

# **AGREEMENT**

between the

**Board of Directors  
Tacoma School District No. 10  
and the**

**International Union of  
Operating Engineers, Local 302  
(Bus Drivers)**

**September 1, 2020 - August 31, 2024**

**Tacoma, Washington**

# **BOARD OF DIRECTORS**

**Elizabeth Bonbright, President**

**Lisa Keating, Vice President**

**Enrique Leon**

**Korey Strozier**

**Chelsea McElroy**

# **SUPERINTENDENT**

**Joshua J. Garcia**

**Tacoma School District No. 10**

**P.O. Box 1357**

**Tacoma, WA 98401-1357**

**(253) 571-1000**

**International Union of Operating Engineers, Local 302**

**(Bus Drivers)**

**18 E Street SW**

**Auburn, WA 98001**

**(253) 351-9095**

**(800) 573-3082**

TABLE OF CONTENTS
-------------------

PREAMBLE .....	1
ARTICLE I. DEFINITIONS AND RECOGNITION .....	1
Section 1.    Definitions.....	1
Section 2.    Recognition and Unit Designation.....	2
ARTICLE II. MANAGEMENT RIGHTS .....	3
Section 3.    Management Rights .....	3
ARTICLE III. GENERAL CONTRACT PROVISIONS .....	3
Section 4.    Grievance Procedure.....	3
Section 5.    Negotiation Procedures.....	5
Section 6.    Union Security .....	5
ARTICLE IV. SALARIES, HOURS AND BENEFITS .....	6
Section 7.    Wages.....	6
Section 8.    Hours of Work .....	9
Section 9.    Holidays .....	10
Section 10.   Vacations.....	11
Section 11.   Insurance Benefits.....	11
Section 12.   Travel Allowance.....	11
Section 13.   Damage to Vehicle.....	11
Section 14.   Payroll Deductions.....	12
ARTICLE V. GENERAL CONDITIONS.....	15
Section 15.   Program Procedures .....	15
Section 16.   Personnel Files .....	17
Section 17.   Additional Assignments.....	17
Section 18.   Sport and Field Trips .....	18
Section 19.   Terms, Conditions and Procedures for Summer Work.....	20
Section 20.   Seniority .....	22
Section 21.   Bidding for Routes .....	23
Section 22.   Probation .....	25
Section 23.   Certification .....	25
Section 24.   Layoff and Recall Procedure .....	25
Section 25.   Employee Performance/Probation .....	26
Section 26.   Discipline and Dismissals .....	28
Section 27.   Leaves .....	29
ARTICLE VI. REGULAR SUBSTITUTE BUS DRIVERS.....	37
Section 28.   Substitute Bus Driver Provisions .....	37
Section 29.   Substitute Bus Driver Performance Appraisals .....	38

ARTICLE VII. FURTHER PROVISIONS .....	39
Section 30. Agreement Clause.....	39
Section 31. Savings Clause.....	39
Section 32. Copies of Agreement Clause .....	40
Section 33. Labor Management .....	40
Section 34. Duration Clause .....	40
Section 35. Bulletin Boards .....	40
Section 36. Notification of New Hires.....	41
 AGREEMENT .....	 42
 Appendix 1 - Bus Driver Salary Schedule .....	 43
 Appendix <u>2</u> . - Letter of Requirement .....	 44

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43

**PREAMBLE**

The following articles of this Agreement constitute an agreement by and between the Board of Directors of Tacoma School District No. 10, hereinafter called the "Board" and the International Union of Operating Engineers, Local 302 (Bus Drivers), hereinafter called the "Union."

The parties hereto agree as follows:

**ARTICLE I. DEFINITIONS AND RECOGNITION**

**Section 1. Definitions**

1. Board: Board of Directors of Tacoma School District No. 10.
2. District: Tacoma School District No. 10.
3. Employee: Any employee of the District covered by this Agreement.
4. Superintendent: Superintendent of Schools of Tacoma School District No. 10. or designee.
5. Union: International Union of Operating Engineers, Local 302 (Bus Drivers).
6. Regular Bus Driver: A regular bus driver is an employee who is permanently assigned to a bid route.
7. Substitute Bus Driver: A substitute bus driver is an employee who replaces a regular bus driver on a daily basis. Substitute drivers must be available from 5:30 a.m.-6:00 p.m. on a daily basis.
8. Cover Driver: A regular bus driver position that is bid on and is used to cover daily work per the needs of the District. Start time and driver assignment will be assigned daily by the Dispatcher. The District will maintain a minimum of two (2) Cover Drivers.
9. Feasible: Capability of equipment (capacity, lift, etc.), location of equipment, cost to the District (except for the hourly rate of pay), and seniority of driver.
10. Qualifications: Each bus driver must meet all State standards for school bus drivers; must know how and where to add fluids to District buses; be able to drive any District bus in city driving; be able to meet the transportation needs of

1 medically fragile students and students with other disabilities, including  
2 securing students in the bus using equipment like safety vests or wheelchairs;  
3 and be able to read and follow route cards, maps, and street indexes.  
4

- 5 11. Route: A route is comprised of specific runs.  
6  
7 12. A run is any segment of time required to transport students, has an established  
8 beginning and ending time, and is expected to be driven on a regular basis.  
9  
10 13. Bid Route: The bus and the prearranged schedule and hours on which regular  
11 bus drivers bid.  
12  
13 14. Driver Dispatcher and Field Trip Coordinator: An employee permanently  
14 assigned to one of these positions, working a twelve (12) month schedule.  
15  
16 15. Route Driver Trainer: A route driver trainer is a regular bus driver who is  
17 permanently assigned to a bid route and assists as needed with driver training  
18 activities.  
19  
20 16. Vehicle Service Attendant: A vehicle service attendant is a regular bus driver  
21 who is permanently assigned to vehicle service duties.  
22  
23 17. Open Route: a route that has not been bid on by a regular driver.  
24  
25 18. To - From Work Assignment: The responsibility of drivers to transport students  
26 from home to school or school to home.  
27

## 28 **Section 2. Recognition and Unit Designation**

- 29  
30 1. Recognition: The Board recognizes the Union as the exclusive representative of  
31 all employees in the bargaining unit described in Section 2 with respect to  
32 wages, hours and working conditions and other conditions of employment.  
33  
34 2. Bargaining unit: The bargaining unit to which this Agreement is applicable is  
35 composed of all regular bus drivers, bus driver dispatcher, field trip coordinator,  
36 all substitute bus drivers, route driver trainers and vehicle service attendants in  
37 the District.  
38  
39  
40  
41  
42  
43

1  
2  
3 **ARTICLE II. MANAGEMENT RIGHTS**

4 **Section 3. Management Rights**

- 5 1. The right to make reasonable rules and regulations shall be considered  
6 acknowledged functions of the District. In making rules and regulations related  
7 to personnel policies, procedures, and practices, and matters of working  
8 conditions, the District shall give due regard and consideration to the rights of  
9 the International Union of Operating Engineers, Local 302 and the employees,  
10 and to the obligations imposed by this Agreement.  
11
- 12 2. It is agreed that the customary and usual rights, powers, functions, and authority  
13 of management are vested in management officials of the District. Included in  
14 these rights in accordance with applicable laws and regulations are the right to  
15 direct the work force; the right to hire, promote, retain, transfer, and assign  
16 employees in positions; the right to suspend, discharge, demote, or to take other  
17 disciplinary action against employees; and the right to release employees from  
18 duties because of lack of work or other legitimate reasons. The District shall  
19 retain the right to maintain efficiency of the District operation by determining  
20 the methods, the means, and the personnel by which such operations are  
21 conducted.  
22

23  
24 **ARTICLE III. GENERAL CONTRACT PROVISIONS**

25  
26 **Section 4. Grievance Procedure**

27  
28 If an employee considers that this Agreement has been violated, the employee shall use  
29 the following procedure to resolve the grievance:  
30

- 31 1. Informal Step: The aggrieved employee or their union representative shall meet  
32 with the immediate supervisor within thirty (30) calendar days following the  
33 date of the last occurrence of the grievance to resolve the grievance. Every  
34 effort should be made to resolve the grievance informally; however, if the  
35 grievant does not feel the issue will/can be resolved informally they may  
36 proceed to Step 1. For terminations, the District and the Union may mutually  
37 agree to move the grievance to Step II.  
38

39 The immediate supervisor will make a decision at that time or will respond in  
40 writing within seven (7) calendar days following the informal meeting.  
41

- 42 2. Step I: In the event the grievance is not satisfactorily resolved in the Informal  
43 Step, the aggrieved employee and the union representative shall, within fourteen

1           (14) calendar days following the date of failure to resolve it in the Informal  
2 Step, present the grievance in writing to the Director of Transportation.

3  
4           The Director of Transportation or designee will meet with the aggrieved  
5 employee and union representative within fourteen (14) calendar days following  
6 receipt of the grievance.

7  
8           Within ten (10) calendar days following the meeting, the Director of  
9 Transportation or designee, shall respond in writing to the employee with a copy  
10 to the Union.

- 11  
12       3.   Step II: In the event the grievance is not satisfactorily resolved in Step I, the  
13 aggrieved employee and the Union shall, within fourteen (14) calendar days  
14 following the date of the Step I written response, present the grievance in  
15 writing to the Superintendent or designee, with a copy to the Assistant  
16 Superintendent of Human Resources.

17  
18           Within fourteen (14) calendar days following receipt of the grievance, the  
19 Assistant Superintendent or designee, shall arrange a meeting(s) between both  
20 parties in an attempt to resolve the grievance. The District will respond in  
21 writing, within seven (7) calendar days of the date of the meeting.

- 22  
23       4.   Step III: In the event the two parties cannot arrive at a satisfactory resolution to  
24 the grievance, the Union may request binding arbitration on any grievance  
25 related to violation of this Agreement. If the Union determines to seek binding  
26 arbitration, it shall, within fourteen (14) calendar days following the date of the  
27 Step II written response, submit a request for a list of at least five (5) arbitrators  
28 from the Federal Mediation and Conciliation Service unless other arrangements  
29 are agreed to between the District and the Union. The parties will determine the  
30 arbitrator from this list by alternately striking a name from the list. The  
31 arbitrator's decision will be in writing and will set forth the finding of fact,  
32 reasoning and conclusions. The arbitrator will be without power or authority to  
33 make any decision which is outside this Agreement.

34  
35           The decision of the arbitrator will be submitted to the District and the Union and  
36 will be final and binding upon the parties. The costs of the arbitrator will be  
37 borne equally by the District and the Union, and each will bear its own attorney  
38 fees and costs.

- 39  
40       4.   The time limits specified within this grievance procedure may be extended by  
41 mutual agreement of the District and the Union.  
42  
43



1 **Section 5. Negotiation Procedures**

- 2 1. This Agreement will be open for negotiations no earlier than ninety (90) days  
3 and no later than sixty (60) days prior to the termination date of this Agreement  
4 unless the parties agree to a different timeline.  
5
- 6 2. Each party to this Agreement will exchange the specific language for their  
7 proposed changes at the first negotiation meeting, unless the Union and the  
8 District mutually agree in advance to an alternate format.  
9
- 10 3. Negotiations shall be conducted at mutually agreeable times.  
11
- 12 5. Every effort will be made to complete negotiations by August 31, except when  
13 extended by mutual consent of the parties.  
14

15 **Section 6. Union Security**

16  
17 Upon written authorization, the District agrees to deduct membership dues from an  
18 employee's payroll and forward said dues promptly to the Union. All enrollments and  
19 cancellations shall be handled by the appropriate officers of the Union. Cancellation of  
20 dues must be received in the Finance Department directly from the officers of the Union.  
21 The District will end dues deductions from an employee's payroll as soon as possible  
22 upon receipt of the notice of cancellation.  
23

24 The union representative(s) will have access to all places where employees covered by  
25 this Agreement are employed. It is understood between the parties that this right shall not  
26 infringe or otherwise negatively impact the operations of the employer.  
27

28 The Union may be represented by Shop Stewards. Stewards may be selected in such a  
29 manner as the Union may determine. The District shall be informed in writing of the  
30 names of the Stewards. Only such Stewards shall be accorded recognition by the  
31 employer. The Steward's duties, functions and responsibilities are limited to receiving  
32 complaints from members, checking for contract violations, investigating and reporting to  
33 the appropriate representative or Local Union Business Manager.  
34

35 Hold Harmless: The Union agrees to defend, indemnify, and hold the District harmless  
36 (suits by the District excepted) against any and all claims, suits, orders, or judgments  
37 brought or issued against the District as a result of any action taken or not taken by the  
38 District pursuant to proper implementation of this section contingent upon the District's  
39 agreement that the Union shall be authorized to defend such suit through an attorney of  
40 the Union's own choosing.  
41

42 The Union will be permitted thirty (30) minutes during the first ninety (90) days of  
43 employment to meet with a newly hired bargaining unit employee to present information

1 about its status as the exclusive representative of the bargaining unit. A newly hired  
2 employee who chooses to participate in such a meeting may do so during regular working  
3 hours without loss of pay.

4  
5 Upon completion of the hiring process, the District will provide the Union with the name,  
6 address, position, and date of hire by the Board for all represented positions.

## 7 8 9 **ARTICLE IV. SALARIES, HOURS AND BENEFITS**

### 10 11 **Section 7. Wages**

- 12  
13 1. The basic wage schedule is appended as Appendix I and by this reference  
14 incorporated herein.

#### 15 16 2020-21 School Year

- 17  
18 • State pass-through percentage amount for implicit price deflator IPD  
19 increases for educational employees.  
20 • 2.0% increase applied to the salary schedule (reflected in 2020-2021  
21 salary schedule and base rate of pay).

#### 22 23 2021-2022 School Year

- 24  
25 • State pass-through percentage amount for IPD increases for educational  
26 employees.  
27 • 4.0% increase applied to the salary schedule (reflected in 2021-2022  
28 salary schedule and base rate of pay).  
29 • Eliminate the “00” Grade/Step on the Salary Schedule. Regular Drivers  
30 will be hired at Grade 01, Step 2 Eligible drivers will advance to Step 3  
31 at the beginning of their third (3rd) full year with the District.

#### 32 33 2022-2023 School Year

- 34  
35 • State pass-through percentage amount for IPD increases for educational  
36 employees.  
37 • 2.0% increase applied to the salary schedule (reflected in 2022-23 salary  
38 schedule and base rate of pay).

#### 39 40 2023-2024 School Year

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41

- State pass-through percentage amount of IPD increase for educational employees.
- 2.0% increase applied to the salary schedule (reflected in the 2023-2024 salary schedule and base rate of pay).

2. A minimum of ninety-one (91) days actual driving and/or approved paid leave between September 1 and the following August 31 each year is required to qualify for a service increment. Service increments shall be credited to eligible employees on the anniversary of their date of hire. After completion of nine (9) years of service, eligible employees will receive a ten (10) year increment of 2.50%, which will be reflected in step 9. After completion of Fourteen (14) years, eligible employees will receive a fifteen (15) year increment of 2.50%, which will be reflected in step 14. After completion of nineteen (19) years of service, eligible employees will receive a twenty (20) year increment of 3.50%, which will be reflected in step 19.

Twelve (12) month employees will qualify for a service increment for one hundred fifteen (115) or more days worked and/or paid days of leave performed between September 1 and the following August 31 annually. The service increment shall be awarded on the employee's anniversary date.

The Substitute rate shall be set at 95.0% of a Grade 01, Step 2, Bus Driver.

3. When bus drivers and substitute drivers are required by the District to attend a meeting, they shall receive a minimum of one (1) hour's pay at their regular rate while in attendance at the meeting, unless they are already in paid status.
4. Employees are to receive their regular pay or overtime as appropriate for actual time spent shuttling buses between the District facility and the repair facility.
5. An employee will be paid at time-and-one-half rate of pay for work in excess of forty (40) hours per week. Overtime shall be authorized by the Director of Transportation or designee. All hours worked shall be used to compute overtime.
6. When an employee is required to work on a paid holiday, the employee shall receive holiday pay plus time-and-one-half for the hours actually worked or minimum callback time, whichever is greater.
7. Sunday work shall be paid at double time rate.

- 1 8. When an employee is substituting for the dispatcher/field trip coordinator or  
2 vehicle service attendant, the employee will be compensated at a rate equivalent  
3 to their current hourly rate improved by five dollars (\$5.00) for the  
4 dispatcher/field trip coordinator and by three dollars (\$3.00) for the vehicle  
5 service attendant.  
6
- 7 9. The District will use a state certified driver/trainer from Tacoma School  
8 district's pool of bus drivers who are within this bargaining unit. The bus driver  
9 will bid on a route. If the driver is needed as a driver/trainer, the driver will be  
10 replaced with a substitute bus driver. The driver will be paid an additional five  
11 dollars (\$5.00) per hour for work as a driver/trainer. The District reserves the  
12 right to select the employee based on qualifications and availability; and to use  
13 qualified driver/trainers from the state or another school district if there is no  
14 qualified driver/trainer available from the District bus drivers. Management  
15 shall make every attempt to assign Driver Trainers on a rotational basis. The  
16 District shall pay all associated costs in obtaining the Driver Trainer  
17 certification and any and all costs associated with maintaining a current  
18 certificate.  
19
- 20 10. The District will use District-qualified vehicle service attendants from the  
21 District's pool of bus drivers within this bargaining unit.  
22
- 23 a. Interested drivers and substitutes must submit a letter of interest to the  
24 Director of Transportation by the last day of the school year in June. The  
25 District reserves the right to select the employees based on qualifications,  
26 availability, and ability to work with others; however, preference will be  
27 given to regular bus drivers. In the event, no regular bus drivers apply for  
28 the position, substitute bus drivers will be considered.  
29
- 30 b. The driver selected to be the Vehicle Service Attendant will maintain their  
31 status as a regular driver and receive an additional three dollars (\$3.00) per  
32 hour. They shall be expected to be responsive to vehicle service attendant  
33 requests and/or needs and may be used as a backup driver as needed. Total  
34 hours will not exceed forty (40) hours per week. This position will be  
35 automatically renewed annually unless mutually agreed upon by the District  
36 and the Union.  
37
- 38 c. The service attendant and backup service attendants will be selected by the  
39 Director of Transportation and Transportation Supervisor. Annually, a list  
40 of trained service attendants will be established for use when the regular  
41 service attendant is absent, or at the discretion of the Director of  
42 Transportation. Any minor mechanical work done by the backup service  
43 attendant shall be identified and approved by the Director of Transportation

1 or their designee. The selected Service Attendant will receive initial training  
2 to perform the expected duties. The Service Attendant can make a request  
3 for additional trainings, with determination made by Management.

4  
5 This subsection will end with the ratification of this agreement by the  
6 Union, with any incentives earned through that date being kept by the  
7 drivers who earned them.

## 8 9 **Section 8. Hours of Work**

- 10  
11 1. Hours worked shall be considered to mean all hours during which the employee is  
12 required by the District to be on its premises, in an electronic assembly or meeting, or  
13 at a prescribed workplace.
- 14  
15 2. Regular bus drivers and twelve (12) month employees shall receive a minimum of  
16 three (3) hours pay if called back outside their regular shift. Substitute bus drivers  
17 shall receive a minimum of three (3) hours pay when called to work.
- 18  
19 3. A regular bus driver shall be scheduled at least four and one-half (4 ½) hours of  
20 driving time per regular working day. Regular bus drivers will be allowed a total of  
21 fifteen (15) minutes for the initial pre-trip inspection of their bus and five (5) minutes  
22 for pre/post trip inspections as a part of their regular working day.
- 23  
24 4. Sick pay shall be paid for the amount of time that the driver has been scheduled to  
25 work that day or up to eight (8) hours should the employee choose; provided,  
26 however, no employee will be paid more than eight (8) hours.
- 27  
28 5. Drivers shall be allowed a meal period of at least thirty (30) minutes which  
29 commences no less than two hours, nor more than five (5) hours, from the beginning  
30 of the shift.
- 31  
32 6. Drivers shall be allowed a rest period of not less than ten (10) minutes for each four  
33 (4) hours of working time.
- 34  
35 7. The Driver Dispatcher/Field Trip Coordinator position shall be established as a  
36 twelve (12) month position.
- 37  
38 8. If the District is closed because of inclement weather, natural disasters or other  
39 emergencies, the drivers will not be paid. Drivers will have the option of using  
40 accrued vacation leave when the District is closed. Drivers may use up to eight (8)  
41 hours of vacation per day if their vacation balance is sufficient to cover the hours  
42 requested or they may elect to take a two (2) hour paid call-out. The day or days lost  
43 will be made up during the same school year, if possible. In no case, will days lost be

1 made up if there are no students to transport. The parties shall meet to discuss the  
2 impacts of such a situation, if and when it occurs. If the District operates on a  
3 delayed schedule, the driver shall not lose any pay. If the announcement is made  
4 after the driver reports to work, and it is after their scheduled sign on time, the driver  
5 will be paid a two (2) hour minimum call out.  
6

7 **Section 9. Holidays**

8  
9 Bus drivers are guaranteed the following thirteen (13) paid holidays:  
10

Labor Day	New Year's Eve Day
Veterans' Day	New Year's Day
Thanksgiving Day	Martin Luther King, Jr., Day
Day After Thanksgiving Day	Presidents' Day
Christmas Eve Day	Friday of Spring Break
Christmas Day	Memorial Day
	<u>Juneteenth</u>

11  
12 Employees will be paid for District-observed holidays that fall within their  
13 assigned work year. Eligible employees shall receive pay equal to their regular  
14 hourly rate. Employees who are required to work on the above-described  
15 holidays shall receive the pay due them for the holiday in addition to their  
16 regular rate of pay for all hours worked on such holidays.  
17

18 If a holiday falls on a Saturday, Friday will be a paid day off. If a holiday falls  
19 on a Sunday, Monday will be a paid day off. When a two (2) day holiday falls  
20 on a Saturday and/or a Sunday, the District will schedule days off with pay for  
21 the holiday(s) that fall on the weekend. All drivers will be paid for eight hours  
22 for the holiday.  
23

24 Twelve - (12) month employees are guaranteed the same thirteen (13) paid  
25 holidays plus the Fourth of July as authorized (total of fourteen (14) days). Days  
26 as designated on the twelve- (12) month authorized work schedule. In the event  
27 a driver works a summer run; Independence Day holiday will be considered a  
28 paid holiday.  
29

30 If the regular student school year runs beyond Independence Day, Independence  
31 Day will be a paid holiday.  
32  
33  
34  
35

1 **Section 10. Vacations**

- 2
- 3 1. A regular bus driver shall receive one (1) hour vacation pay for each eleven and  
4 one-half (11 ½) hours of straight time worked during the regular school year  
5 and summer months. The vacation pay for regular drivers will be paid on the  
6 employees July 5<sup>th</sup>, pay warrant.
- 7
- 8 2. Twelve (12) month employees:
- 9
- 10 a. For twelve (12) month employees, vacation will be earned at the rate of  
11 one (1) hour vacation pay for every eleven and one-half (11.5) hours of  
12 straight time worked during the authorized work year. For the purposes of  
13 this section, all hours paid shall be considered straight time hours worked.
- 14
- 15 b. Up to a maximum of fifteen (15) days of vacation may be deferred  
16 annually. Vacation days earned by August 31 must be taken by the  
17 following August 31.
- 18
- 19 c. In the event an employee’s vacation balance on August 31 exceeds the  
20 negotiated limit, the employee and their supervisor will submit a plan for  
21 utilization of the excess balance by December 31. The plan will be  
22 submitted to the Human Resources Department on or before September 1  
23 annually.
- 24
- 25 d. All vacation requests must be approved in advance by the Director of  
26 Transportation or designee.
- 27

28 **Section 11. Insurance Benefits**

29

30 Effective January 1, 2020, Employer shall be in compliance with applicable Washington  
31 State Law(s) related to healthcare benefits for school employees as established by the  
32 School Employee Benefit Board (SEBB) and as administered by the Washington State  
33 Healthcare Authority (HCA) and/or similar statewide jurisdictions.

34

35 **Section 12. Travel Allowance**

36

37 Employees approved by the Superintendent or designee to use their private automobile(s)  
38 to travel on school business shall be compensated at the established IRS rate. Drivers  
39 may be allowed the use of a district vehicle, when available, for required conferences  
40 and/or required training with a supervisor’s approval.

41

42 **Section 13. Damage to Vehicle**

43

1 When an employee's vehicle is damaged in a school setting or in the course of  
2 employment, the District will reimburse the employee, up to a maximum of \$1,000 per  
3 incident, for damage caused to their personal vehicle. Damage caused by the employee's  
4 negligence will not be covered. Damage to an employee's vehicle by the District, or as  
5 the result of a District action will be fully covered.

6  
7 Procedures for submitting a claim:

- 8  
9 1. Notify your supervisor and site security immediately.  
10  
11 2. Notify police and get a report or an incident/case number within forty-eight (48)  
12 hours of the event.  
13  
14 3. Complete an Employee Personal Property Loss/Damage claim form.  
15  
16 4. Attach the police report or provide the incident/case number, along with a  
17 description of the damage, and a repair cost estimate of the damage.  
18  
19 5. Employees must submit the confirmation email from the respective law  
20 enforcement agency or provide the police report number on the claim form within  
21 sixty (60) days of the date of the incident.

22  
23 Damage in excess of \$1,000 may be submitted to the employee's insurance for  
24 reimbursement.

- 25  
26 6. Parking off campus: Should the employee not be able to park in a District  
27 designated parking lot, they will immediately inform the Dispatcher of that fact so  
28 that it may be recorded. If forced to park off campus, the protections offered  
29 above will only be extended in situations where there is no onsite District parking  
30 available and if the employee has timely registered that fact with the Dispatcher.  
31 Employees who elect to park off District property for other reasons will not be  
32 afforded the protections of this section.

33  
34 **Section 14. Payroll Deductions**

- 35  
36 1. The District will deduct the monthly Union dues, and other legal deductions,  
37 from the employee's paycheck if authorized by the employee.  
38  
39 2. All bargaining unit employees will have their pay warrants deposited by  
40 automatic payroll deposit to an institution(s) of their choice.  
41  
42 3. The District will pay employees in twenty-four (24) installments on or before  
43 the 5<sup>th</sup> and 20<sup>th</sup> of each month. Should there be any changes to the payroll cycle,



1 the District will provide employees and the Union sixty (60) calendar days'  
2 notice of such changes to give the Union the opportunity to bargain the decision  
3 and effects. The wages for the regular pay warrants will have a ten (10%)  
4 percent deferral of wages at the employee's option. Employees will provide  
5 notification on the District-provided form at the beginning of each school year  
6 with their selections; provided, however, employees may change their  
7 individual percentages for the next school year by notifying the District in  
8 writing by August 23<sup>rd</sup> annually to start on the September pay warrant. The  
9 deferred wages will be paid in five (5) equal pay warrants (Dates: July 5<sup>th</sup>, July  
10 20<sup>th</sup>, August 5<sup>th</sup>, August 20<sup>th</sup>, and September 5<sup>th</sup>) unless the Union and District  
11 mutually agree in writing by November 15<sup>th</sup> annually to pay a specific amount  
12 of the deferred wages for winter break and spring break. Vacation pay for less  
13 than twelve (12) month employees will be paid in a lump sum on the July 5<sup>th</sup>  
14 pay warrant.

15  
16 The District will pay twelve (12) month employees in twenty-four (24)  
17 installments on or before the 5<sup>th</sup> and 20<sup>th</sup> of each month.

18  
19 4. During the continuance of this collective bargaining agreement, the District and  
20 the Union agree that pension benefits for each employee in the bargaining unit  
21 shall be provided through the Central Pension Fund. The District agrees to  
22 submit monthly contributions to the Central Pension Fund on behalf of all full-  
23 time bus drivers, including dispatch and field trip coordinator employees in the  
24 bargaining unit represented by the Union at the rate determined within each  
25 classification for each hour worked by or paid to each such employee.

26  
27 1. Contributions to the CPF are employee contributions and are deducted from  
28 the employee gross hourly wage.

29  
30 2. Members of the International Union of Operating Engineers may meet  
31 annually to set the employee contribution to the CPF.

32  
33 3. Contributions to the CPF, once set by the membership, will be consistent for  
34 every hour worked or paid regardless of the pay rate.

35  
36 The Union and the District hereby agree that all contributions to the  
37 International Union of Operating Engineers' Pension Fund will be funded by  
38 reductions in the wages of the Union members and will in no part be funded by  
39 contributions from the District, in accordance with the following provisions and  
40 that the District is not responsible for the performance of the Central Pension  
41 Plan:

42

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43

1. The purpose of the Central Pension Fund shall be to provide retirement benefits for eligible employees pursuant to the provisions of said Central Pension Fund. The funding of this payment, the stipulated amount of any said sum, and the designated effective dates for payment of any said sum are defined and set forth in paragraph two (2) below.

During the continuance of this collective bargaining agreement, the Employer shall pay into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, on the account of each member of the International Union of Operating Engineers, Local No. 302 Bargaining Unit, an hourly sum for every hour worked or paid.

2. **Obligation to the Fund:** The Employer and the Union agree to be bound by the respective Agreement and Declaration of Trust entered into on the date set forth herein for the Fund, namely, as of September 7, 1960, establishing the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, and by any amendments to said Trust Agreement, heretofore and hereafter adopted. The Union will annually notify the District of its intent to participate in CPF and any changes in the amount of the employee's contribution.

The Employer and Union consent to and accept the terms, conditions and provisions of the Trust Agreement and as amended, creating said Fund. The Employer and Union agree that the Trustees named in said Trust Agreement and their successors are and shall be its representative and the Employer and Union consent to be bound by the acts of said Trustees and successor Trustees made pursuant to and in carrying out the provisions of said Trust Agreement.

The total amount due for each calendar month shall be remitted in a lump sum to said Fund no later than ten (10) days after the last business day of such month.

The published salary schedule Appendix A, which shall now reflect the employees gross hourly wage, will include the following language: One dollar (\$1.00) per compensable hour is deducted from the driver's gross hourly wage, to be contributed to the Central Pension Fund. Two dollars (\$2.00) per compensable hour is deducted from the dispatcher/field trip coordinator's gross hourly wage, to be contributed to the Central Pension Fund.

1  
2  
3 **ARTICLE V. GENERAL CONDITIONS**

4  
5 **Section 15. Program Procedures**

6  
7 1. Driving Time

8 Driving time is split into morning, mid-day, and afternoon runs, with the  
9 expectation that drivers will drive as directed by management or by bid. Drivers  
10 may discuss any changes to runs with the routers, dispatchers or supervisors as  
11 needed.

12 A twelve (12) month employee may be required to drive as needed. Driving  
13 time will be considered work time and paid as part of their normal workday.

14  
15 2. Bus Storage

16  
17 The Transportation Supervisor, or designee, will approve all locations for any  
18 layover. Drivers must have all layover times approved by the Transportation  
19 Supervisor, or designee. Drivers with thirty (30) minutes or less time between  
20 runs will not be required to clock out but will be responsible for monitoring  
21 their radio and other duties as assigned.

22  
23 3. Physical

24  
25 The District will contract and pay for the bus driver's annual physical with the  
26 District's assigned physician that is required for continued employment by the  
27 State. This includes from the time the employee leaves the lot from the time  
28 they return. The District shall allow the employee use of a pool car or District  
29 vehicle, if available, for transportation to and from the facility.

30  
31 It is the employee's responsibility to maintain a current and valid Department of  
32 Transportation (DOT) Medical card and keep it on file with the State  
33 Department of Licensing (DOL) and the District.

34  
35 4. Position Openings

36  
37 Notification of any position to be filled will be posted within thirty (30)  
38 calendar days of the position becoming vacant. Any applicant may apply for  
39 the position by submitting an online application on the District's career site.  
40 The District will interview as many applicants, internal or external, as may be  
41 necessary to secure a qualified applicant for the open position. Assignments  
42 made from the substitute driver pool will be made within two (2) weeks.

1 Selection will be based on an established rating criteria determined by the  
2 District, and will be offered to the most qualified candidate.

3  
4 A copy of this job opening will be sent to the Union. This posting will remain  
5 for a period of seven (7) to twenty-one (21) calendar days.

6  
7 5. Training Class

8  
9 If the District requires an employee to take a training class, the employee will  
10 receive their regular rate of pay for the class. The District shall hold meetings  
11 which are mandatory for bus drivers to attend. The District shall hold a  
12 mandatory one (1) hour safety meeting once per month during the regular  
13 school year. Employees will receive one (1) hour of pay, unless already in a  
14 paid status. If already in a paid status, employees will remain in a paid status  
15 for the remainder of the scheduled meeting time.

16  
17 6. In-service:

18  
19 Required in-service: Annually, regular bus drivers and substitute drivers are  
20 required to attend in-service activities that are conducted by or for the Tacoma  
21 School District. Such in-service activities may include safety issues, the  
22 recertification physical, first aid certification, etc. Drivers will be paid at their  
23 regular rate for the hours they attend these in-service activities if they are  
24 beyond the duty day. Drivers attending training during their normal work hours  
25 will be paid their normal rate of pay (i.e., no additional pay for attending  
26 training during the duty day if scheduled to work those hours). The District will  
27 guarantee sixteen (16) hours of in-service training in two (2) days prior to the  
28 beginning of each school year. If sixteen (16) full hours are not able to be  
29 scheduled prior to the beginning of school, at least eight (8) hours will be  
30 scheduled. The remaining eight (8) hours will be scheduled by October 31st of  
31 that year on a Data Day. Should there be a need to make changes to in-service  
32 days, the District and Union will meet to discuss and schedule these changes.  
33 The District will determine and schedule any additional hours needed, if any,  
34 for additional in-service needs.

35  
36 7. Individual Education/Professional Development: Each bus driver that is in a  
37 budgeted position of at least four and one-half (4 ½) hours per day, is eligible for  
38 at least fifteen (15) hours of Professional Development. Such in-service activities  
39 include District-directed and optional Professional Development to include, but  
40 are not limited to, acquiring additional education, certification for driver trainer,  
41 transportation leadership programs, foreign language (including sign language)  
42 course work, and student management classes. Drivers will be paid at their regular

1 rate for these Professional Development activities when pre-approval has been  
2 acquired from the Director of Transportation or designee.  
3

4 Professional Development: All bargaining unit members shall be allocated five  
5 hundred dollars (\$500.00) each for professional development. Additionally, the  
6 District will pay for up to four (4) staff per year to attend either Central  
7 Washington University (CWU) or Driver Training. Should the bargaining unit  
8 as a whole not exceed the allocated amount for this subsection (7) by April 1st  
9 each year, bargaining unit members who have already reached their five-  
10 hundred-dollar (\$500.00) limit may receive additional professional development  
11 funds for trainings related to their position.  
12

### 13 **Section 16. Personnel Files**

14  
15 The employee's rights regarding personnel records are governed by Policy 5260 and  
16 Regulation 5260R.

17  
18 An employee may review the material in their personnel file(s) during regular business  
19 hours. Said employee may have a Union business agent accompany them, if desired.  
20

21 Upon request, the District will provide a copy of any document(s) in the personnel file  
22 which has not been written by the employee or previously provided to the employee.  
23

24 The District will provide a copy of any critical or commendatory written material to the  
25 employee at the time of its inclusion in the personnel file. Materials judged by the  
26 employee to be negative and/or derogatory may be answered by the employee in writing.  
27 Such response shall be attached to the material in question and become a part of the  
28 personnel file. If there are no further disciplinary actions with respect to employee  
29 conduct within twenty-four (24) months, the employee may provide a written request to  
30 the Assistant Superintendent of Human Resources to remove the discipline from their  
31 personnel file.  
32

### 33 **Section 17. Additional Assignments**

34  
35 All extra work will be assigned by seniority when feasible; provided, however, that a  
36 driver is not eligible for a run if they have a conflicting run which was previously  
37 assigned. It is intended to provide the opportunity for the more senior drivers to work the  
38 most hours.  
39

40 Drivers will have the right of first refusal based upon seniority. If no driver accepts the  
41 assignment, the least senior driver must accept the assignment.  
42  
43

1 **Section 18. Trips**

2  
3 1. **Senior Trips (Overnight):**

4 a. A senior trip is a sport or field trip that is overnight and is over  
5 approximately fifty (50) driving miles.

6  
7 b. Senior trips will be assigned according to availability of buses and  
8 substitute bus drivers with regular routes having priority. If feasible, a  
9 substitute will be placed on the senior driver's run. On the day the trip is  
10 assigned, a certain number of substitute bus drivers must be available on  
11 the day of the trip (four (4) days later) before the senior trip can be  
12 authorized and assigned. If the trip is scheduled for a Monday or a Friday,  
13 there must be six (6) substitutes available to cover regular home-to-school  
14 routes. Any substitutes beyond six (6) can be used to cover regular routes  
15 so that senior drivers can be assigned and take senior trips. For Tuesday,  
16 Wednesday, and Thursday, the number of substitutes available for regular  
17 routes reduces from six (6) to four (4). A senior trip will be assigned if  
18 spare buses are available on the day when the trip is assigned and there is  
19 no indication that spares will not be available on the day of the trip. Two  
20 (2) buses will not be assigned to a senior trip when one (1) bus can do the  
21 trip.

22  
23 c. Trips will be assigned to the sport and field trip rotations before the senior  
24 trips are assigned. Spare bus availability will be determined after the other  
25 rotational trips have been assigned.

26  
27 d. Senior trips will be awarded from the rotational list of regular bus drivers  
28 based upon seniority.

29  
30 2. **Sport and Field Trips:** The assignment of sport and field trips will be as follows:

31  
32 a. **Weekday and evening sport and field trips:**

33 (1) Regular drivers with less than forty (40) hours of assigned work for  
34 the week, will be assigned by seniority.

35  
36 (2) Substitute drivers with less than forty (40) hours of assigned work  
37 for the week, will be assigned by seniority.

38  
39 (3) If the trip is requested as a drop-off and pick-up, the trip shall be  
40 posted as one (1) trip.

41  
42 b. **Non-work day trips:** All regular drivers are available, assigned by  
43 rotational seniority. Trips scheduled for non-work days will be granted a

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43

three (3) hour minimum of work.

- c. Trips other than senior trips will not be awarded to a driver when they will interfere with any regular route. A regular bus driver is eligible for an assignment if said driver can proceed from their last student drop-off point and proceed to the pickup point for the trip in a timely manner, or if said driver is able to report to the site of the Transportation Office at their regular scheduled return time prior to the scheduled leave time provided, however, in a case where a bus driver would have to take a different bus, the scheduled leave time must provide an opportunity for the regular bus driver to do their fifteen (15) minute safety check prior to driving the other bus.
- d. An effort will be made to award trips to regular drivers first who will not go over forty (40) hours for the week, next to substitute drivers who will not go over forty (40) hours for the week, then to regular drivers who may go into overtime, then to substitute drivers who may go into overtime, then to the contractor. A driver's eligibility for being awarded a trip within the forty (40) hours will come from their route norm. If there are changes to that route norm or additional works assignments that would make a driver eligible, it is the driver's responsibility to make the Field Trip Coordinator aware of those changes.
- e. The Transportation Office reserves the right to assign drivers trips up to 5:00 pm when there is a need to get the trips covered. The Transportation office will make every effort to notify drivers of available trips by 3:30 pm. Transportation management, however, reserves the right in an emergency or exceptional case, to assign work to any driver to assure the safety and wellbeing of students or in the best interests of the District.
- f. Available trips will be posted in the drivers lounge seven (7) days prior to the date of the trip, except in the case of late trips. Trips will be assigned (posted in the drivers' lounge) pursuant to the appropriate availability list by rotational seniority, availability and feasibility four (4) days prior to the trip date. Trips will be awarded (trip ticket given to the driver) the day before the trip. A driver will not be considered available for extra work if they are absent due to personal illness or injury on the day prior to the trip. A driver will not be considered available for extra work if they have an absence due to illness/injury or an unforeseen absence for all or any part of the regularly assigned run(s) the day of the extra work trip.
- g. **Late Trips:** Trips received too late to be posted seven (7) days prior to the trip and to be assigned four (4) days before the trip will be considered

1 late trips and will be assigned following the appropriate rotational  
2 seniority list. The rotation will change with the new assignment. Late trips  
3 will be posted for as long as possible between two (2) days and one route  
4 period (5:00 am to 10:00 am or 12:30 pm to 5:30 pm). Trips will be  
5 awarded 24 hours before the trip according to the seniority rotation.  
6

7 h. **Emergency Trips:** Emergency trips are trips that are received too late to  
8 post for one complete route time, for example, 5:00 – 10:00 am or 12:30 –  
9 5:30 pm and will be awarded within twenty-four (24) hours. An effort  
10 will be made to assign emergency trips to the most senior available driver  
11 who has indicated their interest by signing up on the trip roster. Drivers  
12 will be contacted in seniority order of those who will not go into overtime  
13 first, and then those that would go into overtime. Drivers who receive an  
14 emergency trip will be allowed to go into overtime if necessary.  
15

16 i. If a trip is canceled by the school up to one (1) hour prior to the pickup  
17 time, the driver will be notified as soon as possible and will not be paid.  
18 The rotational assignment does not change due to the cancellation. If a  
19 school cancels within one (1) hour of the pickup time, the driver will be  
20 paid a two (2) hour callout. In the event a trip which has been assigned to  
21 a driver is canceled, the driver loses that trip and cannot bump any driver  
22 that has been assigned a trip.  
23

24 j. A driver who fails to appear for a trip, or who is, or would be the  
25 successful bidder when they are not eligible to bid, or who fails to notify  
26 the Transportation Office by the end of the work day (5:00 pm), prior to  
27 the day of the trip for any reason, will be removed from all availability  
28 lists for one (1) week for the first offense, one (1) calendar month for the  
29 second offense, and the remainder of the student school year for the third  
30 offense. A driver will not be disciplined for any trip change made by the  
31 Transportation Office which results in a driver no longer being eligible for  
32 the trip.  
33

### 34 **Section 19. Terms, Conditions and Procedures for Summer Work**

35

- 36 1. The District will post a sign-up sheet for the purpose of bidding for summer  
37 work by June 1. Employees interested in bidding for summer work must sign up  
38 on the posted list, no later than June 10<sup>th</sup> annually. No names will be accepted  
39 after June 10. Once sign-up is closed, a summer seniority list will be established  
40 and posted. To be eligible for Summer Work, employees shall have no  
41 documented attendance related incidences within the previous school year.  
42
- 43 2. Posting of all available summer programs routes will be made at least one work



- 1 day prior to the bid day. Available summer programs will be awarded two days  
2 prior to the end of the regular student school year. Other routes which become  
3 available will be bid the day before summer school begins. Runs linked to  
4 schools or districts, with a last day of school that does not coincide with Tacoma  
5 Public Schools' calendar will continue to be driven by the driver who bid on  
6 that run until their identified last day of school. These schools or districts that  
7 have Summer Sessions and/or Extended School Year (ESY) will have these  
8 runs as part of the summer work bid. All summer program routes will officially  
9 start and be assigned following the last day of student attendance for the school  
10 year.  
11
- 12 3. Once a program assignment has been accepted by an employee, said employee  
13 will be maintained throughout the summer and the employee is not eligible to  
14 bid on another program assignment.  
15
- 16 a. A driver must be available for the whole duration of the summer run in  
17 order to bid. A driver should not bid if the driver is aware of any  
18 upcoming planned absences. Absences will be approved if the driver is  
19 participating in a transportation educational program. A driver is eligible  
20 to access bereavement leave during the summer assignment.  
21
- 22 b. After two days of a driver's unapproved absence, the route may be  
23 reassigned.  
24
- 25 4. Miscellaneous summer trips will be offered to the most senior employee on the  
26 active summer work list on a rotating basis. If there are no active summer  
27 employees available, employees who have signed up for summer work will be  
28 assigned by seniority. Senior trips taken in the summer will be assigned  
29 pursuant to the senior trip rules.  
30
- 31 5. Summer work will be paid at the employee's regular rate of pay.  
32
- 33 6. In the event a driver is directed to work during the summer, within five (5)  
34 business days of July 4<sup>th</sup>, Independence Day holiday it will be considered a paid  
35 holiday.  
36
- 37 7. Hours driven while on any District summer program will be included in the  
38 computation of vacation pay in the same manner as hours driven during the  
39 regular school year.  
40
- 41 8. Available drivers on the active summer list will be used first as substitutes; then  
42 the most senior drivers on the sign-up sheet, who have not been assigned a  
43 summer program, will be used to substitute.

- 1 9. A regular substitute bus driver is not eligible for summer work unless the route  
2 is not filled by a regular bus driver.  
3
- 4 10. An employee shall receive a minimum of three (3) hours of work for any day  
5 the driver does continuous work and four (4) hours of work for any day the  
6 driver works a split day.  
7
- 8 11. An employee shall be allowed fifty (50) minutes per day for key pick up,  
9 paperwork, pre- and post-trip inspection as per CDL requirements, safety check,  
10 warm up and servicing, minor cleaning of buses and fueling.  
11
- 12 12. An employee who becomes ill or is eligible to use sick leave under the  
13 Washington State Paid Sick Leave Law (RCW 49.46.210) and/or other  
14 qualifying State programs during the summer vacation months while assigned to  
15 drive a bus for a District program, will be allowed to draw on their sick leave  
16 balance, if any, to cover the period of illness. A driver may be required to  
17 produce medical certification verifying absence due to illness or injury.  
18
- 19 a. An employee may earn one (1) hour of sick leave each 12.5 hours worked,  
20 capped at eight (8) hours per month, for work in July and August. The sick  
21 leave earned will be added to the employee's accumulated sick leave balance  
22 by the end of September.  
23
- 24 13. This section is the only section of the Agreement applicable to summer work.  
25

## 26 **Section 20. Seniority**

### 27 1. Regular Bus Driver Seniority:

28 Seniority, according to this Agreement, shall consist of the continuous service  
29 as a regular bus driver or driver dispatcher or field trip coordinator in the  
30 District.  
31

32 No employee shall have their seniority established prior to completing sixty (60)  
33 consecutive regular paid working days as a regular bus driver. A regular bus  
34 driver who is retained beyond the initial probationary period shall have seniority  
35 revert to the first day of hire.  
36

37 The employee's earned seniority shall not be lost because of absence due to  
38 illness, injury, authorized leave of absence, or temporary layoff for a period of  
39 fifteen (15) months.  
40  
41  
42

1 The seniority list shall be brought up to date regularly and posted in a  
2 conspicuous place. In the case of a job opening or vacancy, the opening shall be  
3 posted for five (5) work days and a copy of the posting sent to the Union so that  
4 interested employees may submit a written bid for the position.  
5 Regular employees who are hired on the same day will be placed on the  
6 seniority list based upon the number of paid days worked during the previous  
7 regular student school year.

8  
9 Any former regular bus driver rehired by the District as an employee in this  
10 bargaining unit or any person hired by the District who has worked for another  
11 school district in the state of Washington as a regular bus driver will be granted  
12 longevity benefits for pay purposes, leave benefits, and other benefits as if they  
13 had worked for the District. However, seniority will be based upon the last  
14 hire-in date.

15  
16 2. Substitute Bus Driver Seniority:

17  
18 A substitute employee shall establish seniority for hiring after successfully  
19 completing thirty (30) working days as a substitute bus driver with the District.  
20 Seniority as a substitute bus driver shall be used for the purpose of establishing  
21 priority for hiring and for the purpose of establishing right of first refusal for the  
22 filling of a vacancy during a regular driver's extended absence. For purposes of  
23 this Section, an extended absence shall be defined as a scheduled fourteen (14)  
24 day absence.

25  
26 **Section 21. Bidding for Routes**

27  
28 The District will hold three (3) bids per year. The First Bid will take place before the  
29 first day of school, and posted three (3) working days prior to bidding, with drivers  
30 maintaining their assigned hours through the first bid. Drivers may not refuse work to  
31 maintain their bid hours. The Second Bid will take place no later than the last Friday in  
32 October and posted three (3) working days prior to bidding. The Third Bid will take place  
33 the last Friday in January, and posted three (3) working days prior to bidding. Bids will  
34 be made on the basis of seniority with each driver having an opportunity to meet  
35 individually with the supervisor, Union Stewards, or designee, to select their route and  
36 bus. However, if the selection is not completed in five (5) minutes, the route and/or run  
37 and bus will be assigned by the supervisor or designee. Drivers will be paid thirty (30)  
38 minutes for bidding. The route bid for the Second and Third Bids will become effective  
39 within ten (10) working days of the bid.

40  
41 The Union and District agree to meet and discuss bids if any changes to bid days are  
42 warranted.

43

1 Whenever a driver bids and is assigned a route, they will be paid actual time for  
2 performing a dry run and creating a route book.

3  
4 The parties agree that it is desirable that the District best use of its equipment, in part by  
5 determining the appropriate vehicles to transport students. They also, however, recognize  
6 the drivers' desire to choose the equipment they use. Therefore, at bid, categories of  
7 buses (i.e. wheelchair, Type A, etc.) available for each run or route shall be made clear so  
8 that drivers may choose their runs, routes and bus category accordingly. Bus availability  
9 will be determined by the District based on program needs, driver input, bus size,  
10 capacity, and fleet management needs. If a driver's first choice of equipment is not  
11 accepted, they may request a follow-up meeting with the supervisor or designee. They  
12 may request the Union Representative be present at this meeting.

13  
14 An employee is not eligible to bump between bids except for an employee returning from  
15 workers' compensation or authorized leave of absence without pay who will bump the  
16 least senior regular bus driver unless there is a vacant bid route available.

17  
18 Any employee who has been absent more than twenty (20) consecutive work days is not  
19 eligible to bid unless the District and Union mutually agree to allow said employee to bid.

20  
21 Any new bid route not available at the time of bidding will be posted for bid for the next  
22 scheduled bidding.

23  
24 When a driver bids on hours, the District will make every effort to assign work to achieve  
25 the bid hours that the driver is assigned. If no additional work is available or if the driver  
26 refuses the additional work, the hours the driver is assigned, and their corresponding pay  
27 will be reduced to reflect the actual hours worked.

28  
29 Drivers who have ten (10) years or more of regular permanent service, according to the  
30 seniority list, will be assigned forty (40) hours per week. The number of drivers assigned  
31 forty (40) hours will not exceed fifty percent (50%) of the actual number of regular  
32 permanent drivers on routes. The forty (40) hour per week assignment is only valid as  
33 long as the overall workload supports such a level of assignment and payment. Should a  
34 driver, who is assigned forty (40) hours per week and not working forty (40) hours per  
35 week, refuse an assignment that would bring the driver at or near forty (40) hours per  
36 week, the number of hours paid will be reduced to hours actually worked that week. If  
37 there is an additional driving assignment or assignments available to bring a driver at or  
38 near forty (40) hours per week, a driver may not refuse a driving assignment(s). Every  
39 attempt shall be made to assign driving and driving-related duties during their normally  
40 scheduled drive time. Other work assignments will be offered if there is no other driving  
41 or driving-related work available. Any additional work trip, shuttle, noon run, deliver  
42 passes, wash buses, filling up vehicles, review first aid and body fluids kits work or on  
43 route books, shall be assigned by the Director of Transportation or designee. The District

1 will not discriminate or show favoritism and will rotate the additional assignments  
2 amongst the drivers.

3  
4 However, if a driver who is eligible for a forty (40) hour per week assignment, chooses to  
5 bid on a route of fewer hours (e.g., thirty-five (35) hours per week), then that driver will  
6 be paid the lower number of hours. Drivers must bid on routes of at least thirty-nine (39)  
7 hours per week in order to be assigned forty (40) hours per week unless this amount is  
8 not available. In this instance, the driver must bid on the route with the next highest hours  
9 available. As work becomes available, assignments will be made to the drivers to bring  
10 them to forty (40) hours, according to the seniority list and driver time availability to  
11 complete the new work.

12  
13 Transportation management, however, reserves the right in emergency or exceptional  
14 cases to temporarily assign work to any driver to assure the safety and well-being of  
15 students or in the best interests of the District.

16  
17 **Section 22. Probation**

18  
19 A regular bus driver shall serve a probationary period of sixty (60) consecutive regular  
20 paid working days after employment as a regular bus driver. Regular substitute bus  
21 drivers are on probation until successfully completing sixty (60) consecutive regular paid  
22 working days as a regular bus driver.

23  
24 At the conclusion of the sixty (60) day probation, the regular driver will receive an  
25 evaluation to twenty-three (23) determine the probationary status of the driver (release  
26 from probation, extend probation, or twenty-four (24) termination of employment).

27  
28 **Section 23. Certification**

29  
30 A bus driver must meet all requirements established by the State in order to be an  
31 employee. Drivers shall be reimbursed for the CDL portion of their Driver's License  
32 upon renewal.

33  
34 **Section 24. Layoff and Recall Procedure**

35  
36 During the term of this contract, the District will not contract out transportation services  
37 currently provided by District staff.

38  
39 During the term of this contract layoffs and reductions in hours may be implemented in  
40 the event that declining enrollment reduces the need for transportation services currently  
41 provided by District staff; there are federal, state or local funding losses that reduce  
42 services; or programs are reconfigured to reduce the need for transportation services.

43

1 If reductions in positions or hours become necessary, the District will mitigate the impact  
2 of the losses through the following means:

- 3
- 4 • Attrition
- 5 • Soliciting employees interested in leaves of absence or retirement
- 6 • Job sharing
- 7 • Other initiatives determined through discussions with the Union
- 8

9 When the District eliminates a regular bus driver position, the District will lay off by  
10 seniority starting with the least senior employee.

11  
12 Employees who are laid off will be placed on a layoff list. The District will offer regular  
13 bus driver positions by seniority for rehire as openings occur; provided, however, the  
14 employee is responsible for maintaining current certification. The employee's previous  
15 hire-in date will establish the employee's seniority.

16  
17 A person on the layoff list must notify the Human Resources Department of any change  
18 in address, email address, and telephone number. A person who fails to notify the  
19 Human Resources Department of a change will lose all recall rights.

20  
21 A person on the layoff list who rejects an offer of employment as a regular bus driver will  
22 be dropped from the layoff list and thereby loses all recall rights.

23  
24 The District will notify an employee at least two (2) weeks prior to the effective date of  
25 the layoff, provided the circumstances of the layoff are not beyond the control of the  
26 District.

27  
28 In the event that one or more employees are on approved leave, new employees will be  
29 notified of the potential for layoff.

30  
31 Twelve (12) month employees: If the driver dispatcher or field trip coordinator position is  
32 eliminated, the incumbent will have a right to move back into a regular bus driver  
33 position based on their seniority.

### 34 35 **Section 25. Employee Performance**

36  
37 The purpose of evaluation is to provide an open dialogue and communication between  
38 the employee, building administrator, and supervisor.

- 39
- 40 1. Each bus driver will receive an annual evaluation prior to the close of the school  
41 year, including substitutes. The director or supervisor is responsible for  
42 completing the evaluation. The evaluation will be based on the employee's

1 work performance during the current school year. The driver trainer’s check  
2 ride will be part of the evaluation when feasible. The supervisor will gather  
3 input from the driver trainer, dispatcher and other staff members prior to  
4 finalizing the evaluation. Any letters of discipline, praise or complaints will  
5 have impact on the final outcome as well as input from principals, teachers and  
6 parents.

7  
8 An evaluation with a single category as “needs improvement” or  
9 “unsatisfactory” shall include written notice of the areas of performance that  
10 need improvement or are unsatisfactory and recommendations on how the  
11 employee must improve. The employee will be reevaluated within ninety (90)  
12 days.

13  
14 A copy of the evaluation will be given to each employee. The original will be  
15 placed in the employee’s District personnel file and the supervisor will retain a  
16 copy.

- 17  
18 2. If after being provided with suggestions for improvement and the opportunity to  
19 improve and the employee receives an overall rating of “unsatisfactory,” they  
20 will be placed on probation by the Superintendent. In addition, the Union will  
21 be notified that the employee is being placed on probation.  
22
- 23 3. Written notice will be provided to the employee of the areas of performance that  
24 are unacceptable and the support or reasonable training that will be made  
25 available by the District. This plan of improvement shall be reviewed by the  
26 Union and the District prior to implementation. The employee will participate in  
27 recommended activities to improve their performance.  
28
- 29 4. The employee will be reevaluated within sixty (60) work days. During the sixty-  
30 (60) day period, the evaluator will meet with the employee at least three times to  
31 review the employee’s progress toward improvement. Meetings will be held by  
32 the twentieth (20<sup>th</sup>), fortieth (40<sup>th</sup>), and sixtieth (60<sup>th</sup>) work days of the sixty-  
33 (60) day period. These reviews shall be provided in writing at each meeting. At  
34 the end of the sixty- (60) day period the District may:  
35
- 36 a. Issue a new evaluation if the employee has sustained necessary  
37 improvement;
  - 38 b. Extend the probation period prior to reevaluation for an additional thirty  
39 (30) days if sufficient improvement in work performance has not been  
40 made; or
  - 41 c. Recommend termination if the employee fails to obtain a “satisfactory”  
42 rating on the reevaluation.  
43

1 **Section 26. Discipline and Dismissals**

2  
3 Discipline will be for cause. As such, an employee will not be disciplined for an arbitrary  
4 or capricious reason. The extent of any disciplinary action will be in keeping with the  
5 seriousness of the infraction. A process of progressive discipline will be used.  
6 Progressive discipline includes oral warning, written reprimand, suspension or  
7 termination as appropriate to the infraction. The employee will receive a copy of any  
8 written reprimand. The overall objective of disciplinary action is to correct or eliminate  
9 inappropriate behavior or misconduct.

10  
11 The District will notify an employee prior to a meeting set up for possible disciplinary  
12 action so that the employee may obtain Union representation. If representation is not  
13 available, the meeting will be rescheduled to a mutually agreeable time.

14  
15 The District will make a good faith effort to call to the attention of the employee any  
16 written or verbal complaint within ten (10) working days of the day the District received  
17 the complaint.

18  
19 Any complaint not called to the attention of the employee may not be used as the basis  
20 for disciplinary actions unless otherwise provided by law. The employee must be  
21 apprised of any written complaint and the name(s) of complainant(s) and may request a  
22 copy of such a complaint unless otherwise provided by law.

23  
24 The District agrees to act in good faith in the dismissal of an employee. Should the  
25 Union present a grievance in connection with a dismissal or a demotion within the  
26 timelines established in Section 4, Grievance Procedure of such dismissal or demotion to  
27 the Board, the dismissal or demotion shall be reviewed under the terms of the grievance  
28 procedure.

29  
30 All reprimands of employees shall be in writing. When an employee is terminated, or  
31 placed on suspension for disciplinary action, a written notice will be given to the  
32 employee with a copy sent to the Union Office, International Union of Operating  
33 Engineers, Local 302. Such adverse personnel actions are subject to the grievance  
34 procedure included in this agreement.

35  
36 In the case of alleged serious misconduct by an employee, the District may place the  
37 employee on administrative leave with pay until the District completes its investigation of  
38 the facts or may, at its discretion, place the employee on unpaid leave when the employee  
39 has been alleged to have engaged in a serious offense that may preclude the employee  
40 from eligibility to drive a bus. The District shall endeavor to complete such an  
41 investigation in a prompt, thorough and efficient manner in order to expedite final  
42 determination of whether disciplinary action is appropriate. If the District's investigation  
43 does not produce sufficient evidence of guilt against the employee, then the employee



1 will, at the District's discretion, be returned to work or placed on paid leave status until a  
2 final determination is reached.

3  
4 In the event that an employee has been suspended for alleged misconduct, the employee  
5 may request a meeting with the District's designated representative to discuss the  
6 allegations; provided, however, the District may require subsequent meetings(s) as part of  
7 the investigation process.

## 8 9 **Section 27. Leaves**

10  
11 The District and Union agree to comply with the provisions of the Family and Medical  
12 Leave Act of 1993, the Washington State Paid Sick Leave Law (RCW 49.46.210), and  
13 The Washington State Paid Family and Medical Leave Program (RCW 50A.04), except  
14 that any provisions of the Agreement, or District policies and procedures that provide  
15 benefits and protections beyond those of the Act shall continue full force and effect.

### 16 17 1. Leave with Pay

#### 18 19 a. Sick Leave

20 (1) The reporting of sick leave will be for no less than one (1) hour with  
21 additional leave in increments of no less than thirty (30) minutes.

22  
23 Accrual of sick leave shall be based on actual hours worked in a  
24 particular day with the employee's choice of limiting to eight (8) hours  
25 for a particular day.

26  
27 An employee will be granted and accrue sick leave at the rate of ten (10)  
28 days per school year based on the current assigned working hours per  
29 day.

30  
31 An employee may earn one (1) hour of sick leave for  
32 each 12.5 hours worked, capped at eight (8) hours per month, for work  
33 in July and August. The sick leave earned will be added to the  
34 employee's accumulated sick leave balance by the end of September.

35  
36 Any employee claiming benefits for more than four (4) consecutive  
37 workdays from accumulated sick leave shall submit a medical report the  
38 fourth (4<sup>th</sup>) school day after the first (1st) day of illness, the fifth(5<sup>th</sup>) day  
39 and every twenty (20) days thereafter while the illness persists unless  
40 there is agreement by management to waive this requirement. In the  
41 case of documented serious or life-threatening illness, follow-up medical  
42 reports may be waived.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43

An employee returning from any absence will complete a Certification of Reason for Absence form immediately upon resumption of duties. If reason(s) for absence, as certified on this form, are found to be inaccurate, the employee will be subject to appropriate consequences; willful falsification of payroll records will result in discipline up to and including termination.

If an employee has been disciplined with regard to the use of leave benefits, the employee may be required to comply with a Letter of Requirement and/or additional conditions and requirements.

At the beginning of each fiscal year, twelve (12) month employees will be credited with twelve (12) days of sick leave.

(2) Letter of Requirement

In general, medical certification is not required to support an application for sick leave benefits for absences of four (4) consecutive days or fewer. However, such certification may be required by the District in individual cases.

An employee demonstrating a sudden change in attendance, an irregular pattern of attendance, or a suspect pattern of attendance may be required to submit an initial medical report and follow-up reports. In such cases, the District may issue a Letter of Requirement that the employee must obtain medical certification for each absence from scheduled work where the absence is due to incapacitation (illness or injury) or for medical, dental or optical examination or treatment. When a Letter of Requirement is issued, it shall specify the reason(s) for its issuance and the duration of its requirements.

Notice of this requirement shall come in the form of a Letter of Requirement as provided in Appendix II.

The District agrees to review the medical certification requirement thirty (30) days prior to the one year anniversary date, or other ending date, of issuance of the Letter of Requirement. The District will use its discretion to determine if there has been substantial improvement in the employee's attendance and usage of sick leave benefits. If the review results in continuance of the Letter of Requirement, the employee will be formally notified of the decision on or before the anniversary date.

(3) Cash-out Options

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42

An employee, at their option, may cash in a maximum of twelve (12) of the eligible unused sick leave days above an accumulation of sixty (60) days, in January of the school year following any year in which the employee has a minimum of sixty (60) days of accumulated sick leave, at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated.

At the time of separation from District employment due to retirement, resignation or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days of accumulated sick leave.

No employee may receive compensation for sick leave accumulated in excess of one (1) day per month.

Annually, the Union shall conduct an election to determine whether the employees will participate in a VEBA plan for cash out of sick leave at retirement or separation from the District. The District will assist the Union in distributing materials required for the vote. Should employees elect to participate in the VEBA plan, the Union and District will follow the state and federal law regarding the implementation of the program, the eligibility for participation and the determination of cash out payment amounts.

b. Workers' Compensation (Industrial Insurance)

- (1) Any injuries or industrial illnesses received while at work must be reported to the transportation 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.
- (2) The appropriate payroll clerk(s) will automatically allocate accrued sick leave for all working day(s) included in the first three (3) calendar days following an injury, except that guaranteed paid holidays which fall within the first three (3) calendar days following an injury will be paid

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42

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 appropriate payroll clerk(s) 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."

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.

- (3) 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 their share to the business office each month by check or credit card. The District Finance Office will mail or otherwise provide employees in this category a self-pay invoice with instructions.
- (4) 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 using the Request for Leave Without Pay form provided by the District. 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, their remaining sick leave balance will be reinstated in accordance with District policy.
  - (d) Group medical insurance benefits terminate; each employee must arrange for COBRA benefits or for their own medical insurance coverage, if desired.
- (5) The District, at its discretion, may establish a light duty position for any District employee who is on workers' compensation. The light duty

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43

position is not subject to posting, bidding, etc. Any District employee so assigned will not replace any current regular bus driver.

Twelve (12) months of benefits pursuant to Item 3 of this section are the maximum benefits for an employee, unless said employee works thirty (30) consecutive days of regular duties to restore eligibility for said benefits.

An employee who has exhausted twelve (12) months of benefits pursuant to this section and who returns to a light duty position shall have the benefits of this section restored one month for each one month of light duty work up to six (6) months at which time the full benefits of this section shall be restored.

c. Bereavement Leave

The District will allow up to five (5) days of paid bereavement leave at the time of death of any relative residing in the employee's household and/or the following family members: spouse, domestic partner registered with SEBB or other government organization, mother, father, daughter, son, brother, sister, and the same for in-laws for the above, grandmother, grandfather and grandchild or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship as approved by the Assistant Superintendent of Human Resources.

The District will allow three (3) days of paid bereavement leave for attendance at the funeral of an aunt, uncle, nephew or niece.

Extensions may be granted by the Assistant Superintendent of Human Resources, in extenuating circumstances. Bereavement leave is non-accumulative.

d. Family Illness Leave

Employees shall be granted a leave of absence with pay of not more than three (3) days during a contract year, when such absence is occasioned by the illness of any relative residing in the household of the employee or the following family members which necessitates the presence of the employee: spouse, domestic partner registered with SEBB or other government organizations, father, mother, daughter, son, or siblings. The employee shall certify to the circumstances of the illness upon return to work.

Such leave is non-accumulative and is not to be taken from sick leave.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43

e. Extraordinary Leave

Extraordinary leave may be granted for up to two (2) days per year and is accumulative to a total not to exceed six (6) days.

Extraordinary leave shall not be used to extend holidays, vacation or other leaves or in the first or last five days of school in a school year.

f. Military Service (National Guard/Reserve Duty) Leave

(1) Any employee who is a member of the Washington National Guard or of any organized reserve or armed forces unit of the United States shall be entitled to and shall be granted military leave of absence in accordance with RCW 38.40.060.

(2) Military leave shall be granted in order that the person may take part in active training duty when required to do so by the military service if such duty cannot be taken during the regular school summer vacation period upon presentation of valid orders.

(3) When military leave is granted, the employee shall receive their regular pay from the District.

g. Jury Duty and Subpoena Leave

Leaves of absence with pay are allowed for jury duty. Any compensation received for jury duty performed on working days will be deducted from the employee's net salary.

Leaves of absence will be granted when an employee is subpoenaed to appear in an official proceeding, if such proceeding does not involve self-employment, other employment, or action against the District.

Any compensation received while an employee is honoring a subpoena will be deducted from the employee's net salary, if it is determined that the employee is entitled to leave of absence. Employees are required to immediately notify the payroll department of the amount received.

Leaves under this section are only for the portion of the day when attendance is required.

2. Leave Without Pay

a. Parental Leave

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43

- (1) An employee should notify the Human Resources Department by the end of the fourth (4th) month of pregnancy to assist Human Resources in planning for replacement.  
  
Parental leave shall apply to all eligible employees and begin at a time determined suitable by the employee and the personal physician after consultation with the Human Resources department or designee.
- (2) Parental leave of absence for up to one (1) year without pay may be granted by the District to any employee for the purpose of childbearing and/or child rearing.
- (3) An employee who is legally adopting a child six (6) years or younger may have the privileges of parental leave. The leave shall commence as soon as the child has been released to the care of the adopting parent(s). An employee on parental leave for adoption may return to the first available vacancy for which they are qualified.
- (4) Parental leave shall not extend beyond eighteen (18) months of the date on which the child was born or adopted. Parental leave may be shared by the parents if it does not exceed the amount available under the contract.

b. Political Leave

Upon request, employees may be granted political leave in accordance with the following provisions:

- (1) With three (3) weeks notice, an employee may be granted up to four (4) weeks of continuous leave without pay for the purpose of campaigning for the employee's own election. If the employee is not elected to the political office, the employee shall return to the same position held prior to the leave.
- (2) If the employee is elected to the office, the Board may return the employee to the same or mutually agreed upon position until such time that the employee's elected term of office necessitates leaving the assignment. Any employee may hold a political office and continue as an employee as long as it does not interfere with their assignment.
- (3) The Board may extend to the employee who is elected to a political office a leave of absence without pay up to one (1) year or a fraction of a year. Upon return from this type of leave, the employee will be returned

1 to the same position. If political leave is extended beyond one (1) year,  
2 the person's right to return to the original position cannot be guaranteed.  
3

4 c. Military Service Leave (Active Duty)  
5

6 Any employee who volunteers or is inducted into active military duty shall  
7 be considered to be on a leave of absence without pay for the period of such  
8 service not to exceed five (5) years, upon presentation of orders. Any  
9 employee who is recalled into active military duty, upon presentation of  
10 orders shall be considered to be on a leave of absence without pay for the  
11 duration of recall. If the employee requests reemployment within ninety  
12 (90) days of honorable discharge from such military service or after having  
13 presented other proof of having satisfactorily completed service, the  
14 employee shall be reinstated and restored, as nearly as existing  
15 circumstances permit, to the position previously held or to a position of like  
16 seniority, status and pay. Provided, that the District need not reemploy such  
17 person if circumstances have so changed as to make it impossible,  
18 unreasonable, or against the public interest for the District to do so; provided  
19 further, that this section shall not apply to a temporary position.

20 If a person is not qualified for their former position as a result of disability  
21 sustained during service but is nevertheless qualified to perform the duties  
22 of another position, under the control of the District, the employee shall be  
23 reemployed in such other position; provided, that such position shall provide  
24 like seniority, status and pay, or the nearest approximation thereto consistent  
25 with the circumstances of the case.  
26

27 d. Other Leaves  
28

29 Leaves of absence without pay not to exceed one (1) year may be granted:  
30

31 (1) To an employee for the purpose of recuperation (recommended by the  
32 employee's personal physician and the Superintendent).  
33

34 (2) The Board may grant leave for a specific purpose recommended by the  
35 Superintendent.  
36

37 (3) The District will comply with all provisions of any state leave  
38 requirements imposed upon it (i.e. Washington State Paid Sick Leave,  
39 Washington State Paid Family and Medical Leave Act, etc.).  
40

41 Leaves of absence without pay may be renewed for a second (2nd) year.  
42

43 e. Religious/Holiday Leaves



1 As provided in state law, employees are entitled to two unpaid holidays per  
2 calendar year for a reason of faith or conscience or an organized activity  
3 conducted under the auspices of a religious denomination, church, or  
4 religious organization. The District must allow the employee to take unpaid  
5 leave for up to two such holidays unless the employee's absence would  
6 impose an undue hardship on the employer, or the employee is necessary to  
7 maintain public safety.

8  
9 "Undue hardship" means an action requiring significant difficulty or  
10 expense to the employer as defined by the Office of Financial Management  
11 under Washing Administrative Code (WAC 82.56).

12  
13 The employee must submit a request for unpaid religious holiday leave  
14 under this section, a minimum of two (2) weeks prior to the requested day.  
15 Approval of the unpaid holiday should not be assumed until it has been  
16 authorized by the employee's supervisor. If a request is denied, the District  
17 shall provide written proof of the hardship to the employee within three (3)  
18 work days.

19  
20 f. Family and Medical Leave Act

21  
22 The District and Union agree to comply with the provisions of the Family  
23 and Medical Leave Act of 1993 and the Washington State Family Leave Act  
24 (RCW Chapter 49.78) except for any provisions of the agreement that  
25 provide benefits and protections beyond those of the Act shall continue in  
26 full force and effect.

27  
28  
29 **ARTICLE VI. REGULAR SUBSTITUTE BUS DRIVERS**

30  
31 **Section 28. Substitute Bus Driver Provisions**

32  
33 A regular substitute bus driver shall have the rights of the following sections of this  
34 Agreement:

- 35  
36 1. Definitions  
37 2. Recognition and Unit Designation  
38 3. Management Rights  
39 4. Grievance Procedure  
40 5. Negotiation Procedures  
41 6. Union Security  
42 7. Wages (item 2 does not apply)  
43 8. Hours of Work (item 5 does not apply)

- 1        11. Insurance (if employee qualifies under SEBB rules and regulations) \*
- 2        12. Travel Allowance
- 3        13. Damage to Vehicle
- 4        15. Program Procedures
- 5        17. Additional Assignments
- 6        18. Sport and Field Trips
- 7        20. Seniority, subsection 2 only
- 8        22. Probation
- 9        23. Certification
- 10       26. Discipline and Dismissals
- 11       30. Agreement Clause
- 12       31. Savings Clause
- 13       32. Copies of Agreement Clause
- 14       34. Duration Clause

15

16 The sections of the collective bargaining agreement listed above shall apply to regular  
17 substitute bus drivers unless a provision therein specifies that it is applicable to regular  
18 bus drivers only. Those sections of the collective bargaining agreement which are not  
19 contained in the listing do not apply to regular substitute bus drivers. \*[SEBB sets  
20 eligibility requirements for benefits, not the District. As such, substitute drivers who  
21 obtain insurance benefits under SEBB will hold those benefits until losing such benefits  
22 per SEBB.]

23

## 24 **Section 29. Substitute Bus Driver Performance Appraisals**

25

26 All regular substitute bus drivers may be provided a performance appraisal by the  
27 Director of Transportation, or designee, at least once per school year, provided that  
28 regular substitute bus drivers shall receive a performance appraisal within ninety (90)  
29 regular workdays of their hire during the regular school year. Should the Director or  
30 designee determine that additional performance appraisals are necessary, they shall be  
31 conducted when the need is so identified. The current regular bus driver evaluation form  
32 and point system will be used as the basis of the appraisal.

33

34 Performance appraisals shall be used by the Director as one source of information when  
35 considering a regular substitute bus driver's application for a regular bus driver position.

36

37 If at any time a substitute bus driver's performance falls below the accepted performance  
38 level, the Director of Transportation or designee will conduct a progress review with the  
39 employee. At the review, the Director or designee will discuss the following:

40

1. Those performance elements on which the employee's performance is  
unacceptable.

41

2. Identification of those actions and activities that are expected as acceptable  
performance related to the identified unacceptable elements.

42

43

- 1           3.    Corrective action required by the employee.  
2           4.    Identification of any assistance the District or supervisor will provide to the  
3           employee related to the identified required corrective action.  
4           5.    The delineation of the time period during the school year (from thirty (30)  
5           calendar days to ninety (90) calendar days) during which the employee will be  
6           given to demonstrate acceptable performance in the identified unacceptable  
7           elements.  
8           6.    The potential consequences, up to and including termination, should be  
9           employee's performance not improve to an acceptable performance level.

10  
11   Following the performance review meeting, the Director or designee will advise the  
12   employee in writing of the outcome of the meeting with regard to the six items listed  
13   above.  
14

15   Nothing in this section precludes the District from taking disciplinary action at any time,  
16   including, but not limited to, that time identified as the period of the time delineated  
17   during the progress review for demonstration of acceptable performance as specified in  
18   number 5 above.  
19

20  
21

## ARTICLE VII. FURTHER PROVISIONS

22

### Section 30. Agreement Clause

23  
24

25   This Agreement expressed herein in writing constitutes the full and complete agreement  
26   between the Board and the Union and shall supersede any rules, regulations, policies,  
27   resolutions or practices of the District which shall be contrary to or inconsistent with its  
28   terms.  
29

30

### Section 31. Savings Clause

31

32   If any provision of this Agreement or any application of this Agreement to any employee  
33   or group of employees should be found contrary to law, then such provision or  
34   application shall not be deemed valid and subsisting except to the extent permitted by  
35   law, but all other provisions or applications shall continue in full force and effect.  
36

37

38   If the District would be in violation of State law or would incur any penalty or decrease  
39   in State support as a result of the compensation and benefits provided herein, provisions  
40   of this contract affected by the ruling shall be reopened and the District and the Union  
41   shall renegotiate the provisions in accordance with the law.  
42

43

44

45

1 **Section 32. Copies of Agreement Clause**

2  
3 Copies of this Agreement shall be printed at the expense of the District. A copy of this  
4 Agreement will be provided to the Union and to each regular employee covered by this  
5 Agreement no later than sixty (60) days after signature by the parties.  
6

7 **Section 33. Labor Management**

8  
9 Labor/Management Committee: At least quarterly, or at the written request of either the  
10 District or the Union, Labor/Management meetings shall be held, with no loss of pay to  
11 the employees, at a mutually agreed upon time. Items for discussion shall be submitted  
12 by the parties to determine the agenda. The purpose of these meetings shall be to resolve  
13 problems prior to them being reduced to writing as a grievance, to discuss any other  
14 problems or concerns that affect the bargaining unit, and to provide an opportunity to  
15 discuss improvements to the transportation program.  
16

17 In no event, can agreements reached in Labor/Management abridge, add to, or subtract  
18 from the collective bargaining agreement. The Union shall select up to three (3)  
19 employee representatives to the Labor/Management Committee who will serve for the  
20 duration of the agreement. The Director of Transportation and the Assistant Director of  
21 Transportation shall represent the District. The Assistant Superintendent of Human  
22 Resources may be present at the meetings at the request of either party. In order to assure  
23 open communication, there shall be no adverse impact nor any retribution for any  
24 employee as a result of participation in the Labor/Management Committee.  
25

26 **Section 34. Duration Clause**

27  
28 The terms and conditions of this agreement shall remain in effect until August 31, 2024.  
29 Sections may be reopened with the mutual consent of the parties. In the event of a levy  
30 failure or significant reduction in state revenue, the District may reopen specific sections  
31 of the agreement impacted by the revenue loss.  
32

33 **Section 35. Bulletin Boards**

34  
35 The employer agrees to provide suitable space for the Bargaining Unit to use as a bulletin  
36 board but cannot supply the bulletin board itself. Posting by the Bargaining Unit on such  
37 boards are to be confined to official business of the Unit.  
38  
39  
40  
41  
42  
43

1    **Section 36. Notification of New Hires**

2

3    The District will notify the Union of the names, addresses and telephone numbers of  
4    employees hired into represented positions.

5


6

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

AGREEMENT


This Agreement is made and entered into by and between Tacoma School District No.10 and the International Union of Operating Engineers, Local 302 (Bus Drivers).

TACOMA SCHOOL DISTRICT NO. 10

  
Elizabeth Bonbright  
President, Board of Directors

May, 26, 2022  
Date

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 302  
(BUS DRIVERS)

  
Jose Miranda  
Field Representative

May 27, 2022  
Date

**2021-2022 BUS DRIVER SALARY SCHEDULE**  
**Effective April 23, 2022**  
**Hourly Rates**

CLASSIFICATION	STEPS > GRADE	1	2	3	4	5	6	7	Completion of 9 yrs	Completion of 14 yrs	Completion of 19 yrs
Bus Driver	01		26.012	26.491	26.903	27.461	28.007	28.499	29.212	29.943	30.992
Vehicle Service Attendant (+\$3.00)	02		29.012	29.491	29.903	30.461	31.007	31.499	32.212	32.943	33.992
Driver Dispatcher (+\$5.00) Field Trip Coordinator Driver/Trainer	03		31.012	31.491	31.903	32.461	33.007	33.499	34.212	34.943	35.992
Substitute			24.712								

After completion of 9 years 2.5% shall be added to the employees wage. Reflected in step 9.  
 After completion of 14 years, 2.5% shall be added to the employees wage. Reflected in step 14.  
 After completion of 19 years, 3.5% will be added to the employees wage. Reflected in step 19.

Substitute Rate is 95% of Grade 01, Step 2

Effective 04/23/2022, this salary schedule has been reposted in response to how the new Focus HRIS system interacts with decimal places. Previous salary schedules used four (4) decimal places in salary calculations, but the new system uses three (3). To address this, the Employee Labor Relations groups has rounded all decimals up in salary calculations for this salary schedule.

**LETTER OF REQUIREMENT**

(DATE)

(NAME, ADDRESS)

Dear \_\_\_\_\_:

This letter is to inform you that you are now required and directed to submit an appropriate, valid, medical certification for any absence from scheduled work, due to injury, illness or medical appointment, regardless of duration.

This certification must verify that:

- you were under the professional care of a physician, during the entire period of your absence,
- you were seen by a physician on or before the first day of your absence,
- you were incapacitated for work as a result of your medical condition.

It is expected that the required medical certification will be submitted in conjunction with a completed reason for absence form on the date of your return to duty.

On (DATE, MONTH, YEAR) you were counseled and cautioned that the frequency of your absences from work due to illness, injury or medical appointment indicate a misuse of leave privileges and/or that you may not have been incapacitated from work. You were further cautioned that, if there were no significant improvements in your attendance, you would be required to provide medical certification for all absences as described above.

This letter is now being issued due to the following reason:

\_\_\_\_\_

The Letter of Requirement will remain in effect for a period of one (1) calendar year, at which time the frequency and nature of your absences will be reviewed. You will be formally notified thirty (30) days prior to the annual anniversary date of this memorandum if these requirements will be continued.

Failure to comply with the terms of this Letter of Requirement may result in disciplinary action up to and including termination. Such disciplinary action may be taken during the effective period of the Letter of Requirement if circumstances so warrant. Nothing in this letter prohibits the District from implementing any disciplinary action against you.

\_\_\_\_\_  
Employee's Signature (Date)

\_\_\_\_\_  
District Designee's Signature (Date)

cc: Personnel File