify the Superintendent of the specific date when the employee shall return to work, and the employee shall notify the Superintendent no later than 14 days before the intended date of return. If the employee desires to return to duties within 60 days of childbirth, the employee's personal physician or licensed practitioner must certify that the employee is in good health and ready to resume duties.

For an employee whose leave request is to commence prior to the period of disability and/or extend beyond the disability period:

1. The employee's request for an extended leave may be granted upon the approval of the administration, and the specific dates of leave shall be determined by the District after consideration of the goals of the educational program and of the District and the desires of the employee together with the recommendation of **her** the employee's personal physician or licensed practitioner. Extension of a full year's maternity leave to the beginning of the next school year may be available, with the consent of the administration, where the year's leave period shall expire after the beginning of the fourth quarter of the school year.
2. The employee shall return to the employee's duties when the leave grant expires. If still disabled due to pregnancy, miscarriage, abortion, childbirth or recovery, the employee shall return when the employee is physically able to perform the employee's duties.

Assignment Upon Return

Upon return from an extended maternity leave, an employee shall be entitled to a position in the District subject to the availability of a position for which the employee is qualified. An effort shall be made to place the employee in the employee's original position or in a comparable position.

10.6 Family Leave:

The District will provide unpaid family leave pursuant to state and federal statutes and board policy, except that the District shall extend the provisions of the Family Medical Leave Act (FMLA) to employees working one thousand (1000) hours or more in the school year preceding the commencement of the requested leave.

10.7 Family Illness and Bereavement

The District shall allow each employee 5 days of leave per year in the event of "serious health condition" within the immediate family, necessitating the services of a physician. Immediate family shall include parents, spouse, significant other, children, and a person who has been living in the employee's household.

The District shall allow each employee a maximum of 8 days leave for each death of a husband, wife, mother, father, stepfather or stepmother, son, daughter, sister, brother, mother-in-law, or father-in-law, step children, foster children, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, granddaughter or grandson. The death of a person's relative or close personal friend shall constitute authorization for one (1) day of bereavement leave per occurrence up to a maximum of three (3) days per school year for the purpose of attending the funeral. Concurrent deaths shall be treated as a single occurrence with respect to the length of leave granted.

Family illness leave and bereavement leave shall not be deducted from sick leave. Payment for leaves under this provision shall be in accordance with the employee's regular rate of pay and the regular number of hours worked per shift. After depleting family illness leave under this section, employees may use accrued sick leave for the serious health conditions of family members under Section 10.1.

10.8 Jury Duty and Subpoena Leave

The District shall grant leaves to employees for the days they are required to serve on a jury. An employee shall return to work on any day the employee is excused or not required to serve on a jury. Any compensation received by an employee for jury duty performed on a contact day is to be reimbursed to the District. The District shall grant a maximum of two days leave (witness fees to be reimbursed to the District) to employees subpoenaed as witnesses in court or other legal proceedings; provided that a leave with pay shall not be granted to an employee for a case brought or supported by an employee's Union or for a case in which the employee has a direct or indirect interest in the proceedings.

10.9 Pursuant to Washington State law, each District employee may request up to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization. The process for requesting such unpaid holidays and District approval of such requests can be found in District Policy 5409.

ARTICLE XI – EXTRA AGREEMENTS

11.1 The Employer agrees not to enter into any agreement or contract with the employees, individually or collectively, which is inconsistent with terms of a collective bargaining agreement then in effect without Union approval.

ARTICLE XII – GROUP INSURANCE

12.1 The Employer shall be in compliance with applicable Washington state laws related to health care benefits for school employees as established by the School Employee Benefit Board (SEBB) and as administered by the Washington State Healthcare Authority and/or similar statewide jurisdictions.

ARTICLE XIII – WORKERS’ COMPENSATION

13.1 Any injuries or industrial illnesses received while at work must be reported to the Operations Office with the full history of the case on accident report blanks, as they are covered by the State Workers' Compensation Law. Employees are covered for the working days included in the first three (3) calendar days after the day of the accident from the employee's sick leave balance, if any. Employees receive free medical aid for injuries on the job and may be treated by the physician of the employee's choice.

13.2 The District will automatically allocate accrued sick leave for all working days included in the first three calendar days following an injury, except that guaranteed paid holidays which fall within the first three calendar days following an injury will be paid as holiday pay in lieu of sick leave for eligible employees in order to make total pay equal to regular pay.

For absences extending beyond three (3) calendar days, the District will automatically implement sick leave balancing to make total pay equal to regular pay. In addition, when sick leave has been exhausted, an employee may request in writing to use vacation pay balancing. An employee may request in writing at any time that sick leave not be used in order to make total pay equal to regular pay. Once this request is implemented, the decision cannot be changed. Sick leave used cannot be "bought back."

Guaranteed paid holidays which fall during a period of compensation will be paid to the employee in lieu of prorated sick leave and compensation.

The intent is to enable the employee to draw full pay, but not more than full pay, during the absence due to injury on the job.

13.3 While on industrial insurance, sick leave, holiday and vacation benefits will continue to accrue to the employee in the same manner as if the injury had not occurred for a period of twelve (12) calendar months. The District's obligation to an employee for accrual of these fringes terminates at the end of twelve (12) calendar months.

13.4 The District will continue to pay its share of the employee's health insurance subsidy only each month during the first twelve (12) months provided that the employee furnishes the employee's share to the business office each month by check made payable to the District.

13.5 At the end of one (1) calendar year from the date of the injury, the following applies:

- (a) An employee who is not authorized to report back to work may request a leave of absence in writing. The leave request is subject to Board approval at its discretion.
- (b) Said employee will be paid for all unused vacation pay earned.
- (c) If said employee returns to active employment status with the District, the employee's sick leave balance will be reinstated in accordance with District policy.

- (d) Group medical insurance benefits terminate; each employee must arrange for the employee's own medical insurance coverage, if desired.

ARTICLE XIV – BULLETIN BOARDS

- 14.1 The Employer agrees to provide suitable space for the bargaining unit to use as a bulletin board. Postings by the bargaining unit on such boards are to be confined to official business of the unit.

ARTICLE XV – DISCIPLINE

- 15.1 No regular employee who has successfully completed the probationary period shall be disciplined or subject to disciplinary discharge except for just cause (See Appendix C). The employer will maintain its present plan of progressive discipline which encourages informal counseling prior to formal discipline or discharge for just cause. This plan of progressive discipline may include verbal warning, written warning, final warning, suspension, and discharge. The employer will not be required to apply the foregoing when the nature of the offense or cumulative nature of offenses warrants omission of elements of progressive discipline or immediate suspension or discharge. The employer will use written notices for disciplinary warnings, reprimands, suspensions and discharge. Copies of these notices shall be provided to the employee at the time formal disciplinary action is taken or shortly thereafter. The employee shall sign such notices to indicate that the employee has seen and comprehends the gravity of the disciplinary action. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the action.
- 15.2 An investigation will be conducted prior to formal discipline or discharge for just cause. Except in cases where the nature of the offense or cumulative nature of offenses warrants immediate action, the employee will be notified of meetings to investigate possible disciplinary action. The employee may request that a Union representative or shop steward be present during any investigatory meeting which may lead to discipline. If the representative or steward of choice is not readily available, the employee will be asked to choose another representative or steward who is available. All parties agree to make all reasonable efforts to meet, investigate and to complete and provide any subsequent written disciplinary notices to the affected employee within forty-five (45) calendar days from the date the Employer became aware of the event, incident or practice that gave rise to the discipline.
- 15.3 An employee may request to remove a written warning more than one (1) year old from the employee's file and it will be removed if the Superintendent agrees. Written warnings more than three (3) years old will be removed from an employee's file at the request of the employee to the Superintendent.

ARTICLE XVI – INSPECTION PRIVILEGES

- 16.1 Union Representatives of the bargaining unit shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the District's working schedule. As a matter of courtesy, and in the interests of maintaining school and workplace safety, union representatives shall inform the worksite supervisor when entering District facilities.

ARTICLE XVII – WAGES AND WORKING CONDITIONS

- 17.1 All trips are described and paid in accordance with Appendix A, attached to this agreement.
- 17.2 If a driver is required to attend a conference involving student discipline, the driver will be paid at the regular rate of pay. In addition, employees required to attend training classes shall be compensated at their regular rate of pay.
- 17.3 Call-in time shall be paid for at the rate of not less than two (2) hours per call. A “call-in” is when the employee is called back to work to perform work for time that is not contiguous with an existing shift (not an extension of time added to an existing shift or run). The Employer may assign work to the employee during this paid time.
- 17.4 Any time a run is changed from the original hours and the hours are increased, or decreased by fifteen (15) minutes or more, it shall be posted for bid and awarded by seniority.

Any changes or adjustments in the runs after school starts are to be completed prior to the last two (2) school days in September. Runs will be posted at least two (2) school days prior to the end of September and then re-bid by seniority no later than the last school day of September. Any changes will be effective on the first school day in October. Any permanent vehicle changes made after the bidding process will be subject to rebid of all affected runs, except for vehicle changes due to efficiency (e.g., passenger capacity, mileage) or mechanical reasons. If the time of a run varies fifteen (15) minutes from the original estimate, the Transportation Supervisor will go on the run with the driver to determine the reason for any differences.

Bid notices will include established beginning and ending time, including layover time, if any is included. A copy of the bid notice will be given to the District office and Driver after the routes have been awarded.

- 17.5 No driver may change runs during the year, unless the time increases, or the driver requests less hours for personal reasons.

If a senior transportation employee's regularly scheduled hours are reduced by one quarter (1/4) hour or more per day during the school year, then the senior employee has the right to bump a junior employee with more hours.

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- 17.6 A driver shall be scheduled for at least two (2) hours of driving and cleanup time per a.m. and p.m. shift; any other shift will be scheduled a minimum of two (2) hours. All drivers will be granted 1 hour per month for washing buses (interior and exterior).**

A bus washing list will be created and posted to the board. Bus drivers may add their name to the list or remove their name from the list on a daily basis. If a driver doesn't want to wash their bus, the driver may post the driver's bus washing work and that work will be offered from the bus driving list by seniority. If nobody is available to do the bus washing from the list the driver of the bus will be responsible for the bus washing work. Spare buses that are used on a regular basis will be posted individually on the bus washing list for monthly washing as well.

- 17.7 Layover: When any employee is assigned two shifts within a twenty four (24) hour period and there is one hour or less between these work assignments, the District shall pay this layover time at the employee's regular rate of pay.**

- 17.8 Should the District have need for extra casual workers to do bargaining unit work, said work shall be offered to bargaining unit employees first. Summer casual employment will be posted and mailed to all non-working employees. Bidding will be by bargaining unit seniority.**

- 17.9 Employees will be credited with years of service when transferring within the District, including wages and benefits. New hires or returning employees will be granted credit for previous work experience in the same type of job. The determination as to whether experience qualifies is to be made by the Superintendent. Classified employees may make recommendations to the Superintendent. Seniority will not transfer.**

- 17.10 A. Bus drivers are responsible for safely operating buses and seeing that they are properly maintained in good working order. Drivers shall not be responsible for personal property of others left on buses. Further, they (bus drivers) shall instruct passengers to remove all personal property, when departing from the bus. The District shall insure that employees enforce District Policy and Student Handbook Rules concerning personal property.**

- B. The District will make every effort to provide a paraeducator for all developmental preschool bus runs.**

- C. Video cameras are a tool to assist bus drivers in monitoring students on the bus. The purpose for surveillance is to provide security for students, staff, and district property. If a video is pulled for review, the bus driver will be informed of the viewing and given an opportunity to view the same video.**

- D. Drivers will be kept informed of any student discipline resulting from conduct on their bus.**

- 17.11 The District shall allow at least fifteen (15) minutes custodial services each day for the Transportation Lounge. This assignment shall be bid on a seniority basis and will be paid at bus driver rate of pay. The District shall provide appropriate cleaning supplies and**

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materials. When the regular driver is unable to fulfill the required time even for one day, the time will be immediately posted bid for regular drivers on a substitute basis.

17.12 Any and all runs being posted for bid or being rebid as provided under 17.4 shall be posted for forty-eight (48) hours prior to being awarded. The District shall keep a written record of all runs awarded through the bid process. During this period the District shall staff the posted position in accordance with Appendix A.

- A. Trips being posted late and not within the forty-eight (48) hour time frame, shall be awarded by 4:00 p.m. the day before the trip departs.
- B. Trading of extra curricular bid runs is allowed on trips leaving the same day. A driver cannot give up one trip to sign for another, during the same work week, after it has been closed. If a driver is not able to take an assigned trip, it will go to the next senior driver who has signed up for trip. If an extra bus is needed on a trip, it will go to the next senior driver who signed the bid slip, if time allows. If not, an emergency run will be posted.
- C. Any and all non-driving work for transportation employees will be posted for bid in compliance with Section 17.4. If criteria other than seniority shall apply, such criteria will be clearly stated in writing on the posting. Any such posting requiring skills and/or qualifications shall be filled with the most senior qualified applicant.

17.13 These records shall include:

- 1. Date and Time the run was posted.
- 2. Date and Time the run was awarded.
- 3. Name of Driver being awarded the run.
- 4. The Bus Supervisor and the Driver being awarded the run shall sign and date this record. A copy shall be posted in the Drivers Lounge.

17.14 The District agrees to pay for the cost of physical exams for drivers up to a maximum of one hundred dollars (\$100.00) if the cost of the exam is not covered by the driver's medical insurance. The employee shall select the doctor, however the doctor must be from the list of CDL approved practitioners provided to the District by the state. New hires shall be reimbursed for this cost after completion of the probationary period. Drivers shall be paid up to two (2) hours for time spent obtaining their required DOT physical.

The District shall pay the cost of the renewal of an employee's abstract and CDL endorsement.

Employees who are required to take a drug test by the District, or as a condition of renewing a CDL required by the District, shall be compensated for the time spent traveling to and from the testing facility and the time spent taking the drug test. This time shall be

compensated at the employee's regular hourly rate of pay, and shall in no case exceed two (2) hours.

- 17.15 The District shall assess employee training needs and provide a minimum of three (3) hours of inservice training during each year of this Agreement. This training will be conducted by a qualified inservice instructor and employees attending shall be compensated at their regular rate of pay.

17.16 State Inservice:

State Inservice for driver's permits will be scheduled and all drivers notified, in writing, before the end of July. State Inservice hours will be scheduled to occur prior to Labor Day, and Labor Day will be considered a paid holiday under Section 7.3. State mandated hours will not be used for staff development, as defined under Section 17.15. The District shall continue to offer opportunities for a bargaining unit employee to become certified and become the in-house driver trainer.

17.17 Meetings:

All drivers will be notified, in advance, of any scheduled meetings.

- 17.18 All drivers will be paid a minimum of two (2) hours before the starting of the school year for the purpose of the maintenance of their buses and learning of runs. When a driver bids a new run during the year, the driver will be allowed one (1) hour to learn the new route. All drivers will be paid two (2) hours at the end of the school year to deep clean buses and provide lists of maintenance concerns to the mechanic.

If such meetings or inservice as described in Sections 17.16 (State Inservice) and 17.17 (Meetings) are required, then employees shall be paid for the time. Attendance is voluntary at meetings scheduled by an employee and a supervisor to occur outside of regularly scheduled working hours to discuss pending grievances or other District-Union business and the District shall not compensate employees for attendance at meetings. When a supervisor requires employee attendance at a meeting outside of regularly scheduled working hours to discuss pending grievances or other District-Union business, the employee shall be compensated at the appropriate hourly rate (including overtime, weekend, or holiday rates if applicable).

17.19 Early School Closure:

Employees shall be paid a minimum of three (3) hours in the event of an early school closure.

17.20 Down-Time:

Under normal circumstances, three (3) minutes of down-time shall be scheduled between regular bus runs.

17.21 Scheduling:

Prior to the beginning of the new school year, all scheduled changes shall be made and shall be posted two (2) days prior to the bid date. The bid date shall be scheduled to occur at least one week prior to the first day of school. These runs shall be awarded by seniority. The transportation supervisor will be allowed to bid for a driver that is absent by consent of the driver.

17.22 No current bargaining unit position will be subcontracted without first negotiating the decision and the effects of the decision with the Union pursuant to RCW 41.56.

17.23 A maintenance or mechanic employee's lost or broken personal tools, which are not covered by warranty, shall be replaced upon approval of the employee's supervisor. Any tool determined necessary by the District that is unique or special to the equipment being worked on will be purchased by the District and maintained in the inventory of District-owned tools, unless the employee chooses to purchase the tool initially for their own personal collection of tools.

ARTICLE XVIII – WORKING HOURS AND WAGES

18.1 The normal work week shall begin at 12:00 a.m. on Mondays, and consist of five (5) consecutive work days, Monday through Friday, followed by two (2) days of rest (Saturday and Sunday) except those employees designated by the District who regularly work on Saturday and Sunday, whose normal work week shall consist of five (5) consecutive work days plus two (2) days of rest which shall be treated as their Saturday and Sunday in that order. Each employee will usually be assigned in advance to a definite shift designating beginning and ending times. The Employer agrees to make only such changes in the employee's work schedule as may be necessary by emergency or unusual situations.

18.2 All hours compensated in excess of forty (40) hours per week, or on the sixth (6th) consecutive day shall be paid at the overtime rate of one and one-half (1 1/2x) times the regular hourly rate. All time compensated on the seventh (7th) consecutive day shall be paid at double time (2x) the regular hourly rate. The bus driver general job classification waives the overtime provision for the 6th and 7th consecutive work day(s). No driver shall be allowed to bid on a bid run that will place the driver over forty (40) hours of work in a seven consecutive day period unless no other employee has volunteered for the run.

18.3 Employees who work on a holiday recognized within this agreement shall be paid for all hours worked at two (2x) times their regular rate of pay in addition to that employee's regular holiday pay.

18.4 All overtime pay will be compensated on the next month's pay warrant. All overtime hours must be approved in advance by the employee's immediate supervisor.

18.5 All overtime hours will be offered first to regular bus driver employees before being offered to substitutes.

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- 18.6 Each employee shall be scheduled for at least a thirty (30) minute unpaid lunch during an eight hour work day. If such lunch is interrupted, the employee shall have the interrupted time rescheduled for continuing the lunch later that day. The employee may adjust the employee's work, if possible, to allow for the resumption of the lunch. If the employee is unable to resume such lunch later that day, the employee will be paid for the missed lunch time.
- 18.7 Bus drivers requested to work the full shift of the router/scheduler shall be compensated one dollar (\$1.00) an hour in addition to their regular rate of pay.
- 18.8 **EXTRA HOURS AND PAY:** All bargaining unit employees shall be paid on a twelve (12) month basis. Increases or decreases in hours shall be reflected in readjustments to benefits when benefits are pooled on a monthly basis.
- 18.9 For the 2022-23 school year, the Salary Schedule rates on Appendix B have been increased by 8% above the 2021-22 rates. For the 2023-24 and 2024-25 school years, the Salary Schedule rates on Appendix B shall be increased each year by the inflationary adjustment to classified employee funding formulas funded by the state or 4%, whichever is higher.
- 18.10 Employees who work less than their regularly scheduled time on early release days are allowed to complete additional work or training opportunities. A standing list of approved additional work shall be provided to employees, or employees may seek pre-approval for other proposed work.
- 18.11 All pay warrants shall be directly deposited into a bank account identified by the employee.
- 18.12 The District shall reimburse each mechanic and grounds employee up to \$140 per year for safety shoes and/or clothing.
- 18.13 The Router/Scheduler shall be scheduled to work three hours per day at the router/scheduler rate before, between or after runs. Additionally, the Router/Scheduler shall be paid at router/scheduler rate for additional work necessary to meet District needs that extend beyond the three hours per day (e.g., calls outside regularly-scheduled hours, state report, field trip scheduling, August route development and re-routing in September).
- 18.14 Reimbursements submitted by the 10th of the month will be paid on the last business day of that month. All reimbursements must be submitted by the last business day of the month following the month in which the expense was incurred.
- 18.15 Timesheets submitted by the 10th of the month will be paid on the last business day of that month. All timesheets must be submitted by the last business day of the month following the month in which the time was worked.
- 18.16 Employees requested to work a position regularly filled by a higher classification employee when school is in regular or summer session shall receive compensation in the higher classification according to the employee's incremental step. Employees requested to work a position regularly filled by a lower paid classification employee when school is in regular or summer session shall receive compensation at the employee's regular rate. Employees

directed or authorized to stay late to finish work in the regular classification shall be paid at the overtime standard applicable to the employee's regular position.

18.17 Job Sharing

Job sharing will be permitted on supplemental runs such as middays or summer runs. A driver who bids on and is awarded such supplemental run may choose to put up for bid up to two (2) consecutive days either at the beginning or end of the work week. These days will be bid by other drivers. Once bid, the two (2) drivers will work the days awarded for the remainder of the school year (or summer for a summer run).

18.18 Retiree Substitute Bus Driver

If the District chooses to hire as a substitute bus driver a former employee who retires from the Dieringer School District after completing at least five (5) years of service for the District, the substitute driver will be compensated at the current hourly rate for the step on the salary schedule that the driver was placed at the time of retirement. Such substitute drivers must continue to meet all of the current requirements under District policies and state and federal laws for driving a school bus. As with other substitute drivers, the employee will not accrue seniority.

ARTICLE XIX – DURATION

19.1 This Agreement shall be in full force and effect from September 1, 2022, to August 31, 2025. This agreement may be reopened by mutual agreement.

The parties hereto have executed this agreement this _____ day of _____, 2022.




Michael Farmer
Superintendent



Julie Rogel
Field Representative

10/4/2022
Date

10.3.2022
Date



Megan Bearor
Board Chair

10/5/2022
Date

APPENDIX A – BUS DRIVERS – DEFINITION OF TERMS

1. a. **REGULAR RUNS:**
To and from school trips, including Kindergarten and mid-day trips, may be a.m. or p.m. or both and shall be bid by seniority at the beginning of each school year, or as posted. Time to include thirty (30) minutes cleanup. Runs extending beyond the Dieringer school year will be offered on a seniority basis, to be bid on regular bid day as posted. Also to include school breaks. Runs starting before Dieringer school year will be bid on a seniority basis, to be bid on regular bid day as posted.
- b. **EXTRA-CURRICULAR RUNS/FIELD TRIPS:**
Extra-curricular runs and field trips shall be posted no earlier than two (2) weeks prior to departure and no later than five (5) days prior to departure. Runs will remain posted for forty-eight (48) hours prior to being awarded by seniority. The time will include thirty (30) minutes of cleanup. Exceptions shall be made under unusual circumstances, such as canceled games or last minute field trips.

Anytime an extra-curricular run\field trip is canceled, the driver shall be assigned back to the driver's regular run, if possible. If that reassignment is not possible, the driver shall be guaranteed a minimum of two (2) hours pay, provided that the District reserves the right to assign CB radio and telephone monitoring or other driving work to the driver during those hours. If not so assigned, the driver shall still be paid for the two (2) hours. If the driver decides not to accept the assigned work, then the driver forfeits pay. The driver shall also have the right to drive the canceled run or trip when it is rescheduled, rather than having it rebid.
- c. All trip requests will be provided to the Router/Scheduler at least three (3) weeks in advance of the trip, if possible.
- d. All hours on the trip shall be paid at the applicable driver rate, provided an employee may request and be approved to go off the clock for a specific pre-determined amount of time while waiting for the event to conclude (except for sleeping time on overnight trips).
- e. For a trip or run that needs to be covered without sufficient time for the 48 hour posting in paragraph b above, the Transportation Supervisor shall attempt to assign the work to the most senior available driver.
2. a. **ACTIVITY-RUNS:**
Late runs for regular students, who remain after school, will be set according to need and shall be posted and bid at the beginning of the school year and awarded by seniority. Drivers shall be compensated at not less than one (1) hour assigned work.
- b. If an activity run is not canceled prior to 12:00 p.m. of the scheduled day of the run, the employee assigned to said run will be paid full wage at the appropriate salary schedule.

3. **EXTENDED-RUNS:**

Any add-on to another run. The add-on may be at the beginning or end of run. Such add-ons will be pre-planned, whenever possible.

Pay: Trip time that is added plus cleanup if needed.

4. **INSERVICE OR CONFERENCE DAY RUNS:**

Usually, regular morning runs traveled in reverse in the middle of the day.

Pay: Trip time or call in time if the inservice run does not extend into a regular run. The regular run of the afternoon is deducted if not made and the time above is added.

5. **EMERGENCY-RUNS:**

Any run which must be filled on an emergency basis. An emergency will be defined as an unforeseen and/or uncommon event that necessitates immediate action/work. Employee to be selected at the discretion of the Transportation Supervisor. The pay is call-in time or run/trip time plus cleanup and pre- and post-trip time if necessary.

6. **OVERNIGHT RUNS:**

Overnight runs are described as those runs in which the driver is away overnight and housed out of the District. Such runs will be on a negotiated basis and will be a flat amount. The negotiated amount will be stated on the posting. Such payment will be subject to withholding tax, social security, retirement, etc. The District will pay for lodging and meals for such overnight runs at a negotiated rate. Employees reserve the right to refuse any overnight runs.

Pay rates and overtime provisions shall not apply to this section.

7. **OUTSIDE CONTRACT RUNS:**

A bus driver may contract with a school sponsored club to drive an activity run that is sponsored by the club using a school bus. Contract runs shall be posted and bid on seniority.

Pay rates and overtime provisions shall not apply to this section.

8. **WEEKEND RUNS:**

A run scheduled on a weekend shall be posted and bid on seniority. Runs shall be posted on a regular forty-eight (48) hour posting.

9. **CALL-IN-RUNS:**

A call-in run is when an employee has to return to work for a run other than a regularly assigned run. Section 17.3 applies for pay purposes.

APPENDIX B – SALARY SCHEDULE 2022-23 (8%)

Classification	Sub	1-3 yrs.	4-9 yrs.	10-14 yrs.	15-19 yrs.	20+ yrs.
Bus Driver/Asst. Mech.	\$27.09	\$27.64	\$28.02	\$29.26	\$29.83	\$31.34
Transp. Shop Foreman	\$37.55	\$38.32	\$38.66	\$40.36	\$41.17	\$43.23
Head Mechanic	\$35.45	\$36.17	\$36.47	\$38.13	\$38.89	\$40.86
Mechanic	\$32.78	\$33.45	\$33.70	\$35.16	\$35.88	\$37.67
Head Custodian – Days	\$24.01	\$24.49	\$24.63	\$25.77	\$26.29	\$27.60
Custodian	\$23.49	\$23.97	\$24.08	\$25.17	\$25.66	\$26.96
Summer Helper	\$14.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Head Grounds /Maintenance	\$30.63	\$31.26	\$32.37	\$33.78	\$34.45	\$36.18
Grounds/Asst. Maint.	\$26.91	\$27.45	\$27.65	\$28.88	\$29.49	\$30.96
Scheduler/Router	\$30.91	\$31.55	\$31.92	\$33.26	\$33.93	\$35.63
Driver Trainer	\$30.91	\$31.55	\$31.92	\$33.26	\$33.93	\$35.63

Increment Steps shall be granted at the beginning of the service year. An employee must have been an employee on or before February 1 of the previous school year to be granted one year of experience. No current employee will be paid at a lower step because of this provision.

APPENDIX C – WHAT DOES “JUST CAUSE” MEAN?

Arbitrators have articulated many definitions and explanations of “just cause” over the years, including, but not limited to the following seven tests:

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

APPENDIX D – WHAT IS A “SERIOUS HEALTH CONDITION”?

The District follows federal law in determining whether a medical condition qualifies as a serious health condition. The US Department of Labor defines “serious health condition” in the Family and Medical Leave Act (FMLA) regulations, 29 C.F.R. 825, as follows:

29 CFR §825.113 Serious health condition.

(a) For purposes of FMLA, *serious health condition* entitling an employee to FMLA leave means an illness, injury, impairment or physical or mental condition that involves inpatient care as defined in §825.114 or continuing treatment by a health care provider as defined in §825.115.

(b) The term *incapacity* means inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.

(c) The term treatment includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.

(d) Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not serious health conditions unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness or allergies may be serious health conditions, but only if all the conditions of this section are met.

29 CFR §825.114 Inpatient care.

Inpatient care means an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity as defined in §825.113(b), or any subsequent treatment in connection with such inpatient care.

29 CFR §825.115 Continuing treatment.

A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

(a) *Incapacity and treatment.* A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(1) Treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

(2) Treatment by a health care provider on at least one occasion, which results in a regimen

Memorandum of Understanding

By and Between

Dieringer School District

And the International Union of Operating Engineers Local 302

This Memorandum of Understanding (hereinafter called "Memorandum" or "MOU") is entered into between the Dieringer School District ("District"), and the International Union of Operating Engineers Local 302 ("Union").

WHEREAS the Dieringer School District employs IUOE 302 employees in the Custodial, Maintenance, and Transportation bargaining units.

WHEREAS Article 10.7 Family Illness and Bereavement Leave of the 2022-2025 Contract Bargaining Agreement specifically addresses that "spouse or significant other" is approved for use of family illness leave but is not addressed in the next section of Bereavement Leave entitlement of this article.

Therefore, the parties stipulate and agree to include "spouse and/or significant other" under the terms of Bereavement Leave entitlement. Effective October 14, 2022.

Dated this 14th day of October, 2022.


Michael Farmer, Superintendent
Julie Rogel, Union Business Agent

MEMORANDUM OF UNDERSTANDING
Between Dieringer School District and the International Union of
Operating Engineers, Local 302.

The purpose of this memorandum of Understanding is to commemorate in writing an agreement between Dieringer School District and the International Union of Operating Engineers Local 302 (Union) regarding:

Field Trip and Activity Run Language

RECITAL:

1. During the term of the current collective bargaining agreement, it came to the attention of both parties that the contract contains language that may hinder schools' ability to properly schedule events and activities that require student transportation. The specific language in question was in regard to the length of posting for extra curricular and field trip runs.

AGREEMENT

In an effort to resolve the above issue the parties of this MOU agree to the following. The language in Appendix A, paragraph B shall be changed to read.

Extra-curricular runs and field trips may be posted as soon as they are requested by the school site, and no later than five (5) days prior to departure. Runs will remain posted for forty-eight (48) hours prior to being awarded by seniority. Drivers retain the right to remove themselves from the bid or switch to another extra-curricular run or field trip up until the bid closes.


The run time will include thirty (30) minutes of cleanup. Exceptions to the thirty minutes of clean up shall be made under unusual circumstances, such as canceled games or last minute field trips. Anytime an extra-curricular run\field trip is canceled, the driver shall be assigned back to his/her the driver's regular run, if possible. If that reassignment is not possible, the driver shall be guaranteed a minimum of two (2) hours pay, provided that the District reserves the right to assign CB radio and telephone monitoring or other driving work to the driver during those hours. If not so assigned, the driver shall still be paid for the two (2) hours. If the driver decides not to accept the assigned work, then the driver forfeits pay. The driver shall also have the right to drive the canceled run or trip when it is rescheduled, rather than having it rebid.

The terms of this MOU shall become effective upon signature by all parties below.

1. All other terms of the current collective bargaining agreement between the parties shall remain in full force and effect.
2. Nothing in this MOU shall set any precedent for future actions of the parties.
3. This MOU expires at the end of the term of the 2022-2025 Collective Bargaining Agreement.

Dieringer School District

International Union of Operating
Engineers, Local 302

 2/13/2023

Michael Farmer
Superintendent

Date

For: Dieringer School District

 2/13/23

Julie Rogel

Date

Field Representative

For: The Union Local 302