

ORIGINAL

**TRANSPORTATION AGREEMENT**

By and Between

**YAKIMA SCHOOL DISTRICT NO. 7**

and

**TEAMSTERS LOCAL NO. 760**

**September 1, 2021 through August 31, 2024**

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By and Between  
**YAKIMA SCHOOL DISTRICT NO. 7**  
and  
**TEAMSTERS LOCAL NO. 760**

**ARTICLE 1 - PURPOSE OF AGREEMENT**

1.1 This Agreement is made and entered into by and between **YAKIMA SCHOOL DISTRICT NO. 7** hereinafter referred to as the "Employer," and **TEAMSTERS LOCAL NO. 760** hereinafter referred to as the "Union," for the purpose of fixing the scale of wages, schedule of hours and the general working conditions affecting the employees.

**ARTICLE 2 - RECOGNITION AND BARGAINING UNIT**

2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all full-time, regular part-time and temporary employees as defined by this Agreement in the Transportation Department of the Yakima School District No. 7, excluding supervisors, confidential employees, casual substitutes, and all other employees of the Yakima School District.

**ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF**

3.1 The District will make a payroll deduction for Union dues and assessments upon receipt of a written authorization executed by an individual employee. Any deductions for political contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the employee on forms that comply with WAC 390-17-100 and be revocable by the employee at any time. The District shall provide all employees annual notice of their rights regarding payroll deductions for political contributions under WAC 390-17-110.

3.1.1 Prior to the beginning of each school year, the Union will give written notice to the District of the dollar amount of dues and assessments required of a Union member. The deductions authorized by the above provisions will be made in twelve (12) equal amounts from each paycheck beginning the pay period of September through the pay period in August of each year. Employees who commence employment after September or terminate employment before June shall have their deductions prorated. Each month during the school year, the District will send the Union all money deducted for dues accompanied by a list of names of those employees for whom payroll deductions were made.

- a) The Union will refund to the District any amounts paid to it in error.
- b) The Union will defend and hold the District harmless against all claims, demands, lawsuits, ordered losses, judgments, etc., that arise out of the District making a good faith effort in the implementation of this Article.

3.2 The District will provide the Union reasonable access to new employees of the bargaining unit

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

## **ARTICLE 4 - RIGHTS OF PARTIES**

4.1 **Management Rights:** It is understood and agreed that with the exception of the provisions of this collective bargaining agreement, the Board of Directors in the school district retain all rights, powers, functions, and authority vested in management by law, custom, practice, in rules and regulations of Federal, State, County, and all other regulatory agencies. Whatever rights the school board has retained pursuant to applicable law, rule, or regulation, shall not be exercised in a manner which conflicts with the provisions of this Agreement.

4.2 **Union Rights:** The Union does not waive any right the Union has under applicable State laws including but not limited to the right to require the Employer to bargain collectively concerning any subject matter held by State laws to be mandatory or permissive which is not otherwise covered by this Agreement.

### **4.3 Employee Rights:**

4.3.1 It is agreed that the employees of the bargaining unit shall be protected in their right to join and assist the Union freely and without fear of penalty or reprisal. Each employee shall bring matters of job-related concern to the attention of the employee's immediate supervisor. Each employee shall have the right to bring job related matters to the attention of a union representative.

4.3.2 An employee shall be advised of the right to have a representative of the Union during any interview which could lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present.

## **ARTICLE 5 - DEFINITIONS OF EMPLOYEES**

The parties recognize several types of employees. Bargaining unit work shall only be performed on a regular basis by the following types of employees:

5.1 **Regular Employee:** Regular employees are employees who are assigned to full-time or part-time positions and have completed his/her probation period. Regular employees are entitled to all conditions as set forth in this Agreement.

5.2 **Probationary Employee:** Probationary employees are regular employees who have not completed one (1) full year of continuous employment as a regular employee. Probationary employees shall work under the provisions of this Agreement, but shall be employed on a trial basis, and may be discharged for any reason during the probationary period without further recourse, including recourse to the grievance procedure.



5.3 Temporary Employee: Temporary employees include those employees assigned to replace a regular employee on an authorized leave of absence for the period of the employee's leave or assigned to a temporary position for a specific period of time not to exceed twelve (12) months. Temporary employees are entitled to all conditions as set forth in this Agreement with the exception of Article 6- Seniority.

5.4 Substitute Employees: Substitute employees are those employees hired by the District to fill in on a day-to-day basis for regular employees. Substitute employees are not part of the bargaining unit and are not covered by this Agreement.

## **ARTICLE 6 - SENIORITY**

6.1 No employee shall acquire seniority until the employee has become a regular employee. A list of Transportation employees arranged in order of seniority shall be given to the Union upon request by the Union by November 1, of each school year. Seniority shall be on a divisional basis, with Drivers and Shop employees appearing on two (2) lists. Should more than one (1) employee have the same hire date, the involved employee with the highest point total from the interview process shall be senior; if point total is equal, employees shall draw lots to determine position on the seniority list. Such drawing shall take place within seven (7) days of the employee's hire date. Any controversy over the seniority standing of any employee on the list shall be handled through the grievance procedure.

6.2 The seniority of an employee shall be considered broken, all rights forfeited, and there is no obligation under this Agreement to rehire when the employee:

6.2.1 voluntarily leaves the service of the Employer;

6.2.2 is discharged for just cause;

6.2.3 is laid off due to lack of work for more than twenty-four (24) consecutive calendar months;

6.2.4 is absent from work because of an illness or injury exceeding twelve (12) consecutive calendar months, unless extended by Board action;

6.2.5 leaves the bargaining unit to accept a position with the Employer outside the bargaining unit;

6.2.6 failure of an employee to return to work upon recall from an indefinite lay-off within five (5) work days after receipt of written notice from the employer at the employee's last known address appearing on the Employer's records.

6.3 There shall be no deduction from continuous service for any time lost which does not constitute a break in service as set forth herein.

6.4 **Lay-off - Recall:** Subject to the limitation that the employee is qualified to perform the work. In reducing personnel because of lack of work or other legitimate reason, the last employee hired shall be the first laid off and on returning employees to work, the last employee laid off shall be the first rehired, provided that employee is qualified to perform the duties of the position.

## **ARTICLE 7 - POSTING**

7.1 **External Posting:** Notices of opening(s) of positions covered by the Transportation Agreement shall be posted at appropriate Employer locations and a copy sent to the Union. The notices will contain a description of the job, the qualifications, job site location, wage rates, and hours of work. Notices of openings shall be posted for not less than ten (10) work days. Any reduction in the number of days a position is posted must be made by mutual agreement with the Union and the Human Resources Director.

A transportation employee who desires to apply for such openings shall submit an application online to the Human Resources Department prior to the posted deadline. See Appendix C for bidding procedures.

7.1.1 The applicant who is most qualified for the position advertised by virtue of training, experience, performance, interview results and ability shall fill the open position. When qualifications are substantially equal between applicants, the employee with the highest seniority standing will fill the position. The interview committee, a recommending body, will consist of the Director or designee, the Assistant Director or designee, and two (2) union members identified by the union. The participation of union members in this process is on a voluntary basis or will be deducted from time owed.

7.1.2 Nothing herein will preclude the Employer from making temporary assignments during posting periods.

7.1.3 A senior employee who has successfully bid a new position opening shall serve a trial period of not more than twenty (20) work days at the new position. Should the employee fail to satisfactorily perform the duties of the new position as required by the Employer or should he/she elect to return to the former position, the employee must do so without exception within the twenty (20) workday trial period.

7.2 **Internal Route Bidding:** Routes, mid-day, or shuttles along with routes, mid-days or shuttles opened by establishment of a new route, death, retirement, termination, or resignation of an employee prior to March 15, will be posted for bidding, on a seniority basis, as soon as possible, but not more than three (3) working days after the route is vacated. These open positions will be posted at the Transportation Building for three (3) work days. Any regular or probationary driver can bid an open route so long as the employee's contracted time would be increased by ¼ hour or more, by signing their name on the posting. The District shall only be required to post the original open route and two subsequent openings. The employee given the final open position, if it is four (4) hours or more, will have a contracted route as long as the position is filled prior to March 15. Routes opened after March 15 can be filled at the Employer's discretion for the balance of the school year. Extra work assignments to make daily minimums will not count towards route time for the purpose of this paragraph.

7.3 Nothing herein will preclude the Employer from making temporary assignments between bid periods.

7.4 Employees working under this Agreement shall be given an opportunity to apply for any open position with the Employer covered under a Teamster agreement.

## **ARTICLE 8 - DEMOTION - TRANSFER**

8.1 **Demotion:** The term "demotion" shall mean the reassignment of an employee (not requested by the employee) from the employee's present position to a lower paying position. A written statement setting forth the reasons for such action shall be given the employee at least ten (10) work days prior to the effective date of the action. The employee shall have the right to appeal the "demotion" under Article 19 of this agreement.

8.2 **Transfers:** The term "transfers" shall mean the moving of an employee from one location to another location to avoid cutting the employee's hours of work or to avoid the employee's lay-off due to lack of

work or for other justifiable reasons. A written statement setting forth the reasons for such action shall be given the employee at least ten (10) work days prior to the effective date of the action.

**8.3 Involuntary Transfers:** In those cases where the District deems it necessary to make staff adjustments to meet the District's needs, the District may involuntarily transfer employees to existing positions in the contract year. When an employee is involuntarily transferred to a position of less pay than the present position, the employee's salary shall be maintained at the level she/he is working at the time of transfer for the remainder of the fiscal year.

## **ARTICLE 9 - DEFINED LEAVES**

For the purposes of Article 9, except 9.11, Family Medical Leave Act (FMLA), the term "Immediate Family" is defined as follows: wife, husband, child, stepchild, live-in foster child, father, mother, step-parent, sister, brother, mother-in-law, father-in law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or a more distant relative if living in the same household.

**9.1 Sick Leave:** Regular employees shall accumulate sick leave on an annual basis of twelve (12) working days per year. Sick leave shall be made available for employees to care for ill family members to the extent allowed by Chapter 49.12 RCW. A statement from a doctor may be required whenever these days are used.

9.1.1 Any unused sick leave allowance in any year shall accumulate year to year.

9.1.2 Less than full-time eligible employees shall accumulate sick leave on a pro-rated basis not to exceed twelve (12) working days per year, based upon the employee's assigned hours as set forth in the employee's terms of employment.

9.1.3 A deduction of one (1) working day of sick leave credit shall be made for each full day's absence due to illness, injury, or medical treatment related to pregnancy. Sick leave credit may be used on an hour for hour basis.

9.1.4 Employees who are unable to report for work for any reason must notify the Director of Transportation or designee and report the absence through the Automated Attendance Reporting System as soon as possible so that a substitute can be scheduled if necessary. An employee who is absent in excess of five (5) consecutive working days must have such absence verified by a written statement from a physician. Misuse of sick leave can result in disciplinary action.

9.1.5 Any employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury shall be paid sick leave. Any State Industrial benefit received by the employee (at the employees' option) may be endorsed to the Employer. Upon receipt of this benefit by the Employer, the employee shall be credited with sick leave on a pro-rated basis of the State Industrial benefit to the original amount of sick leave taken.

**9.1.6 Attendance Incentive Program:** As long as the Attendance Incentive Program is effective and law, the provisions of that Law and the Rules and Regulations shall be extended to the employees covered by this labor agreement and further the provisions of that Law shall become part of this labor agreement by this reference.

#### **9.1.7 Sick Leave Donation:**

1. An eligible employee with more than twenty (20) days of accumulated sick leave may request to donate a specified amount of sick leave benefits. The employee donating the leave must have an accrued sick leave balance of more than twenty (20) days in order to donate sick leave to another employee. Sick leave shall be donated and received in hourly increments. An employee may not donate sick leave days that would result in a reduction of the employee's balance below twenty (20) days. Only sick leave may be donated pursuant to this Section.
2. Donated sick leave shall not be refunded or returned to the donating employee at any time.
3. Donated leave shall be listed by the donating employee. An employee desiring to donate leave shall provide the personnel office with a written request setting forth the specific number of days donated. This written request shall be date stamped and listed. The first leave donated shall be the first leave transferred to an eligible employee. Donated leave not used during any one year shall remain on the list for the following year for transfer to eligible employees. The written request shall be made between September 15 and October 15 of each year; other periods of time mutually agreed to by the parties.
4. Donation of sick leave shall be subtracted from the donating employee's current sick leave benefit. Yearly cash out pursuant to the contract shall not be affected by a donation of sick leave unless the donation would reduce the accumulated balance of sick leave below twenty (20) days, in which case the donating employee's current year benefit would be reduced day-for-day by the donation.
5. Eligible employee shall mean an employee of the bargaining unit who does not accrue annual leave.
6. Employees may donate directly to another member within the bargaining unit.

#### **RECEIPT OF LEAVE**

1. In order for an employee to be eligible to receive donated sick leave benefits, the employee must be a member of the bargaining unit, and must be suffering from an extraordinary, catastrophic or severe illness, injury, impairment, physical or mental condition which has caused or, is likely to cause that employee to take leave without pay or terminate employment.
2. The receiving employee must comply with the provisions of Article 9. Absences in excess of five (5) consecutive days shall be verified by a written statement from the employee's physician.
3. The receiving employee must have depleted all of the employee's sick leave balance.
4. The receiving employee may not receive more than ninety (90) days of donated sick leave. The receiving employee must have abided by all contract provisions, rules and policies regarding sick leave.

#### **USE OF DONATED LEAVE**

1. The employee receiving donated sick leave may use that sick leave only in the manner as if the



leave had been the employees to begin with. Donated sick leave may not be used for any purpose other than purposes for which sick leave may be used by an employee pursuant to the collective bargaining agreement.

2. Requests for donated sick leave shall be made in writing to the Union. The request shall be forwarded to the Personnel Office for approval. The request shall be reviewed and approved or denied within five (5) days of receipt.

3. Replacement employees and substitute employees are not eligible for receipt of donated sick leave.

9.1.8 The Yakima School District has adopted the VEBA III Sick Leave conversion Medical Reimbursement Plan (the "Plan") pursuant to RCW 28a.400.210 and agrees to make contributions to the Plan on behalf of all employees in the collective bargaining unit who are eligible to participate in the Plan by reason of having excess sick leave conversion rights. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution on an annual basis and at retirement in accordance with the statute. It is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with the statute. If an eligible employee fails to sign and submit such agreement to the District, he/she will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave which in the absence of this agreement would accrue to such employee during the term hereof shall be forfeited together with all cash conversion rights that pertain to such excess sick leave.

9.1.9 Annual Sick Leave Conversion: Eligibility for participation on an annual basis is limited to employees who have accumulated 180 days (or more if eligible<sup>(1)</sup>) of unused sick leave. To be eligible during the term of the Plan, an employee must have earned at least 180 days of unused sick leave as of August 31<sup>st</sup> of each year, not including any front-loaded days.

*The language in this agreement assumes the term shall coincide with the employee group's contract year (i.e., September 1<sup>st</sup> to August 31<sup>st</sup>).*

9.1.10 Retirement Sick Leave Conversion: For purpose of retirement contributions to the Plan, all employees covered by this agreement who retire during the term hereof shall be eligible, and excess sick leave shall be defined as the sick leave days accruing to the credit of such employee during the term of this agreement.

9.1.11 Upon retirement, a retiring employee may choose to donate their sick leave balance to the Transportation Sick Leave Pool in place of the 4 to 1 retirement cash out.

9.2 **Bereavement Leave**: An employee shall be allowed five (5) working days of absence with full pay for the death of a member of the employee's immediate family (the following is a definition for immediate family of the employee or spouse of employee: Parent, child, spouse, brother, sister, son-in-law, daughter-in-law, grandparent, grandchild and equivalent step relatives).

9.2.1 In the event of death of an uncle, aunt, nephew or niece, of the employee or of the employee's spouse or grandparents of the employee's spouse, first cousin and an employee's fiancé or fiancée, one (1) working day of absence with full pay shall be allowed.

9.2.2 An employee shall be granted up to five (5) days bereavement leave for the death of any person

with whom the employee has close emotional ties. Such leave shall be deducted from sick leave or personal leave at the employee's discretion.

**9.3 Family Illness Leave:** For the duration of this contract, an employee is entitled to three (3) working days of leave per year to be used in the event of accident or serious illness in the immediate family, involving medical attention and/or hospitalization. Unused leave days may accumulate up to a maximum of ten (10) working days which may be used in any one (1) year. A statement from a doctor may be required whenever these days are used.

**9.4 Personal Leave:** Employees will be granted, upon request, two (2) days personal leave per year with pay. Unused leave may accumulate up to seven (7) days. The employee shall notify the immediate supervisor at least two (2) days in advance of the leave. In the event of an emergency, inclement weather, school closure, disaster or similar occurrence, a notice of two (2) days shall not be required.

Employees with an accrued balance of seven (7) personal leave days with pay as of the last day of the school year, may cash out up to two (2) days per year of unused personal leave days at the employee's regular hourly rate of pay, if requested in writing by July 1<sup>st</sup> and paid on August payroll each year.

**9.5 Military Leave:** A regular employee who is an active member of any organized reserve of Armed Forces of the United States, shall be entitled to and granted a military leave of absence from his employment for a period not exceeding twenty-one (21) calendar days per RCW 38.40.060, during each calendar year. Such leave shall be granted in order that the employee may take part in active training duty in such manner and at such time as the employee may be ordered to active training duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the employee shall receive the employee's normal pay.

**9.6 Maternity Leave:** Maternity leave and discrimination in employment because of pregnancy are covered under RCW 49.60 and Affirmative Action guidelines. A woman shall not be required to leave work at the expiration of any arbitrary time period during pregnancy but shall be allowed to work as long as she is capable of performing the duties of her job and as long as her physician concurs. To be entitled to maternity leave under this Section, a woman shall inform the Employer in advance of her intention to take leave. The employee shall be granted leave for a reasonable length of time determined by a doctor prior to the birth of the child.

The Employer may require a physician's statement to determine if the employee is unable to work due to her temporary disability. For sick leave benefits to extend beyond the thirtieth (30th) work day beyond the birth of a child, the employee shall have a physician's statement on file in the Employer's payroll office concerning the health of the employee after the child's birth and an estimate of the approximate date the employee shall be recovered sufficiently to return to work. Within thirty (30) calendar days after the birth of the child the employee will notify the Employer of her intent to return to work or request additional maternity leave which may be granted up to six (6) consecutive calendar months, without pay.

**9.7 Childbirth Leave:** In the case of the birth of a child by the employee's spouse, one (1) working day of absence is allowed with full pay.

**9.8 Medical Leave:** Leaves of absence for temporary disability (i.e., illness or injury) upon recommendation of the Superintendent or designee may be granted by the Board to an employee who has

completed his probationary period and who has expended all accrued sick leave benefits; provided however, that medical verification is required. Medical leave shall not exceed one (1) year in duration, unless extended by Board action.

**9.9 Leaves of Absence:** A leave of absence is an approved absence from employment without pay and without loss of seniority. Upon recommendation of the Superintendent, the Board or designee may grant a leave of absence for a period of up to one (1) year. This period may be extended by mutual agreement between the Employer and the Union. Such leaves shall be in writing with a copy to the Union.

Anticipated leaves must be requested for each individual school year (September to August). To qualify for continued employment, all employees on authorized leave will be required to give written notice to the Human Resources Department no later than May 1 of their planned date of return to work.

**9.10 Insurance Continuation by Employee:** An employee who is absent from work due to illness or injury shall be responsible for payment of the Health Care benefit insurance premium(s) during those months in which the employee has no compensation owing (i.e. for work performed; for accumulated sick leave and/or in lieu thereof; for accrued vacation time; or insufficient compensation) to qualify as per Article 15, Section 15.1, unless such employee qualifies for Employer paid medical premium under the Family Medical Leave Act (See 9.11 - FMLA Summary).

**9.11 Family Medical Leave Act (FMLA):** Under the terms of the Family and Medical Leave Act of 1993 (FMLA), Title 29, Part 825 of the Code of Regulations, employees may request leave without pay, and the district will continue to pay the employer portion of the medical insurance premium for up to 12 work weeks, under the following conditions:

1. for the birth of a son or daughter, and to care for the newborn child;
2. for placement with the employee of a son or daughter for adoption or foster care;
3. to care for the employee's spouse, son, daughter or parent with a serious health condition;
4. because of a serious health condition that makes the employee unable to perform the functions of the employee's job, and
5. related to the military deployment of a spouse or covered family member who is a member of the National Guard or Reserves.

FMLA rules allow up to twenty-six (26) weeks of leave to care for a covered family member who is a member of the military and who has been wounded in combat.

Information regarding current FMLA entitlements may be obtained through the Payroll Department.

The purpose of this act is to balance the demands of the workplace with the needs of families, promote the stability and economic security of families, and promote national interest in preserving family integrity. Consistent with FMLA and adopted regulations, eligible employees are entitled to request leave without pay for up to twelve (12) work weeks within a twelve (12) month period.

The twelve (12) month period shall be defined as a fiscal year commencing September 1.

The District will require the employee to first use and exhaust all applicable paid leave available to the employee prior to taking Family and Medical Leave. Leave will be applied as follows:

1. For the birth of a son or daughter, and to care for the newborn child; Use of sick leave for maternity



purposes as noted under the maternity section of this Agreement and if applicable, use of family illness leave as usage is defined in this Agreement must be exhausted prior to FMLA leave.

2. For the placement with the employee of a son or daughter for adoption or foster care; Adoption leave, if available, must be exhausted prior to FMLA leave.

3. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and, if applicable, sick leave and family illness leave usage as defined in this Agreement must be exhausted prior to FMLA leave.

4. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job. Employee must use all available sick leave prior to FMLA leave.

Leave may be taken intermittently to care for an ill spouse, child, parent or for an employee's own illness if medically necessary. An employee needing intermittent FMLA leave must attempt to schedule their leave so as not to disrupt the District's operations.

The District may temporarily assign the employee to an alternate position that better accommodates the employee's intermittent or reduced leave schedule. The employee will receive the same benefits and salary schedule placement.

#### **9.12 Washington State Paid Family and Medical Leave (PFML):**

At the earliest date approved by the State of Washington, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act, which is administered by the Washington State Employment Security Department. To be eligible for this leave, employees must have worked a minimum of 820 hours in accordance with state law. Employees may initiate the use of this leave prior to exhausting all accumulated leave, with the exception that PFML shall run concurrently with FMLA for those employees that meet the eligibility requirements stated in Article 9.11 above. The District and employee shall pay the designated proportion of the payroll premium in accordance with state law. As required by state law, benefits will be maintained during periods of approved PFML leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law.

#### **EMPLOYEE ELIGIBILITY**

- a) employed by employer for at least 12 months, with 1,250 hours of service during the 12-month period immediately prior to the start of the leave.
- b) must meet one of the four conditions listed above which apply equally to male and female employees or be eligible for military related FMLA leave.
- c) FMLA leave may begin before actual birth date of a child. The employee may request leave for prenatal care if her condition makes her unable to work.
- d) FMLA leave is available for treatment for substance abuse - either for employee or for immediate family member - but only for treatment, not for absences due to use of the substance.
- e) employee must notify the District of medical treatment and make a reasonable effort to schedule the leave so as not to disrupt the District's operations.

- f) husband and wife who work for the District are both entitled to FMLA leave but it is limited to a total combined leave of 12 weeks/12-month period when the leave is for the birth/care of newborn, adoption, or foster care placement.

If leave is taken to care for a seriously ill spouse or child, spouses employed by the District may each take 12 weeks of leave.

### **EMPLOYEE NOTIFICATION**

All requests for leave and any other notice regarding Family and Medical Leave shall be in writing.

The employee must provide 30-days advance notice before leave is to begin if foreseeable or as soon as possible and practical. In the event of an emergency or situation beyond the control of the employee, the 30 days advance notice will be waived.

### **MEDICAL CERTIFICATION**

Employees wishing to apply for a FMLA leave will be required to provide to the District form WH-380 "Certification of Health Care Provider" from the health care provider who is treating the employee or immediate family member.

### **CONTINUATION OF HEALTH BENEFITS**

An employee on FMLA leave is entitled to have health benefits maintained by the District while on unpaid leave, up to twelve (12) work weeks.

- a) If the employee is paying for dependent coverage prior to leave, the employee continues to pay their share of premiums.
- b) If the employee's premium payment is more than 30 days late, the District's obligation to maintain group health insurance ceases. The District will give the employee a written notice by certified mail that their premium payments have not been received and will wait 15 days after notification before canceling coverage.
- c) The District may recover its share of premium payments if the employee does not return to work for a reason within the control of the employee.

### **RETURN TO WORK PROVISIONS**

The employee has the right to return to the same or equivalent position with the same benefits, working conditions and salary schedule placement.

The employee must provide the District 30-days advance notice where practicable. In the case of a medical leave, the employee will be required to provide substantiation from a health care provider certifying that he/she may return to work.

## **ARTICLE 10 - JURY DUTY - SUBPOENAED WITNESS**

10.1 When a regular employee covered by this Agreement is called for Jury Duty or is subpoenaed as a

witness to testify about matters which are job related in any municipal, county, state or federal court, the employee shall advise the employee's supervisor upon receipt of such call, and if taken from work for such service, shall be reimbursed as provided herein for any loss of wages while actually performing such service. The District may allow employees to retain their jury earnings without deduction, as the District deems appropriate. When directed, the employee will sign over to the Employer the Jury Duty or subpoenaed witness pay, excluding those monies for travel and meal allowances and any jury or witness pay received over and above the employee's regularly scheduled day.

- 10.1.1 Special Jury Duty or subpoenaed witness shift starting time shall be 8:00 o'clock a.m. An employee reporting for Jury Duty or subpoenaed as above, and if excused for the balance of that day, shall report as soon as possible to the employee's supervisor for the purpose of working the balance of the special jury duty or subpoenaed witness shift.

## **ARTICLE 11 - VACATIONS**

11.1 Starting in the 2015-16 school year, the pro-rated vacation days shall be converted to an hourly wage rate for each level for Years of Service and added to the hourly base rate for the appropriate level. All regular employees except Bus Drivers shall accrue and be granted the following vacation benefits upon the completion of:

### **VACATION SCHEDULE**

One (1) years' service	Five (5) days
Two (2) years' service	Ten (10) days
Four (4) years' service	Fifteen (15) days
Ten (10) years' service	Seventeen (17) days
Eleven (11) years' service	Eighteen (18) days
Twelve (12) years' service	Nineteen (19) days
Thirteen (13) years' service	Twenty (20) days

11.2 Less than full-time eligible employees vacation pay shall be on a pro-rated basis based upon the employee's assigned hours as set forth in the employee's terms of employment.

11.3 For purposes of computation of vacation time the vacation year commences September 1st of each calendar year.

11.3.1 For purposes of computing years of service to apply to the vacation schedule, those employees hired before October 31, of any school year shall be determined to have one (1) year of service. Those employees hired after November 1st of any school year shall start their first year of service for vacation schedule purposes September 1st following their hire date.

11.3.2 Vacation shall accrue for eligible employees monthly commencing September 1, on the following ratio: Vacation days from the schedule divided by twelve (12).

11.4 As of August 31st, of each year, no mechanic and/or service person shall have unused vacation in excess of twenty (20) days.

11.5 **Vacation Scheduling For Appendix "B" Employees:** The vacation period of each qualified employee shall be set with due regard to the desire, seniority, and preference of employees consistent with

the efficient operation of the Employer's business. No employee shall be required to limit the number of consecutive days off or to reschedule an existing vacation unless an unforeseen emergency exists.

## **ARTICLE 12 - HOLIDAYS**

12.1 Eligible employees will observe and be paid for the following recognized holidays, regardless upon which day in the week the holiday should fall:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	Day after Christmas
Juneteenth	

12.2 Employees shall not be required to work on the above-mentioned holidays and there shall be no deduction in pay, except as provided in Section 12.4 below.

12.3 When a holiday falls on a Saturday or a Sunday, the Employer shall have the option of observing same on the holiday or the Friday before or the Monday following the holiday. The Employer will post the holiday schedule at least fifteen (15) calendar days prior to the holiday setting forth the day for observing same.

12.4 An employee who is required to work on one of the recognized holidays shall be paid two (2) times the employee's normal daily rate.

12.5 An employee shall be eligible for holiday pay if the employee has worked the last scheduled work day immediately preceding the holiday, and the first scheduled work day following the holiday, or is excused (in writing) by management, or is on sick leave due to bona-fide illness or injury or absence.

12.6 Less than full-time eligible employees shall receive holiday pay based upon the employee's assigned hours as set forth in the employee's terms of employment.

12.7 Should the State mandate any additional holidays which are not listed above, the same shall be added and observed.

## **ARTICLE 13 - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS**

13.1 See attached Appendix A - Bus Drivers

13.2 See attached Appendix B - Mechanics

13.3 See attached Appendix C - Definitions & Bidding Procedures for Routes

(The above-mentioned appendices are attached hereto and incorporated by this reference.)

## **ARTICLE 14 - PAY ARRANGEMENTS**

14.1 All employees shall be paid monthly, in twelve (12) monthly installments. The school year does not

operate for twelve (12) months of the year. To be paid in twelve (12) monthly installments requires a pay mechanism that is based on estimated time worked. Pay is for actual time worked. A reconciliation between estimated time work required to pay twelve (12) monthly installments and actual time worked is a mandatory process. The “contract” provided by Human Resources is the mechanism used to make twelve (12) monthly installments. There shall be no deductions other than required by law or authorized in writing by the employee.

14.2 Payroll warrants shall be automatically deposited to the employee’s local bank on the day of the payroll or upon request to the payroll department and following District approval, may direct deposit earnings to any participating financial institution belonging to the Seattle First Automated Clearing House Service used by the District to distribute employee earnings. The District shall furnish each employee with an itemized statement of earnings and deductions specifying wage rate(s), hours worked and other compensation payable to him/her as well as all deductions from gross wages for the pay period. An employee may request an itemization of leave balances on an annual basis.

14.3 Upon discharge or resignation, the Employer shall pay all monies due the employee on the pay day following such resignation or discharge.

14.4 Each employee shall be issued a terms of employment within thirty (30) days of completion of bargaining. The contract shall list the employee's job title, wages, and hours of work.

14.5 **Overpayments:** In the event an employee is inadvertently overpaid by the District, the parties shall meet and discuss repayment of such amount. If the amount exceeds \$100 the repayment schedule shall be mutually agreeable between the parties and shall not exceed twelve (12) months in duration. If the overpayment amount is less than \$100, the repayment schedule shall be mutually agreeable between the parties and shall not exceed three (3) months in duration. Exceptions shall be made in cases of extraordinary financial hardship.

## **ARTICLE 15 - GROUP HEALTH CARE BENEFIT PROGRAMS**

15.1 The District will contribute the amount allocated by the state and received by the district for medical, dental, vision, Life AD&D and Long-term Disability premiums for each employee who the District anticipates will be compensated for more than 630 hours per school year. Employees will receive medical benefits and HCA carveout (included within the SEBB program) based on the assumption of more than 630 compensated hours per year. For those substitute employees who have reached 630 hours and maintain a continued expectation of employment shall continue to receive these benefits until August 31<sup>st</sup> of each year. An employee who terminates employment or breaks the expectation of continued employment shall have their benefits continue to the end of the month the break of expectation of continued employment occurred. I.e., an employee retires effective June 30<sup>th</sup>, the benefits will not be paid for July and forward.

The District shall contribute a total of \$750 to each regular employee who was on the seniority list for the 2020 – 2021 school year and remains an active employee on September 10, 2021 to the employee's VEBA account.

The District shall contribute a total of \$750 to each regular employee for the 2021-22 school year, as soon as possible, following ratification of this Agreement for all employees currently employed as of September 1, 2021. Regular is defined in Article 5.1, but for the purpose of this section it shall also include



probationary employees.

15.1.2 Payment Responsibilities: The District is responsible for payment to fund the Medical package and withholding the dollar amount necessary from the employee's pay to fulfill the total remittance owed to the SEBB. The parties agree the District shall reduce the employee's gross pay by any monies necessary to fully fund the medical package after the District's contribution has been made. Commencing September 1, 2021, and through the term of the contract, the District will contribute the amount allocated by the state and received by the District for medical premiums for each employee being compensated for more than 630 hours per school year. The employer agrees to provide information about SEBB insurance plans to eligible employees during the school year (as required or recommended by SEBB) and during each open enrollment period for any of the offered employee health care benefit plans.

15.1.3 The Union agrees that during the life of this Agreement it will not request any additional benefits for any of the above listed employee health care benefit plans.

15.1.4 The Union agrees to hold harmless and indemnify the District for any and all claims made by employees against the District for health care coverage.

## **ARTICLE 16--RETIREMENT CONTRIBUTION-INDUSTRIAL ACCIDENT INSURANCE-OASI**

16.1 The Employer shall pay into the appropriate employees' retirement program, Industrial Insurance and OASI as required, and at the prescribed rate, by law.

## **ARTICLE 17 - SALARY ADJUSTMENT FORMULA AND COMPENSATION COMPLIANCE**

17.1 Commencing September 1, 2021, through August 31, 2024, salaries for the employees covered by this Agreement shall be set as contained in Appendices A and B, unless modified as specified in this Agreement.

17.2 In the event that any provision of this Agreement is found in violation of state law, SPI rules and regulations on salaries, benefits, vacations, holidays, or any other terms of this Agreement, it shall be adjusted by the District to place the District in compliance with state statutes and rules and regulations as promulgated.

17.3 Should any court challenge to the statutes cited above be successful, thus voiding the limitations imposed thereby, the salaries and insurance benefits in this Agreement may be reopened by the mutual consent of the parties.

## **ARTICLE 18 - DISCHARGE - SUSPENSION - WRITTEN WARNING NOTICE**

18.1 The Employer may discipline, suspend without pay, or discharge an employee for just cause. An employee suspended without pay or discharged shall be given written notice, with a copy to the Union, of the complaint against him concerning his work or conduct. Such notice shall be given within ten (10) work days of the date of such complaint against his work or conduct or within ten (10) work days from the date such violation became known to the Employer. Otherwise, such written notice shall be null and void.

**Progressive Discipline:** No employee shall be discharged or suspended without pay unless the employee has received a prior written warning notice for a similar type of misconduct, provided no such

prior written warning notice shall be necessary if the cause for discharge or suspension without pay is:

- leaving a student on the bus after the end of the driver's designated shift and post-trip inspection,
- dishonesty,
- drinking related to employment,
- illegal possession and/or use of federally designated drug abuse items,
- the suspension or revocation of driver's license necessary to lawfully operate District vehicles,
- abuse of sick leave or excessive sick leave, or
- Such other misconduct which is so serious in nature as to justify discharge or suspension without pay without a prior written notice.

A written warning notice shall not remain in effect or in an employee's personnel file for a period of more than two (2) years from the last date similar misconduct occurred unless the conduct is repeated during the same year. In the case of two (2) similar misconducts in the same year, the warnings shall not remain in effect for a period of more than thirty months from the date of each warning. A copy of such written warning notice shall be sent to the Union at the time it is given to the employee.

18.2 An employee may request an investigation of his discharge or suspension, or any written warning notice and the Union shall have the right to protest any such discharge, suspension, or warning notice. Any such protest shall be presented to the Employer in writing within ten (10) work days, and if not presented within such period, the right of protest shall be waived.

18.3 The Union shall immediately take this protest up with the Employer and if it is not resolved within fifteen (15) work days, the matter may be submitted to arbitration pursuant to the terms of Article 19 of this Agreement.

18.4 The Employer shall give to a discharged employee a written notice of termination, and at the same time send a copy to the Union.

18.5 The primary purpose of the video camera system is for the protection and safety of the students and employees and security of district property. The District shall be allowed to use the video camera system to investigate a concern about an employee for just cause and acted upon within the timelines specified in Article 18 of this agreement.

## **ARTICLE 19 - GRIEVANCE AND ARBITRATION PROCEDURE**

19.1 "Grievance" as used herein shall mean any dispute between the Employer and its employees and/or the Union involving the interpretation or application of the provisions of this Agreement. The Union or Employer may initiate the grievance procedure and will take up the grievance with the other party within ten (10) work days after the occurrence of the event which gave rise to the grievance, or ten (10) work days from the date such grievance became known to the Union or the Employer, or said grievance shall be deemed waived.

19.2 **STEP I:** An employee having a concern which he feels could be a grievance shall bring up the



matter within ten (10) work days of the concern giving rise to the grievance, or ten (10) work days such matter became known to the employee, or it shall be deemed waived. The employee shall first (1<sup>st</sup>) discuss the matter with his immediate supervisor, to provide an opportunity for clarification and/or appropriate adjustment, consistent with the terms of this Agreement. The employee shall have the option of being accompanied by his Union representative if he feels that it is necessary.

**19.3 STEP II:** If it is determined a grievance does exist and it is not resolved in Step I, and if the moving party elects to proceed with it, then, within ten (10) work days, the grievance shall be reduced to writing and an attempt will be made to resolve the grievance with the Director of Human Resources, the grievant(s) and the Union, within ten (10) work days of the conclusion of Step I. If the grievance is not satisfactorily resolved within an additional ten (10) work days, then,

**19.4 STEP III:** The grievance shall be referred to a committee consisting of four (4) members, two (2) appointed by the Superintendent and two (2) appointed by the Union. Such committee shall attempt to reach a majority decision on such dispute or grievance. If such committee reaches a majority decision it is final and binding. If such committee fails to reach a majority decision on such dispute or grievance submitted to it within ten (10) work days, either party shall have the right to submit the dispute or grievance to arbitration.

**19.5 STEP IV:** Either party shall have the right to submit the dispute to arbitration within 20 work days of the unsuccessful conclusion of Step III (Unsuccessful majority). If the matter is submitted to arbitration, the parties shall select an impartial arbitrator from either PERC or FMCS. The District or Union will request a list of seven (7) disinterested persons from either PERC or FMCS to serve as the arbitrator. The parties shall flip a coin (Union in even years and District in odd years) to determine who shall strike the first (1<sup>st</sup>) name, then each will alternately strike one of the names submitted until only one (1) name remains. The person whose name remains shall be selected as the sole arbitrator.

**19.6** The arbitrator shall commence hearings within a reasonable period of time after his/her selection and shall render his/her award in writing within thirty (30) calendar days. The award of the arbitrator, together with his/her written findings and conclusions, shall be final and binding upon the parties to this Agreement and upon the complaining employee or employees, if any. The Arbitrator is not vested with the power to change, alter, or modify this Agreement in any of its parts.

**19.7** The arbitrator's fees and expenses, the cost of any hearing room, shall be borne equally by the Employer and the Union. All other costs, attorney fees and expenses shall be borne by the party incurring them.

**19.8** The Employer and the Union agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with, provided, however, said time limitations may be waived by mutual agreement, but in no event shall failure to comply with the above time limits deprive the arbitrator of authority to decide the grievance.

## **ARTICLE 20 - INSERVICE**

**20.1** The Director of Human Resources or designee shall annually work with an In-service Committee to establish an in-service training program for all transportation employees.

The In-service Committee shall consist of District and bargaining unit members. The committee shall

develop an application form and a system for making the employee aware of the employee development fund approval criteria and application procedures. The District shall allocate a minimum of \$5,000, which may be used in combination in any of the following areas:

20.1.1 To provide in-service training inside and outside of the regular work day, Professional Day(s), and prior to the beginning of the school year, when the employee's attendance is required by the District, the employee shall be paid at the Regular Driver rate. Activities can include instruction/training to enable District employees to become bilingual/biliterate as well as activities which would assist the employee(s) in meeting other District requirements for advancement. The parties recognize the opportunity for in-service inside the workday will be limited.

20.1.2 To reimburse employees for the costs of pre-approved, job-related course work at an accredited institution and for related supplies and materials. The District will provide this payment upon completion of the course provided the course work is completed at grade C or above up to the amount set by the In-service Committee per class to reimburse the expenses. Any employee receiving other sources of financial assistance in a course shall not be eligible for reimbursement for the same course. Employees may be reimbursed for more than one course per year, provided dollars are available and provided pending applicants who have not taken a course within the year are given priority over those wishing to claim reimbursement for more than one course.

20.1.3 To provide travel expenses for employees to attend job-related professional conferences. If a substitute is required, the sub cost will be paid by staff development funds out of the fund allotment.

20.2 The Committee will annually establish a calendar and a staff development budget utilizing the above funds. Unused funds shall not carry over to the following year.

## **ARTICLE 21 - MISCELLANEOUS PROVISIONS**

21.1 **Union Activity:** No employee shall be discriminated against for acting on a committee of the Union or for upholding Union principles or carrying out instructions of the Union. No employee shall suffer a reduction in wages or more favorable working conditions due to the signing of this Agreement. If the District requires the attendance of an employee at any meeting, such time shall be paid at the employee's regular rate.

21.1.1 **Union Access:** Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no undue interruption of the Employer's working schedule.

21.2 **Physicals:** The District will cover the cost of the DOT physical examination required as a condition of employment when the District contracts with a physician and the physician is utilized. If the employee prefers to use his/her own physician, the employee will use his/her medical insurance and will be reimbursed up to a maximum of the normal charge of the District's physician. The District will cover the cost of a First Aid class required by OSPI. Time spent in a first aid class offered by the District will be paid. The District will provide adequate facilities for a flu shot clinic each year provided it does not unreasonably impact the work day.

21.3 **Discrimination:** The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment nor will they limit, segregate or classify employees in any way based upon membership in a protected class, including race, religion, creed,

color, national origin , sex, sexual orientation, age, gender expression or identity, the presence of any sensory, mental or physical disability, veteran or military status, or the use of a trained guide dog or service animal by a person with a disability.

21.4 **Gender:** Where gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification, or the benefits provided in this Agreement.

21.5 The Employer agrees not to enter into any agreement or contract with employees individually or collectively, which in any way conflicts with the terms and provisions of this Agreement and Appendices.

21.6 **No Strike:** There shall be no lockout, strike, interruption of work, slowdown, or other interference with work by any employees or employee representative.

21.7 **Liability Insurance:** The Employer agrees to provide insurance coverage on behalf of the employees in order to reasonably protect and indemnify employees from liability to third parties resulting from employees negligently performing duties within the scope of their employment.

21.8 **Contracting Out:** The Employer may transfer, contract or subcontract the work performed by members of the bargaining unit covered by this Agreement, subject to the provisions of RCW 28A.400.285.

21.9 **Uniforms:** Bus drivers shall report to work dressed in neat, clean and appropriate attire. The District shall purchase one (1) winter jacket of the District's choice for contracted employees after successful completion of probation. The employees are responsible for maintaining the cleanliness and neat appearance of the jackets. Employees are required to wear the provided jacket when weather appropriate when reporting to work.

#### 21.10 **Labor Management Committee**

The Parties have agreed to establish a Labor-Management Committee. The intent of the committee shall be to review and discuss non-contractual issues arising out of the implementation of this Agreement as follows:

1. Labor Management Committee meetings shall occur no less frequently than once a calendar quarter.
2. The Employer shall maintain a presence of a minimum of three (3) managers during all meetings,
3. One (1) of which shall be the Assistant Superintendent of Human Resources or his/her designated representative.
4. The Union Business Agent will be present during all meetings and no meetings will be conducted in his absence.
5. There will be no more than four (4) employees made available for each meeting, a minimum of one (1) of which shall be a Steward.

The intent of the four (4) bargaining unit members is to have all four (4) remain on the LMC throughout the single school year (for consistency purposes). The four (4) bargaining unit members are selected by the Union Leadership and subject to their selection. Should the Union decide to replace one or all the employees, the Union will notify the District as soon as possible following the selection of the new employees.

## **ARTICLE 22 - DRUG TESTING PROCEDURE**

22.1 **Purpose.** The District has a strong commitment to provide a safe work environment for its employees and to establish programs promoting high standards of employee health and safety. Consistent with that commitment, this Agreement establishes prohibitions regarding alcohol and controlled substances and the right of the District to screen or test employees to determine the presence of alcohol and/or controlled substances. In addition, employees subject to District Policy 5259 - drug testing, shall be required, as part of this Agreement, to comply with the terms of said policy.

### **22.2 Prohibition Regarding Alcohol and/or Controlled Substances.**

(a) The unauthorized use, sale, transfer or possession of alcohol, drugs, controlled substances and/or "mood altering" substances, (except the possession or use of prescribed medication, verifiable by a current, properly issued prescription) during work hours (including meal and rest periods), on District property, in District vehicles, or in personal vehicles while conducting District business is prohibited. Violation of this section of the Agreement is just and sufficient cause for immediate discharge.

(b) Reporting for work or becoming intoxicated during working hours through the use of alcohol, drugs (including prescribed medication), controlled substances and/or "mood altering" substances is prohibited. Violation of this section of the Agreement will result in disciplinary action which may include discharge.

(c) An employee utilizing prescribed and/or "over-the-counter" medication(s) that could adversely affect job safety or performance must immediately report that fact to the employee's supervisor. Knowledge of cautions and warnings printed on the medication container label are the sole responsibility of the employee. Consultation with the employee's attending physician, concerning the affects a substance may have on that employee, may be appropriate.

In the event the employee does notify the Employer immediately upon reporting to work of the fact that such medication is being or will be taken, but does not immediately submit a physician's release, the Employer may determine that the effects of any over-the-counter or prescribed medication may, under the circumstances, impair the employee's ability to safely, properly, and effectively perform his/her duties and may decline to permit the employee to work until the effects of the medication subside to an acceptable level.

In cases where the employee is instructed by the Employer to remain off work due to the possible side-effects of over the counter or prescription medication, he/she may utilize earned, but unused, sick leave benefits in accordance with the Employer's sick leave policy.

Violation of this section of the Agreement will result in disciplinary action which may include discharge.

22.3 **Current Employee Substance Abuse Testing.** The applicable substance abuse testing procedures outlined below will be initiated if one of the following events occur:

(a) Management personnel concludes through objective observation, investigation and evaluation, that an employee is under the influence or impaired by the use of alcohol, drugs and/or controlled substances;

(b) Where an employee is involved in any accident due to the action, inaction or inattention of the employee;



(c) Where the District receives reliable information based upon personal knowledge of an individual, such as other employees of the District, the medical community, law enforcement personnel, parents or students of the District, of involvement by the employee with alcohol and/or controlled substances.

All relevant facts pertaining to an investigation conducted pursuant to the above provisions will be documented in writing and preserved for future reference by the District and the Union.

#### **22.4 Substance Abuse Testing Procedures.**

(a) The Employer will transport the suspected employee to a pre-determined testing facility.

(b) The employee will be requested to submit to the testing procedures. The employee has the right to refuse to submit to the tests; however, refusal to submit to the tests will be grounds for discharge.

(c) The employee will provide a urine sample, a blood sample or breath sample. The urine sample will be provided for analysis to determine the amount, if any, contained in the employee's urine of all substances listed in paragraph "(f)" below. The blood or breath sample will be provided for analysis to determine the amount, if any, of ethyl alcohol contained in the employee's blood or breath. The blood and urine samples will be analyzed by a D.O.T. certified laboratory. The breath sample will be analyzed by certified law enforcement personnel or medical facility.

(d) Collection of the specimens will be under the direction of qualified medical or law enforcement personnel. Collection of the specimens will take place as soon as possible following the observation, accident or incident.

The employee will cooperate fully in the collection of the specimens. Employee tampering with the specimens or refusal to submit to the test within a reasonable period of time will result in discharge. If the employee is physically unable to provide a urine sample, the blood sample will be analyzed by the laboratory to determine if any of those substances listed in paragraph "(f)" below are present in the employee's blood. However, within twenty-four (24) hours following the drawing of the blood sample, the employee will submit to a urine test. If the employee fails to provide the urine sample within a 24-hour time frame, that action will result in disciplinary measures which may include discharge.

(e) After collection of the specimens, the employee will be transported to his/her residence or other safe location. The employee will be suspended from work with pay until the test results become available and are evaluated.

(f) All specimens will be forwarded to a D.O.T. certified laboratory for analysis. Strict adherence to the chain of custody requirements will be followed during the transportation of the specimen to the laboratory. The laboratory will analyze the specimen for the substances listed herein. The laboratory will perform initial screening, and if positive results occur, confirmatory tests on the specimen. The confirmatory test shall be the GC/MS test.

The laboratory will communicate the test results to the Director of Human Resources. The Director of Human Resources will evaluate those results and confer with the Superintendent to determine the District's course of action.

Levels. The parties agree to adhere to the Department of Transportation's (DOT) cutoff levels when

screening specimens to determine whether the samples are negative for these drugs or classes of drugs:

Substances

- Amphetamine
- Barbiturates
- Benzodiazepines
- Cannabinoids
- Cocaine metabolites
- Methadone
- Methaqualone
- Opiates
- Phencyclidine (PCP)
- Propoxyphene
- Ethyl Alcohol

The laboratory will communicate the test results to the Director of Personnel. The Director of Human Resources will evaluate those results and confer with the Superintendent to determine the District's course of action.

(g) Test results will be stored at the Human Resources Office in a secure file outside the regular personnel files. Access to the file will be extremely restricted--only the Superintendent, Assistant Superintendent and Human Resources Director will have access. All records will be treated in the most confidential fashion by the District and the Union. Disclosures, without employee consent, may occur when:

- (1) The information is compelled by law or judicial or administrative process.
- (2) The information has been placed at issue in a formal dispute between the Employer and the prospective employee.
- (3) The information is needed by medical personnel for the diagnosis or treatment of a patient who is unable to authorize disclosure.

(h) All costs associated with substance abuse testing, other than an independent analysis requested by the employee, will be paid by the Employer.

(i) Should analysis of the specimens indicate a negative level of a substance in an employee's system, the employee will be reinstated to the employee's former position.

(j) Should analysis of the specimens indicate a positive level of a substance in an employee's system, the District will have the following options:

- (1) Discharge the employee; or
- (2) Provide the employee an opportunity to enter into a Last Chance Agreement. Included in the Last Chance Agreement, the employee will be evaluated by a qualified drug/alcohol counselor to determine the extent of the employee's chemical dependency. If, in the opinion of the counselor, the employee requires rehabilitation services, the employee will be placed on a non-paid leave-of-absence for a period not to exceed ninety (90) days and enroll and complete a certified alcohol and/or drug rehabilitation program. An employee may use accumulated sick leave or vacation during this ninety (90) day period. If the employee successfully enrolls and

completes the program within ninety (90) days, the employee will be reinstated to the employee's former position. The District reserves the right of concurrence on the selection of the rehabilitation counselor, facility and program content. Cost of the rehabilitation program will be paid by the employee or medical insurance provider (within contractual limitation). The employee will submit semi-weekly written progress reports from the employee's counselor during the entire treatment program. The employee will be reinstated to his/her former position when the following conditions have been met:

- a. the employee has successfully completed the treatment program; and
- b. the attending counselor has formally released the employee to return to work; and
- c. the employee agrees to submit to a substance abuse test.

During the next twelve (12) months following reinstatement, the employee consents to be tested for the presence of alcohol, drugs, and/or controlled substances at any time, with or without cause. Any subsequent violation of this Agreement will be grounds for immediate discharge.

**22.5 Self-Recognized Substance Abuse.** Employees with a substance abuse problem must immediately notify their supervisor of their condition. For evaluation purposes, a substance abuse test may be appropriate. If, in the opinion of a qualified drug/alcohol counselor, the employee requires rehabilitation services, the employee will have an option to enroll in a rehabilitation program and be subjected to the guidelines as outlined in Section 22.4 (j) above. Any employee who complies with the above requirements prior to a violation of this policy shall be immediately granted sick leave followed by leave without pay in accordance with Section 22.4 (j) (2) above.

**22.6 Pre-Employment Substance Abuse Testing.** Job announcements will advise job applicants that a pre-employment substance abuse screening policy exists. The parties agree that pre-employment substance abuse testing is a District prerogative and may be performed in any manner as determined by the District. Employment applications will advise job applicants that a pre-employment substance abuse screening policy exists. The parties agree that pre-employment substance abuse testing is a District prerogative and may be performed in any manner as determined by the District.

**22.7 Employer Conducted Searches.** The District reserves the right to conduct searches of District property, district owned vehicles or district equipment at any time or place. Failure to cooperate with these procedures, without just cause, will be grounds for discharge.

## **ARTICLE 23 - NO SMOKING**

**23.1** No employee may smoke any kind of lighted pipe, cigar, cigarette, or any other lighted, smoking equipment or material or use tobacco products in or on District property.

**23.2** Employees who violate this contract provision are subject to the following progressive discipline:

1. **First Violation:** The employee will be requested to cease and desist smoking or use of tobacco products immediately and be given a verbal warning that they are in violation of this Agreement.
2. **Second Violation:** The employee will be requested to cease and desist smoking or use of tobacco products immediately and be given a written reprimand warning that they are in violation of the Agreement.
3. **Third Violation:** The employees will be requested to cease and desist smoking or use of tobacco



products immediately and be suspended for one (1) day without pay.

4. **Fourth Violation**: The employees will be requested to cease and desist smoking or use of tobacco products immediately and be suspended for one (1) week without pay.

5. **Fifth Violation** a fifth violation can result in immediate termination.

23.3 The District agrees to pay the cost of assistance in an amount up to One Hundred Dollars (\$100.00) for each of the two (2) allowable no-smoking clinics. Provided, however, the District shall not pay for more than two (2) attempts by an employee to complete a no-smoking program.

## **ARTICLE 24 - PERSONNEL FILES**

24.1 Employees shall have the right to review material in their personnel files maintained in the Employer's Human Resources Office during regular business hours. The employee may have a representative of the Union accompany him if so desired. Upon request, copies of documents in the personnel file shall be provided by the Employer.

24.2 Materials, including evaluations, judged by the employee to be negative and/or derogatory may be answered by the employee in writing. Such written response shall be attached to the material in question and become a part of the personnel file.

24.3 The Employer will notify an employee, in writing, of any derogatory or negative report that is placed in the employee's file within fourteen (14) calendar days of such action.

24.4 After three (3) years, an employee may have derogatory material other than yearly evaluations expunged from the employee's file, provided that similar misconduct has not taken place within such three (3) years, in which case all reports of similar misconduct will remain in the employee's file for three (3) years from the date of the latest incident giving rise to the derogatory material being placed in the employee's file. Decisions on requests to expunge an employee's file at an earlier date shall be made by the Superintendent or designee.

24.5 When an employee reviews the personnel files, the employee will sign and date the review only to indicate the incidents.

24.6 Other records retained in the Human Resources Office and subject to review by the employee upon request include: (1) Employee's application form; (2) Certification records; (3) Payroll information; (4) Routine correspondence; and (5) Evaluation.

## **ARTICLE 25 - SAVINGS CLAUSE (Conformity to Law)**

25.1 If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The Article or Section held invalid shall be modified as required by law or the tribunal of competent jurisdiction or shall be renegotiated for the purpose of an adequate replacement.

## ARTICLE 26 - TERM OF AGREEMENT

26.1 This Agreement shall be in full force and effect from September 1, 2021 and shall remain in full force and effect through August 31, 2024. Either party may, upon sixty (60) calendar days' notice prior to the date of expiration, give notice to terminate or amend to the other party. In the event only notice to amend is given, the Agreement shall remain in effect for a period of up to one (1) year while the parties negotiate amendments. Such amendments shall be effective September 1, 2025.

The parties agree that due to the implementation of the Traversa Routing and Trip Software scheduled to take place sometime during the life of this agreement, the parties shall discuss the impacts during Labor Management Committee meetings, and if necessary, agree to bargain the effects of the impact of the changes due to Traversa.

YAKIMA SCHOOL DISTRICT NO. 7 *SM*

TEAMSTERS LOCAL NO. 760

By *Martha Rice*  
President, Board of Directors  
of Yakima School District #7

By *Leonard J. Crouch*  
Leonard J. Crouch  
Secretary Treasurer

Date *10/29/21*

Date *10.20.21*

Attest *[Signature]*  
Superintendent & Secretary of the Board

ORIGINAL

Date *10/29/21*

**APPENDIX "A"**  
**TRANSPORTATION EMPLOYEES**

**ARTICLE 1A - DEFINITIONS AND DIRECTION OF THE WORK FORCE**

1.A.1 A transportation employee is one who is engaged in, but is not limited to, the following functions: Transporting students, washing/ cleaning of buses, and bus inspection.

1.A.2 The Transportation employees will be under the direct authority of the Director of Transportation.

1.A.3 It is recognized that the Superintendent of Schools has direction of all departments of the school system.

**ARTICLE 2A - HOURS OF WORK - OVERTIME**

2.A.1 The work week for bus drivers shall consist of up to forty (40) hours of work. Such work week will be comprised of the total hours assigned through regularly scheduled duties, and extra-curricular runs, Monday through Sunday.

2.A.2 Any and all hours worked in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1-1/2) the employee's regular hourly rate when regular pupil transportation hours exceed forty (40) hours per week. In the event that overtime is caused by extra-curricular run(s), the overtime rate shall be one and one-half (1-1/2) times the rate of pay.

2.A.3 Bus drivers who take extra-curricular trips shall be paid for all hours worked, including standby time. Exception: Overnight trips, for which the employee shall receive compensation for all hours worked excluding duty-free time or sleep time.

## ARTICLE 3A - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

3.A.1 The following salary schedule for transportation employees regularly assigned bus runs shall be effective:

### TEAMSTERS-TRANSPORTATION 2021-22 SALARY SCHEDULE EFFECTIVE SEPTEMBER 1, 2021

Years of service						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	hire -3	4 - 5 yrs	6 - 9 yrs	10 - 14 yrs	15-19 yrs	20 +
<b>BUS DRIVER</b>	\$25.10	\$25.71	\$25.84	\$26.45	\$26.70	\$27.18
<b>Mechanic</b>	\$31.45	\$31.72	\$32.00	\$32.29	\$32.57	\$33.19
<b>Mechanic Lead</b>	\$32.77	\$33.03	\$33.33	\$33.61	\$33.90	\$34.50
<b>Service Tech</b>	\$24.19	\$24.45	\$24.72	\$25.00	\$25.27	\$25.77
<b>Parts Room Monitor</b>	\$17.94	\$18.13	\$18.30	\$18.50	\$18.67	\$19.12

For years 2 and 3 of the CBA, the wages shall be adjusted by the IPD determined by the legislature of the State of Washington.

### Years of Service

3.A.1.1 For purposes of computing years of service to apply to the salary schedule, those employees signed on as a contracted driver (a driver who is assigned a route) before December 31, of any school year shall be determined to have one (1) year of service, on the pay scale, and on September 1, of the following year shall be considered beginning the 2<sup>nd</sup> year of service. Those employees hired after January 1, of any school year shall start the employee's first (1st) year of service for salary schedule purposes September 1, following the employee's hire date. Employees hired as of July 31, 2002, shall not be adversely affected by this provision. Movement on the pay scale shall take place on September 1 of each year.

Example: an employee is hired on as a sub September 15 of 2021. That employee is on the sub rate of pay. December 10, 2021 the employee is assigned a regular route. September 1, 2022 the employee moves to year 2 of the pay scale, but remains on step 1. September 1, 2023 the employee moves to year 3 of the pay scale (step 1 still). September 1, 2024 the employee moves to year 4 of the pay scale now moving to step 2, of the pay scale.

3.A.2.1 **Driver-Trainer:** The Employer may employ, from time to time a driver-trainer in order to train bus drivers. Such person shall be certified by the State of Washington as a driver trainer with the District. If the District employs regular bus driver as driver-trainer, the District may use a substitute driver to replace the regular bus driver's route. The regular bus driver's route shall not be subject to rebidding by other employees within the bargaining unit. A premium of two dollars (\$2.00) per hour must be paid on all hours when the employee is working as a driver-trainer.

3.A.2.2 **Shop Assignments:** The employer may make additional assignments in conjunction with the Transportation Vehicle Repair Facilities which shall be paid for at the service technician rate of pay. Any opening for such assignment shall be advertised and filled with the most qualified by virtue of training, experience, performance and ability.

## **APPENDIX "B"**

### **MECHANICS/SERVICE PERSONS**

#### **ARTICLE 1B - DEFINITIONS AND DIRECTION OF WORK FORCES**

1.B.1 A transportation mechanic is one who is engaged in, but is not limited to, the following functions: Inspection, Repair, Maintenance, and general use of mechanics tools to upkeep vehicles and/or machinery for the Employer.

1.B.2 A service technician is one who does the lubrication of school vehicles, repair lights, belts, tire changes and other duties as assigned.

1.B.3 A parts room monitor is one who receives inventory, sets up and monitors stock for the Transportation Vehicle Repair Facilities and other duties as assigned.

1.B.4 The transportation/shop employees will be under the direct authority of the Director of Transportation or designee.

#### **ARTICLE 2B - CLASSIFICATIONS - WAGE RATES**

2.B.1 The following salary schedule for bus maintenance employees shall be effective:

##### **BUS CO-OP MECHANIC/SERVICE PERSONS**

###### Years of Service

2.B.2 **Stipend:** Mechanics shall receive an additional \$50.00 per month, effective September 1, 2007, for advanced qualifications and duties.

#### **ARTICLE 3B - HOURS OF WORK - OVERTIME**

3.B.1 **Work Day / Work Week:** The regular work week shall consist of forty (40) hours and shall be five (5) consecutive days. Eight (8) hours shall constitute a day's work to be completed within eight and one-half (8-1/2) consecutive hours. All employees shall be allowed one-half (1/2) hour for lunch. Time authorized by the Supervisor beyond the regular work day will be paid by signed time sheets.

3.B.2 **Overtime:** Any and all hours worked in excess of eight (8) hours per day or exceeding forty (40) hours per week shall be paid at the rate of time and one-half (1-1/2) the employee's regular hourly rate. (Overtime hours will be authorized by the employee's supervisor.)

3.B.3 **Callout/Callback:** Each callout/callback ordered by an employee's supervisor shall be paid at the rate of time and one-half (1-1/2) the employee's hourly rate. An employee shall be paid a minimum of two (2) hours for each callout and/or callback, and if worked over two (2) hours, shall be paid time and one-half (1-1/2) for actual hours worked. A callout/callback shall be defined as any work performed by the employee as directed by the employee's supervisor after the employee has completed the regular work shift and left the work site.

3.B.4 **Rest Periods:** The thirty (30) minute meal period shall be as near the middle of the work shift as



possible. During each four (4) hour portion of an employee's work day, the employee is entitled to one (1) fifteen (15) minute rest period. The fifteen (15) minute rest period shall be taken as near the middle of the four (4) hour shift as possible and shall be taken at the job site. Rest periods (or meal periods) missed during the course of the day due to emergency situations shall be made up prior to one (1) hour before the end of the work day. Rest periods shall not be skipped in order to allow the employees to leave the job site prior to the regular close of the work shift.

#### **ARTICLE 4B - OTHER PROVISIONS**

4.B.1 The Employer agrees to provide an adequate, dry and safe storage place for the storage of mechanics' tools which may be necessary in the performance of the employee's work. The Employer agrees that while such tools are in the Employer's custody and providing that the employee has locked these tools in an adequate tool box, and further, that the loss is not caused through negligence of the employee, the Employer will carry insurance or assume liability to cover the full replacement value of such tools which may be lost because of fire, flood, or theft, provided, however, that the employee is responsible for providing the Employer with a current inventory of all tools. Should the inventory provided by the employee not contain a tool lost for any reasons set forth above, the Employer shall have no liability to cover the replacement value of such tool. The employee will be provided up to two (2) hours work time per year to inventory tools.

4.B.2 The Employer shall furnish each mechanic and/or serviceperson with a clean pair of coveralls on an as-needed basis. Other protective clothing and/or equipment required by the Employer for the employee in the performance of the assigned duties shall be provided by the Employer at no expense to the employee.

4.B.3 **Tool Allowance:** The Employer shall provide Five Hundred Dollars (\$500) per year per employee for tools.



## APPENDIX "C"

### DEFINITIONS AND BIDDING PROCEDURES FOR ROUTES

1.C.1 Pupil Transportation bus routes, will be established by the Director/or Assistant Director of Transportation and will include the total paid time of each route. The routes shall be bid on the basis of seniority of bargaining unit members at the beginning of each school year.

#### DEFINITION/RULES

##### 1.C.2

**Basic Routes:** Basic routes are to and from school only and consist of an AM and PM run;

**Special Education Routes:** Special education routes consist of an AM and PM run. For some routes there may be a linked MID-DAY associated with it.

**Mid-day Routes:** Mid-day routes pertain to special education and will be bid on in association with certain special education routes. In some cases, there could be a mid-day route that is bid separately

**Shuttle Routes:** A shuttle routes is associated with transportation requirements for students between schools and off site educational/work facility. Shuttle routes are bid on separately and not associated with any other route

1.C.3 **Route Bidding:** The routes open for bid will include linked AM and PM regular routes and Special Education runs. Drivers may select an assigned bus from among those appropriate for the size and type of bus run bid.

1.C.3.1 **Mid-day and Shuttle Bids:** Employees may bid mid-day and shuttle bus runs in conjunction with their linked AM / PM bus runs. Drivers may bid mid-day runs so long as they do not conflict with their AM/PM linked routes posted by the District. Special Education routes may not be modified from the AM/PM/Mid-Day linked routes posted by the District. It is understood that in the event the shuttle is discontinued mid-year, the employee may not bump another employee to replace the lost shuttle. In the event that shuttles are added after the bid, they shall be posted and offered in order of seniority.

1.C.3.2 **Bus Assignments:** Drivers, in an order of seniority, may select from those buses appropriate for the size and type of bus run bid, a bus to be the drivers assigned bus. The District reserves the right to reassign busses based upon the size and type of bus run, changes in student population, or other District needs.

##### 1.C.3.3 Route Bidding Adjustments

This is a two-Phase process, Phase one will be used to determine the accuracy of the average route times. The process will begin with the first day of school and end the last working day of the month of September. Phase two will be for all changes after last working day of September.

#### PHASE 1: Start of School Year Process

1. The District shall be responsible for establishing average route times at the start of each school year. Last years ending route times will be provided for comparison purposes only.
2. Required: If Drivers want to adjust the average route time, they are required to maintain a daily log during this process.
3. Drivers will be paid for actual time worked. Driver pay will be adjusted to reflect actual time worked during this time period. No makeup time.
4. The daily log will be used to determine necessary adjustments to the established average route times.
5. At the end of September, the driver shall meet with the District to adjust the pay contract if necessary.

#### PHASE 2: During School Year Process (After 9/30)

6. It is the drivers' responsibility to notify management of any reduction/increase of the time in their regular bid routes caused by a permanent change (i.e., enrollment, bus stop addition/elimination, route alteration, etc.).
7. Management will inform drivers of any permanent time changes (i.e., enrollment, bus stop addition/elimination, route alteration, etc.) that come to its attention, as soon as possible.
8. Permanent time changes will trigger the mandatory 20-day process.

#### 20 DAY PROCESS REGULAR ROUTES

9. Regular Drivers whose bid route time decreases/increases consistently for more than twenty (20) work days by more than ten (10) minutes shall report to management the change. The twenty (20) days shall be recorded on a daily log. The change will be reviewed by the driver and management with the final decision being made by management. If the change is greater or less than ten (10) minutes per day the contract pay mechanism will be changed accordingly. If the change is ten (10) minutes per day or less the change will be paid or deducted using a timesheet. The pay adjustment will be for all actual time worked and retroactive to the start of the twenty (20) day period.

#### 20 DAY PROCESS SPECIAL EDUCATION ROUTES

10. Special Education Drivers whose bid route time decreases/increases consistently for more than twenty (20) work days by more than one (1) student shall report to management the change. The twenty (20) days shall be recorded on a daily log. The change will be reviewed by the driver and management with the final decision being made by management. If the change is greater or less than ten (10) minutes per day the contract pay mechanism will be changed accordingly. If the change is ten (10) minutes per day or less the change will be paid or deducted using a timesheet. The pay adjustment will be for all actual time worked and retroactive to the start of the twenty (20) day period.

**1.C.4 Bid Date:** The drivers will be informed of the bid date for the next school year on their end-

of-the-year check-out form. It will be required for each driver to initial the check-out form to verify they have received this information.

**1.C.5 Proxy Vote:** In the event drivers cannot make their bid times, due to extenuating circumstances, it will be the drivers' responsibility to have a proxy in writing to allow another individual to substitute in their place. The proxy vote provision is applicable only to the start of the year basic education bid process. It is not applicable to the during the year signup/bid process.

**1.C.6** Each route will be posted on the bulletin board with the following information included: individual run times of the route, and total time of the route. Van washing or other extra work assignments will apply toward the minimum guarantee of hours of the route.

**1.C.7 Washing & Fueling:** Each driver is allocated fifteen (15) minutes per day at their regular rate of pay for washing and fueling of their assigned vehicles. These time periods are part of the bid route times and are reflected in route times. The parties recognize that the 15 minutes per day washing and fueling time may be used on a cumulative, per week basis. In lieu of 15 minutes per day the employee may accumulate up to seventy-five (75) minutes per week for the purpose of washing, cleaning, and fueling the assigned vehicle. Trip washing and refueling is paid based on actual reasonable time. It is the expectation of the employer that each employee performs the washing of the exterior, cleaning of the interior and refueling. Should an employee request an accommodation to not perform the washing & cleaning duties, the employer and employee shall reach a mutual written agreement on which employee may wash and clean on behalf of the accommodated employee, including the portion of the stipend the employee performing the work shall receive from the accommodated employee's funds. This mutual agreement shall be memorialized in writing, with copies of the mutual agreement kept by both employees and the management team. The mutual agreement may be revoked with 1-weeks written notice to the employee and manager.

**1.C.8** I.e. John Doe requests an accommodation. The supervisor and John Doe agree Sally Smith may clean on behalf of John at the cost of 10 minutes per day/50 minutes per week. John's stipend is reduced from 15/75 to 5/25 minutes while Sally's stipend is increased by 10/50 minutes or a total of 25/125. Nothing herein shall cause the district to incur overtime. When more than one transportation employee volunteers to take on additional cleaning/washing duties seniority shall be a deciding factor.

**1.C.9** In all like situations referenced herein, we encourage a collaborative process when the employee(s) and employer work to find solutions to the issues which may come up.

**Inclement Weather Washing:** during periods of inclement weather, employees are expected to clean the interior of the bus in lieu of exterior washing.

**Late Returns Washing:** when working by one's self employees are expected to clean the interior and the exterior of the bus prior to its next scheduled use.

**End of Year Washing:** during the last week of school each driver will be required to make a final cleaning of the bus and will be paid two (2) additional hours for Class C buses or below and four (4) additional hours for Class D buses.

1.C.10 **Daily Minimums:** Employees bidding regular transportation routes as defined in this Agreement of 3.25 hours or more are guaranteed four (4) hours of work. These guarantees are subject to the following subsections: Actual Time Worked and Dead Time. Van washing or other extra work assignments will apply toward the minimum guarantee of hours of the route.

1.C.10.1 **Actual Time Worked:** The District will pay for all time actually worked. Each employee is expected to work for all compensated time.

1.C.10.2 **Dead Time:** time which is not included in the total driving time of their normal route and spent at a site, away from the transportation building, waiting for student pick-up. The District will pay for any authorized dead time, between routes, up to thirty (30) minutes in length. Work assignments may be made for this time.

1.C.10.3 **Call Back:** A Call-Back will be paid a two (2) hour minimum and only that portion of a call-back which becomes overtime shall be paid at the rate of one and one-half times ( $1\frac{1}{2}$ ) times the appropriate rate.

## **DEFINITION AND PROCEDURE FOR BIDDING EXTRA-CURRICULAR**

2.C.1 **Required Trip Information:** Barring unforeseen circumstances, each trip will be posted on the bulletin board by Friday at 3:00pm for the week beginning on Sunday, 9 days later. The following information shall be included: individual run times of the trip, total paid time of the trip, and a meal allowance if applicable. Awarded trip results will be posted no later than the following Wednesday at 2:00pm. The award shall be in writing and placed in the employee's mail slot. All trips will be offered and awarded based on the following process:

Drivers who wish to forgo their regular run (on a daily basis) in lieu of a trip, which will provide more hours than their regular run, shall sign up for the "**Quarterly Trip List**" the week prior to each quarter and posted by the following Monday. The previous list shall be in effect until the effective date listed on the new posting is posted on the Trip Board.

The department shall also post and maintain a "**Quarterly Trip Optout List**". The Trip optout list shall be up for drivers to sign and to be run concurrent with the Quarterly Trip List herein. These drivers are opting out from the Monday through Friday trips which conflict with their regular scheduled runs and shall not be forced to take a run different than what they bid, including evening and weekend runs.

1. The trip list shall be maintained by the Transportation Director with a copy to the union steward.
2. When a Monday through Friday trip conflicts with a regular driver's route, the driver who signed the Quarterly Trip List may be pulled from his/her route and assigned to the trip.
  - a. When the transportation department needs to schedule a trip which conflicts with a driver's route, the department shall start at the top of the Trip List to assign the trip in lieu of the regular route.
  - b. The assigned driver will go to the bottom of the Trip list and the next driver shall be at the top of the Trip list.
  - c. The Monday through Friday Trip List (which conflicts with the regular scheduled route) shall operate on a rotation wheel concept from the Quarterly Trip List.



- d. When more than one trip is assigned in one day, the senior driver shall be assigned the trip with the most expected hours, with the next senior driver taking the next most expected hours, etc. Nothing herein shall prevent the driver and the department from reaching a mutual agreement to bypass the hours to a trip with less hours.
3. The district shall backfill the route with a sub.
4. Trips which do not conflict with regular weekday driver routes shall be posted (as the **After Hours/Weekend Trips**) and awarded to the driver with the highest seniority (not the rotation wheel as described in Appendix 2.C.1.2c herein but from the regular seniority list) who meets the trip eligibility requirements as posted and the driver has not exceeded 44-hours for the week;
5. Substitute driver if no regular driver meets #4;
6. The trip may be filled by any driver who volunteers for the trip, regardless of the hours worked that week (subject to DOT regulations);
7. In the event the trip is on a weekend and is not filled by the steps herein, the least senior employee, who did not sign the Quarterly opt-out list, shall be assigned the trip. Once the employee is assigned a trip, he/she will go to the top of the list and may not be forced to take another trip until the rotation (seniority list for this case only) returns to his/her name.
8. In the event a trip has been awarded to a driver and the trip has been withdrawn by the district, the driver will be paid in accordance with 2.C.4

2.C.1.1 All trips will be awarded on a seniority basis. Trip awards will be on a weekly seniority basis. If a District schedule requiring multiple drivers is altered reducing that amount based on changes to the trip and the number of buses needed, the senior awarded driver(s) shall work the trip. Except in the event of an emergency situation a driver who is awarded an extra-curricular trip must notify the Director of Transportation or designee if he/she is canceling the assignment within forty- eight (48) hours of its start time. Failure to provide the District with the forty-eight (48) hour notice will result in the offending driver vacating all trips for that day and the subsequent seven (7) days except if cancelled due to the use of bereavement leave or jury duty.

2.C.1.2 The District will provide a daily sign-up list for employees who are interested and available to work mid-day runs. The District will offer the work to those employees who have signed said list in accordance with seniority. Except in cases of emergency, failure to take the mid- day run after signing for the run, will result in the offending driver relinquishing all mid-day coverage for the following four (4) work days except for mid-days vacated due to the use of bereavement leave or jury duty.

2.C.2 **Meal Allowance:** When a District trip includes a meal break, the District shall furnish a meal allowance in accordance with District Policy.

**Extra-Curricular Routes:** shall not be included for benefit computation purposes.

2.C.3 The District may contract out to a charter service, Extra-Curricular runs not to exceed 5.25% per year. Included in the 5.25% will be Regional and State competitions. Charter trips funded by outside sources are excluded from the agreed to number. When a trip is chartered, the District shall post on the



trip board with an assigned number and specifically defining the funding source of the trip. All other extra-curricular trips shall be available to bargaining unit members driving District buses. In the event there is not an adequate number of drivers or buses available the trip can be chartered; those trips will not be included in the allowed 5.25%.

2.C.3.1 **Mid-day and Shuttle Bids:** Employees may bid mid-day and shuttle bus runs in conjunction with their linked AM / PM bus runs. Drivers may bid mid-day runs so long as they do not conflict with their AM/PM linked routes posted by the District. Special Education routes may not be modified from the AM/PM/Mid-Day linked routes posted by the District. It is understood that in the event the shuttle is discontinued mid-year, the employee may not bump another employee to replace the lost shuttle. In the event that shuttles are added after the bid, they shall be posted and offered in order of seniority.

2.C.4 If an extra-curricular trip exceeding two (2) hours is cancelled within 48 hours of its start time and no other trips are available for the assigned contracted driver, two (2) hours, at the extra-curricular rate will be paid to the driver as a cancellation award. If an extra-curricular trip exceeding two (2) hours is to occur on a non-student day and it is cancelled within thirty (30) minutes of the designated work start time for the driver, the employee will be paid three (3) hours as a cancellation award. This section shall not apply to trips cancelled due to weather or emergency.

2.C.4.1. In the event an employee is called by the District and reports for duty and no assignment exists, the employee shall be paid two (2) hours at the applicable regular driver rate.

2.C.5. **Temporary Summer Work:** Bargaining unit employees may apply for work in the transportation bargaining unit subject to the terms of the contract between the District and Local 760. Bus drivers shall not be eligible for temporary summer work if such work interferes with regular transportation assignments. The rate of pay for such work shall be the first-year rate for the position worked and any such work performed for the employer shall not be considered in the pro-ration of benefits. The assignment of work shall be based on seniority.

#### **2.C.6 Overnight Trip Guidelines**

- Motel Room – a motel room alone will be provided when available and reasonable (i.e.: if trip is at a campground, the driver will be provided a room alone at the campground. The driver will stay at the same motel as the students/coaches).
- Food reimbursement – per District travel policy
- A minimum of eight hours pay will be provided for “non-driving” days on an overnight trip. (“Non-driving” is a day when the driver is not driving from Yakima or to Yakima).
- Schedule – The District will attempt to provide a trip schedule when feasible.

Memorandum of Agreement  
Between the  
Yakima School District (District)  
and  
Teamsters Local Union No. 760

Pilot Attendance Incentive for the Association and Individual Employees

The parties to this Agreement are Teamsters Local Union No. 760 and the Yakima School District (District). This Agreement is entered into by the parties regarding a pilot attendance incentive for the Association and Individual Employees.

- A. The parties agree that regular attendance by employees is a shared interest and supports consistent services to students, reduces workload on other employees and helps assure that individual employees have leave banked for changes in personal circumstances.
- B. At the beginning of each year, employees shall be provided a form for tracking leave usage and balances for the work year. The District and Association shall co-sponsor training on accessing leave information on the Skyward system for employees on a District in-service day(s) and/or early release days(s).
- C. In the July payroll any employee who had no unpaid leave and used no more than twelve (12) days of paid leave from the employee's balances of sick leave, family illness and accident leave and personal leave in the just-completed work year shall be paid for an additional day.
- D. This is a pilot program and neither party is obligated to continue this program in subsequent agreements if either party is unsatisfied with the reduction in unauthorized unpaid leave used.
- E. Nothing in this pilot program reduces the obligation of employees to comply with requirements in this Agreement or District practices regarding the appropriate use of leave.