

Agreement

between the



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



and the

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



September 1, 2024 - August 31, 2027

Tacoma, Washington

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PREAMBLE

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

The parties hereto agree as follows:

ARTICLE I. DEFINITIONS AND RECOGNITION

Section 1. Definitions

1. Board: Board of Directors of Tacoma School District No. 10.
2. District: Tacoma School District No. 10.
3. Employee: Any employee of the District covered by this Agreement.
4. Superintendent: Superintendent of Schools of Tacoma School District No. 10. or designee.
5. Union: International Union of Operating Engineers, Local 302 (Bus Drivers).
6. Regular Bus Driver: A regular bus driver is an employee who is permanently assigned to a bid route.
7. Substitute Bus Driver: A substitute bus driver is an employee who replaces a regular bus driver on a daily basis. Substitute drivers should be available from 5:30 a.m.-6:00 p.m. on a daily basis.
8. Cover Driver: A regular bus driver that has bid on a cover driver route and is used to cover daily work per the needs of the District. Start time and driver assignment will be assigned daily by the Dispatcher. The District will make the effort to maintain a minimum of two (2) Cover Drivers.
9. Feasible: Capability of equipment (capacity, lift, etc.), location of equipment, cost to the District (except for the hourly rate of pay), and seniority of driver.

10. **Qualifications:** Each bus driver must meet all State standards for school bus drivers; must know how and where to add fluids to District buses; be able to drive any District bus in city driving; be able to meet the transportation needs of medically fragile students and students with other disabilities, including securing students in the bus using equipment like safety vests or wheelchairs; and be able to read and follow route directions, maps, and street indexes.
11. **Route:** A route is comprised of specific runs.
12. A run is any segment of time required to transport students, has an established beginning and ending time, and is expected to be driven on a regular basis.
13. **Bid Route:** The bus and the prearranged schedule and hours on which regular bus drivers bid.
14. **Driver Dispatcher and Field Trip Coordinator:** An employee permanently assigned to one of these positions, working a twelve (12) month schedule.
15. **Route Driver Trainer:** A route driver trainer is a regular bus driver who is permanently assigned to a bid route and assists as needed with driver training activities.
16. **Vehicle Service Attendant:** A vehicle service attendant is a regular bus driver who is permanently assigned to vehicle service duties.
17. **Open Route:** a route that has not been bid on by a regular driver.
18. **To - From Work Assignment:** The responsibility of drivers to transport students from home to school or school to home.
19. **Senior Driver:** A senior driver is a regular bus driver that has completed at least ten (10) years with the Tacoma School District as a regular bus driver.

Section 2. Recognition and Unit Designation

1. **Recognition:** The Board recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 2

with respect to wages, hours and working conditions and other conditions of employment.

2. **Bargaining unit:** The bargaining unit to which this Agreement is applicable is composed of all regular bus drivers, bus driver dispatcher, field trip coordinator, all substitute bus drivers, route driver trainers and vehicle service attendants in the District.

ARTICLE II. MANAGEMENT RIGHTS

Section 3. Management Rights

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

ARTICLE III. GENERAL CONTRACT PROVISIONS

Section 4. Grievance Procedure

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

1. **Informal Step:** The aggrieved employee or their union representative shall meet with the immediate supervisor within thirty (30) calendar days following the date of the last occurrence of the grievance to resolve the grievance. Every effort should be made to resolve the grievance informally;

however, if the grievant does not feel the issue will/can be resolved informally they may proceed to Step 1. For terminations, the District and the Union may mutually agree to move the grievance to Step II.

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

2. **Step I:** In the event the grievance is not satisfactorily resolved in the Informal Step, the aggrieved employee and the union representative shall, within fourteen (14) calendar days following the date of failure to resolve it in the Informal Step, present the grievance in writing to the Director of Transportation.

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

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

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

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

4. **Step III:** In the event the two parties cannot arrive at a satisfactory resolution to the grievance, the Union may request binding arbitration on any grievance related to violation of this Agreement. If the Union determines to seek binding arbitration, it shall, within fourteen (14) calendar days following the date of the Step II written response, submit a request for a list of at least five (5) arbitrators from the Federal Mediation and Conciliation Service unless other arrangements are agreed to between the District and the Union. The parties will determine the arbitrator from this list by alternately striking a name from the list. The arbitrator's decision will be in writing and will set forth the finding

of fact, reasoning and conclusions. The arbitrator will be without power or authority to make any decision which is outside this Agreement.

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

5. The time limits specified within this grievance procedure may be extended by mutual agreement of the District and the Union.

Section 5. Negotiation Procedures

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

Section 6. Union Security

Upon receipt from the Union of an employee's written, electronic, or recorded voice authorization, the Employer shall have deducted from the pay of such employee the amount of dues, initiation fees, and other such deductions as the employee authorized as certified by the Union and will transmit the amount to the Union each pay period, together with an indication of the pay period dates, the employee's rate of pay and number of straight time hours.

The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. After the employer receives confirmation from the Union that the employee has revoked authorization for deductions, the employer shall end the deduction no later than the second payroll after receipt of the confirmation. The Employer shall rely on information provided by the Union regarding the authorization and revocation of

deductions.

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

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

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

The Union will be permitted thirty (30) minutes during the first ninety (90) days of employment to meet with a newly hired bargaining unit employee to present information about its status as the exclusive representative of the bargaining unit. A newly hired employee who chooses to participate in such a meeting may do so during regular working hours without loss of pay.

The parties to this Agreement recognize the value to both the Union and the District of having Union members participate as part of the negotiations process. Therefore, the District agrees to compensate those Union members who participate in bargaining as part of the Union's bargaining team at their normal hourly rate while participating in the joint collective bargaining sessions occurring during their normal working hours.

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

ARTICLE IV. SALARIES, HOURS AND BENEFITS

Section 7. Wages

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

2024-2025 School Year

- State pass-through percentage amount for implicit price deflator IPD increases for educational employees.
- **2.0%** increase applied to the salary schedule (reflected in 2024-2025 salary schedule and base rate of pay).
- Salary Schedule re-format discussion
- The parties agree to meet no later than October 1, 2024, to start discussion around the re-formatting of a Salary Schedule

2025-2026 School Year

- State pass-through percentage amount for IPD increases for educational employees.
- **1.5%** increase applied to the salary schedule (reflected in 2025-2026 salary schedule and base rate of pay).

2026-2027 School Year

- State pass-through percentage amount for IPD increases for educational employees.
- **1.0%** increase applied to the salary schedule (reflected in 2026-2027 salary schedule and base rate of pay).

2. After completion of nine (9) years of service, eligible employees will receive a ten (10) year increment of 2.50%, which will be reflected in step 9. After completion of Fourteen (14) years, eligible employees will receive a fifteen (15) year increment of 2.50%, which will be reflected in step 14. After completion of nineteen (19) years of service, eligible employees will receive a twenty (20) year increment of 3.50%, which will be reflected in step 19.

10-month employees: A minimum of ninety-one (91) days worked and/or days of approved paid leave between September 1 and the following August 31 each year is required to qualify for a year of service. An eligible employee will receive the increment on September 1st annually.

12-month employees: A minimum of one hundred fifteen (115) days worked and/or days of approved paid leave between September 1 and the following August 31 each year is required to qualify for a year of service. An eligible employee will receive the increment on September 1st annually.

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

3. When bus drivers and substitute drivers are required by the District to attend a meeting, they shall receive a minimum of one (1) hour's pay at their regular rate while in attendance at the meeting, unless they are already in paid status.
4. Employees are to receive their regular pay or overtime as appropriate for actual time spent shuttling buses between the District facility and the repair facility.
5. An employee will be paid at time-and-one-half rate of pay for work in excess of forty (40) hours per week. Overtime shall be authorized by the Director of Transportation or designee. All hours worked shall be used to compute overtime.
6. When an employee is required to work on a paid holiday, the employee shall receive holiday pay plus time-and-one-half for the hours actually worked or minimum callback time, whichever is greater.
7. Sunday work shall be paid at double time rate.
8. When an employee is performing work as the dispatcher/field trip coordinator or vehicle service attendant, the employee will be compensated at a rate equivalent to their current hourly rate improved by five dollars (\$5.00).
9. The District will use a state certified driver/trainer from Tacoma School district's pool of bus drivers who are within this bargaining unit. The bus driver will bid on a route. If the driver is needed as a driver/trainer, the driver will be replaced with a substitute bus driver. The driver will be paid an additional five dollars (\$5.00) per hour for work as a driver/trainer. The

District reserves the right to select the employee based on qualifications and availability; and to use qualified driver/trainers from the state or another school district if there is no qualified driver/trainer available from the District bus drivers. Management shall make every attempt to assign Driver Trainers on a rotational basis. The District shall pay all associated costs in obtaining the Driver Trainer certification and any and all costs associated with maintaining a current certificate.

10. The District may identify and utilize “Behind the Wheel Trainers” selected from among qualified regular bus drivers in the bargaining unit.
 - a. “Behind the Wheel Trainers” are not certified as Driver Trainers but will be asked to mentor, train, and support other drivers.
 - b. When performing “Behind the Wheel Trainer” duties, selected qualified bus drivers will be paid an additional three dollars (\$3.00) per hour above their regular hourly rate.
 - c. The Transportation Director, or designee will determine the number of selected “Behind the Wheel Trainers” and the scope of work.
 - d. If a driver performing this work should need to miss a regular run assignment, they shall work no less than the normal time of the missed run.
 - e. If any issues should arise with the qualifications, selection or specific work of the “Behind the Wheel Trainers” they may be discussed with the Director of Transportation, or designee or in a regularly scheduled Labor-Management Meeting.
11. The District will use District-qualified vehicle service attendants, backup vehicle service attendants, and backup dispatchers/field trip coordinators from the District’s pool of bus drivers within this bargaining unit.
 - a. The driver selected to be the Vehicle Service Attendant will maintain their status as a regular driver and receive an additional five dollars (\$5.00) per hour. They shall be expected to be responsive to vehicle service attendant requests and/or needs and may be used as a backup driver as needed. Total hours will not exceed forty (40) hours per week, unless authorized by the

Director of Transportation, or designee. This position will be automatically renewed annually unless mutually agreed upon by the District and the Union.

- b. The vehicle service attendant, backup vehicle service attendants, backup dispatcher/field trip coordinators will be selected by the Director of Transportation and Transportation Supervisor. A list of trained backup vehicle service attendants, and backup dispatcher/field trip coordinators will be established for use when required to fill in for absences or at the discretion of the Director of Transportation and may be modified as needed. Any minor mechanical work done by the backup vehicle service attendant shall be identified and approved by the Director of Transportation or their designee. The selected employees will receive initial training, and training for any changes to practices or procedures, to perform the expected duties. Employees may request additional training to be approved by the Director of Transportation or designee.
- c. Backup Vehicle Service Attendants and backup dispatcher/field trip coordinators shall maintain their status as a bus driver and 10-month employees. Backups may be asked to work during the summer. Backups shall be given preferential consideration **WITH A GUARANTEED INTERVIEW** in the filling of a permanent position.

All Regular Bus Drivers will be provided a onetime stipend for the life of the contract of \$200 (two hundred dollars) This will be used for work related equipment. New drivers must satisfy a 90 (ninety) day employment period to be eligible.

Section 8. Hours of Work

1. Hours worked shall be considered to mean all hours during which the employee is required by the District to be on its premises, in an electronic assembly or meeting, or at a prescribed workplace.
2. Regular bus drivers and twelve (12) month employees shall receive a minimum of three (3) hours pay if called back outside their regular shift. Substitute bus drivers shall receive a minimum of three (3) hours pay when called to work.

3. A regular bus driver shall be scheduled at least four and one-half (4 ½) **each** regular working day. Regular bus drivers will be allowed a total of fifteen (15) minutes for the initial pre-trip inspection of their bus and five (5) minutes for pre/post trip inspections as a part of their regular working day.
4. Sick pay shall be paid for the amount of time that the driver has been scheduled to work that day or up to eight (8) hours should the employee choose; provided, however, no employee will be paid more than eight (8) hours.
5. Drivers shall be allowed a meal period of at least thirty (30) minutes which commences no less than two hours (2), nor more than five (5) hours, from the beginning of the shift.
6. Drivers shall be allowed a rest period of not less than ten (10) minutes for each four (4) hours of working time.
7. The Driver Dispatcher/Field Trip Coordinator position shall be established as a twelve (12) month position.
8. If the District is closed because of **inclement weather**, natural disasters or other emergencies, the drivers will not be paid. In the event that the closure/delay notice is not announced at least sixty (60) minutes before the regularly scheduled shift of the employee is due to begin, the employee, upon reporting to the employee's job and notifying a District administrator or director, shall be paid two (2) hours regular pay and in the event of a school delay, may be assigned two (2) hours work. In the event of a school closure, the employees do not report to work as the day will be made up later in the student school year, or a driver may use available vacation, personal, or family leave.
9. If the District operates on a shortened schedule, a regular bus driver that works less than their normal assigned hours, or the daily minimum, may consult with the Director of Transportation, or designee, within five (5) workdays regarding makeup work. Upon approval of assigned work, the regular bus driver will be allowed to make up the lost work.
10. If the District operates on a remote learning schedule, both the District and Union agree to meet to discuss options for makeup work for those drivers impacted by the remote learning schedule.

11. Regular bus drivers will be compensated at their regular pay rate for no more than one and **one half (1 1/2)** hours every other working week for washing **the outside of** their bus.

Section 9. Holidays

Regular Bus drivers are guaranteed the following thirteen (13) paid holidays:

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

Employees will be paid for District-observed holidays that fall within their assigned work year. Eligible employees shall receive pay equal to their regular hourly rate. Employees who are required to work on the above-described holidays shall receive the pay due them for the holiday in addition to time and one-half pay for all hours worked on such holidays.

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

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

If the regular student school year runs beyond Independence Day, Independence Day will be a paid holiday.

A regular bus driver may elect to use vacation on all regular non-school days during the regular school year when they are not already scheduled to work,

or to receive pay for that day, and so long as their vacation balance is sufficient to cover the requested hours, up to eight (8) hours total for the day.

Section 10. Vacations

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

Section 11. Insurance Benefits

The District shall be in compliance with applicable Washington State Law(s) related to healthcare benefits for school employees as established by the School Employee Benefit Board (SEBB) and as administered by the Washington State Healthcare Authority (HCA) and/or similar statewide jurisdictions.

Section 12. Travel Allowance

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

Section 13. Damage to Vehicle

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

Procedures for submitting a claim:

1. Notify your supervisor and site security immediately.
2. Notify police and get a report or an incident/case number within forty-eight (48) hours of the event.
3. Complete an Employee Personal Property Loss/Damage claim form.
4. Attach the police report or provide the incident/case number, along with a description of the damage, and a repair cost estimate of the damage.
5. Employees must submit the confirmation email from the respective law enforcement agency or provide the police report number on the claim form within sixty (60) days of the date of the incident.
Damage in excess of \$1,000 may be submitted to the employee's insurance for reimbursement.
6. Parking off campus: Should the employee not be able to park in a District designated parking lot, they will immediately inform the Dispatcher of that fact so that it may be recorded. If forced to park off campus, the protections offered above will only be extended in situations where there is no onsite District parking available and if the employee has timely registered that fact with the Dispatcher. Employees who elect to park off District property for other reasons will not be afforded the protections of this section.

Section 14. Payroll Deductions

1. The District will deduct the monthly Union dues, and other legal deductions, from the employee's paycheck if authorized by the employee.
2. All bargaining unit employees will have their pay warrants deposited by automatic payroll deposit to an institution(s) of their choice.
3. The District will pay employees in twenty-four (24) installments on or before the 5th and 20th of each month. Should there be any changes to the payroll cycle, the District will provide employees and the Union sixty (60) calendar days' notice of such changes to give the Union the opportunity to bargain the decision and effects. The wages for the regular pay warrants will have a ten (10%) percent deferral of wages at the employee's option. Employees will provide notification on the District-provided form at the beginning of each school year with their selections; provided, however, employees may change their individual percentages for the next school year by notifying the District in writing by August 23rd annually to start on the September pay warrant. If employees do not complete a form, they will automatically be included in the 10% deferral option. The deferred wages will be paid in four (4) equal pay warrants (Dates: July 5th, July 20th, August 5th, August 20th, and September 5th) unless the Union and District mutually agree in writing by November 15th annually to pay a specific amount of the deferred wages for winter break and spring break. Vacation pay for less than twelve (12) month employees will be paid in a lump sum on the July 5th pay warrant. 10-month employees may not receive pay during all twenty-four installments if they did not elect a deferral or if no pay is due to them for that installment.

The District will pay twelve (12) month employees in twenty-four (24) installments on or before the 5th and 20th of each month.

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

- a) Contributions to the CPF are employee contributions and are deducted from the employee gross hourly wage.
- b) Members of the International Union of Operating Engineers may meet annually to set the employee contribution to the CPF.
- c) Contributions to the CPF, once set by the membership, will be consistent for every hour worked or paid regardless of the pay rate.
- d) The Union and the District hereby agree that all contributions to the International Union of Operating Engineers' Pension Fund will be funded by reductions in the wages of the Union members and will in no part be funded by contributions from the District, in accordance with the following provisions and that the District is not responsible for the performance of the Central Pension Plan:
 1. The purpose of the Central Pension Fund shall be to provide retirement benefits for eligible employees pursuant to the provisions of said Central Pension Fund. The funding of this payment, the stipulated amount of any said sum, and the designated effective dates for payment of any said sum are defined and set forth in paragraph two (2) below.

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

2. **Obligation to the Fund:** The Employer and the Union agree to be bound by the respective Agreement and Declaration of Trust entered into on the date set forth herein for the Fund, namely, as of September 7, 1960, establishing the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, and by any amendments to said Trust Agreement, heretofore and hereafter adopted.

The Union will annually notify the District of its intent to participate in CPF and any changes in the amount of the employee's contribution.

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

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

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

ARTICLE V. GENERAL CONDITIONS

Section 15. Program Procedures

1. Clock Time

Drivers shall be on the clock as directed by the Director of Transportation, or designee. Drivers shall bring any clock time issues first to the Transportation supervisor, or designee. Drivers will drive normally as assigned by bid and may discuss any driving issues with the routers, dispatchers, or supervisor, as needed.

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

2. Bus Storage

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

3. Physical

“The District will contract and pay for the bus driver’s annual physical that is required for continued employment by the State with either the District’s assigned physician or a bus drivers’ personal DOT qualified physician upon request and approval by the Director of Transportation, or designee. Required physicals are to be taken at a driver's nonscheduled time. Upon emailed request to the dispatchers five (5) weeks prior to expiration, a bus driver may have their physical scheduled by Transportation with the District’s assigned physician. Transportation will make every effort to schedule the appointment at a time that will not interfere with the bus drivers’ regular work. If an appointment is scheduled during a bus drivers’ regular run time, the driver may use any available leave to cover this time.

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

4. Position Openings

Notification of any position to be filled will be posted within thirty (30) calendar days of the position becoming vacant. Any applicant may apply for the position by submitting an online application on the District’s career site. The District will interview as many applicants, internal or external, as may be necessary to secure a qualified applicant for the open position. Assignments made from the substitute driver pool will be made within two (2) weeks. Selection will be based on an established rating criteria determined by the District, and will be offered to the most qualified candidate.

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

5. Training Class

If the District requires an employee to take a training class (including but not limited to Safe Schools), the employee will receive their regular rate of pay for the class. The District shall hold meetings which are mandatory for bus drivers to attend. The District shall hold a mandatory one (1) hour safety meeting once per month during the regular school year. Employees will receive one (1) hour of pay, unless already in a paid status. If already in a paid status, employees will remain in a paid status for the remainder of the scheduled meeting time.

6. In-service:

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

7. Professional Development:

Each bus driver that is in a budgeted position of at least four and one-half (4 ½) hours per day, is eligible for at least fifteen (15) hours of Professional Development. Professional Development may include, but is not limited to, acquiring additional education, certification for driver trainer, transportation leadership programs, foreign language (including sign language) course work, and student management classes. Drivers will be paid at their regular rate for

these Professional Development activities when pre-approval has been acquired from the Director of Transportation or designee.

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

Section 16. Personnel Files

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

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

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

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

Section 17. Additional Assignments

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

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

Section 18. Trips

1. Seniority Trips:

- a. A seniority trip is a sport or field trip that is overnight and is over approximately fifty (50) driving miles.
- b. Seniority trips will be assigned according to availability of buses and substitute bus drivers with regular routes having priority. If feasible, a substitute will be placed on the senior driver's run. Two (2) buses will not be assigned to a senior trip when one (1) bus can do the trip.
- c. Trips will be assigned to the sport and field trip rotations before the senior trips are assigned. Spare bus availability will be determined after the other rotational trips have been assigned.
- d. Seniority trips will be awarded, first to Senior Drivers by rotation, then from the rotational list of regular bus drivers based upon seniority.
- e. Drivers must take the assigned bus that matches the requirement of the trip as assigned by the Dispatcher.

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

a. Weekday and evening sport and field trips:

- (1) Regular drivers with less than forty (40) hours of assigned work for the week, per the appropriate rotational seniority list.
- (2) Substitute drivers with less than forty (40) hours of assigned work for the week, will be assigned by seniority.
- (3) If the trip is requested as a drop-off and pick-up, the trip shall be posted as one (1) trip.

b. **Non-workday trips:** All regular drivers are available, assigned by rotational seniority. Trips scheduled for non-workdays will be granted a three (3) hour minimum of work.

3. Rotational Seniority Lists: Assignments begin at the top of the list and shall continue to be offered to the next most senior eligible employee following the employee who most recently accepted an assignment, down the seniority list, until the next assignment is accepted. This continues for each following assignment.

- a. Blue: Field Trips before 4:59 p.m.
- b. Yellow: Sports Trips before 4:59 p.m.
- c. Orange: Sport or Field Trips 5:00 p.m. and after
- d. Green: Non-School Day Sport or Field Trips
- e. Red: Seniority Trips
- f. Trips other than senior trips will not be awarded to a driver when they will interfere with any regular route. A regular bus driver is eligible for an assignment if said driver can proceed from their last student drop-off point and proceed to the pickup point for the trip in a timely manner, or if said driver is able to report to the site of the Transportation Office at their regular scheduled return time prior to the scheduled leave time provided, however, in a case where a bus driver would have to take a different bus, the scheduled leave time must provide an opportunity for the regular bus driver to do their fifteen (15) minute safety check prior to driving the other bus.
- g. An effort will be made to award trips to regular drivers first who will not go over forty (40) hours for the week, next to substitute drivers who will not go over forty (40) hours for the week, then to regular drivers who may go into overtime, then to substitute drivers who may go into overtime, then to the contractor. A driver's eligibility for being awarded a trip within the forty (40) hours will come from their route norm. If there are changes to that route norm or additional works assignments that would make a driver eligible, it is the driver's responsibility to make the Field Trip Coordinator aware of those changes. Bus Drivers may use Union Shop Stewards as proxies to sign for trips.

- a. All work that has not been bid on or awarded will be sent to the contractor no more than **seven** (7) days prior to the trip date.
 - i. If there are trips that are within the normal school day operations that Tacoma drivers cannot cover due to home to school

obligations, those trips may be sent to contractor ahead of the **seven (7)** days.

- h. The Transportation Office reserves the right to assign drivers trips up to 5:00 pm when there is a need to get the trips covered. The Transportation office will make every effort to notify drivers of available trips by 3:30 pm. Transportation management, however, reserves the right in an emergency or exceptional case, to assign work to any driver to assure the safety and wellbeing of students or in the best interests of the District.
- i. Available trips will be posted in the drivers lounge seven-fourteen (7-14) days prior to the date of the trip, except in the case of late trips. Trips will be assigned (posted in the drivers' lounge) pursuant to the appropriate availability list by rotational seniority, availability and feasibility four-seven (4-7) days prior to the trip date. Trips will be awarded (trip ticket given to the driver) the day before the trip. A driver will not be considered available for extra work if they have an unscheduled absence on the day prior to the trip. A driver will not be considered available for extra work if they have any absence for all or any part of the regularly assigned run(s) the day of the extra work trip. If a driver backs out of a trip, they may not sign up for another trip on that same day.
- j. **Late Trips:** Trips received too late to be posted seven (7) days prior to the trip and to be assigned four (4) days before the trip will be considered late trips and will be assigned following the appropriate rotational seniority list. The rotation will change with the new assignment. Late trips will be posted for as long as possible between two (2) days and one route period (5:00 am to 10:00 am or 12:30 pm to 5:30 pm). Trips will be awarded 24 hours before the trip according to the seniority rotation.
- k. **Emergency Trips:** Emergency trips are trips that are received too late to post for one complete route time, for example, 5:00 – 10:00 am or 12:30 – 5:30 pm and will be awarded within twenty-four (24) hours. An effort will be made to assign emergency trips over the radio with an all call, if more than one driver reports interest in the trip, the assignment will be assigned first according to feasibility, then by driver seniority. If no driver responds within ten (10) minutes, Transportation may assign the trip to any driver, first, and then to the contactor. Drivers will be contacted in seniority order of those who will not go into overtime first, and then those that would go into overtime. Drivers who receive an emergency trip will be allowed to go into

overtime if necessary.

- l. If a trip is canceled by the school up to one (1) hour prior to the pickup time, the driver will be notified as soon as possible and will not be paid. The rotational assignment does not change due to the cancellation. If a school cancels within one (1) hour of the pickup time, the driver will be paid a two (2) hour callout. In the event a trip which has been assigned to a driver is canceled, the driver loses that trip and cannot bump any driver that has been assigned a trip.
- m. A driver who fails to appear for a trip, or who is, or would be the successful bidder when they are not eligible to bid, or who fails to notify the Transportation Office by the end of the work day (5:00 pm), prior to the day of the trip for any reason, will be removed from all availability lists for one (1) week for the first offense, one (1) calendar month for the second offense, and the remainder of the student school year for the third offense. A driver will not be disciplined for any trip change made by the Transportation Office which results in a driver no longer being eligible for the trip.
- n. Drivers must take the assigned bus that matches the requirement of the trip as assigned by the dispatcher.
- o. If a driver accepts and works a trip that interferes with the driver's regular route, the driver will be skipped in all rotations beginning the next full work week.

Section 19. Terms, Conditions and Procedures for Summer Work

1. The District will post a sign-up sheet for the purpose of bidding for summer work by June 1. Employees interested in bidding for summer work must sign up on the posted list, no later than June 10th annually. Names after June 10th will be considered subs and will be put on the bottom of the seniority list for bidding. Once sign-up is closed, a summer seniority list will be established and posted. To be eligible for Summer Work, employees shall have no documented attendance related incidences within the previous school year.
2. Posting of all known summer work programs will be made at least one workday prior to the bid day. Available summer work programs will be awarded two days prior to the end of the regular student school year. Other summer work which becomes available will be bid the day before summer school begins. Runs linked to schools or districts, with a last day of school that does not coincide with Tacoma Public Schools' calendar will continue to be driven by the driver who bid on that run until their identified last day of school.

These schools or districts that have Summer Sessions and/or Extended School Year (ESY) will have these runs as part of the summer work bid. All known summer work will officially start and be assigned following the last day of student attendance for the school year.

3. Once a summer work program assignment has been accepted by an employee, said employee will be maintained throughout the summer and the employee is not eligible to bid on another summer work program assignment.
 - a) A driver must be available for the whole duration of the summer work assignment in order to bid. A driver should not bid if the driver is aware of any upcoming planned absences. Absences will be approved if the driver is participating in a transportation educational program. A driver is eligible to access bereavement leave during the summer work assignment.
 - b) After two days of a driver's unapproved absence, the summer work assignment may be reassigned.
4. Miscellaneous summer trips will be offered to the most senior employee on the active summer work list on a rotating basis. If there are no active summer employees available, employees who have signed up for summer work will be assigned by seniority. Senior trips taken in the summer will be assigned pursuant to the senior trip rules.
5. Summer work will be paid at the employee's regular rate of pay.
6. In the event a driver is directed to work during the summer, within five (5) business days of July 4th, Independence Day holiday it will be considered a paid holiday.
7. Summer work hours will be included in the computation of vacation pay in the same manner as hours driven during the regular school year.
8. Available drivers on the active summer list will be used first as substitutes; then the most senior drivers on the sign-up sheet, who have not been assigned a summer work program, will be used to substitute.
9. A substitute bus driver is not eligible for summer work unless the route is not filled by a regular bus driver.
10. An employee shall receive a minimum of three (3) hours of work for any day the driver does continuous work and four (4) hours of work for any day the driver works a split day.
11. Drivers will be allowed a total of fifteen (15) minutes for the initial pre-trip inspection of their bus and five (5) minutes for pre/post trip inspections as a part of their regular working day.

12. An employee who becomes ill or is eligible to use sick leave under the Washington State Paid Sick Leave Law (RCW 49.46.210) and/or other qualifying State programs during the summer vacation months while assigned to drive a bus for a District program, will be allowed to draw on their sick leave balance, if any, to cover the period of illness. A driver may be required to produce medical certification verifying absence due to illness or injury.
 - a. An employee may earn one (1) hour of sick leave each 12.5 hours worked, capped at eight (8) hours per month, for work in July and August. The sick leave earned will be added to the employee's accumulated sick leave balance by the end of September.
13. This section is the only section of the Agreement applicable to summer work.

Section 20. Seniority

1. Regular Bus Driver Seniority:

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

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

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

The seniority list shall be brought up to date regularly and posted in a conspicuous place. Regular employees who are hired on the same day will be placed on the seniority list based upon the number of paid days worked during the previous regular student school year.

Any former regular bus driver rehired by the District as an employee in this bargaining unit or any person hired by the District who has worked for another school district in the state of Washington as a regular bus driver will be granted longevity benefits for pay purposes, leave benefits, and other

benefits as if they had worked for the District. However, seniority will be based upon the last hire-in date.

2. Substitute Bus Driver Seniority:

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

Section 21. Bidding for Routes

1. Bids

- a. The District will hold two (2) bids per year. Bids will be made on the basis of seniority with each driver having an opportunity to meet individually with the supervisor, Union Stewards, or designee, to select their route and bus. However, if the selection is not completed in five (5) minutes, or a mutually agreed upon time between the District and Union before bid, the route and/or run and bus will be assigned by the supervisor or designee.
- b. The First Bid will take place during in-service, and posted three (3) working days prior to bid. The first bid will be effective on the first day of school.
- c. Once all preschool runs become available, and at least five (5) days prior to the start of preschool in the Fall, drivers will sign for their top choices of preschool runs. The Director of Transportation, or designee will then assign preschool runs based first on feasibility, then seniority and then driver preference. Any remaining available preschool runs will be attached to routes without a midday run based first on feasibility then reverse seniority.
- d. Drivers may not refuse a preschool run that is added to their route. If a driver does not want a midday run, they may consult with the router and other drivers to identify if the work can feasibly be placed with other drivers, that will not go into overtime based on the changes. All changes are subject to approval by the Director of Transportation or designee. If no viable solution is identified, The Director of Transportation will consult with the Union before a final decision regarding the work is made.

- e. The Second Bid will take place the last week in January and posted three (3) working days prior to bidding. All drivers will be paid one (1) hour for the Second Bid. The second bid will become effective within then (10) working days of the bid. All preschool runs will remain with their current route, if feasible.
 - f. Whenever a driver bids and is assigned a route, they will be paid actual time when performing a dry run. Drivers may have reasonable time before a run to review their tablet, check for route adjustments, and make notes in their Note Book.
 - g. Drivers will be expected to drive a consistent course for their route each day. When a driver's driving course is different from the tablet route, the driver will consult with the router to determine whether the tablet route can be changed, if the tablet route is not able to be changed and/or any other alternatives.
 - h. Should a driver have any additional concerns regarding their route, they will make management aware of those concerns. Once aware of any ongoing issues regarding a driver's route, management will schedule a meeting with the driver to discuss those issues.
 - i. An employee is not eligible to bump between bids except for an employee returning from workers' compensation or authorized leave of absence without pay who will bump the least senior regular bus driver unless there is a vacant bid route available.
 - j. Any employee who has been absent more than twenty (20) consecutive workdays is not eligible to bid unless the District and Union mutually agree to allow said employee to bid.
 - k. Any new bid route not available at the time of bidding will be posted for bid for the next scheduled bidding.
2. Equipment and Assigned Work.

The parties agree that it is desirable that the District best use of its equipment, in part by determining the appropriate vehicles to transport students. They also, however,

recognize the drivers' desire to choose the equipment they use. Therefore, at bid, categories of buses (i.e. wheelchair, Type A, etc.) available for each run or route shall be made clear so that drivers may choose their runs, routes and bus category accordingly. Bus availability will be determined by the District based on program needs, driver input, bus size, capacity, and fleet management needs. If a driver's first choice of equipment is not accepted, they may request a follow-up meeting with the supervisor or designee. They may request the Union Representative be present at this meeting.

The District shall maintain adequate equipment to cover the work of this bargaining unit. The District shall give at least thirty (30) days' notice if it intends to do away with any equipment that may affect bargaining unit work.

- a) Regular drivers will be guaranteed the hours of their bid so long as the same level of work and students remain available for transport. Regular driver work hours are paid based on clock-in and clock-out times.
- b) Regular drivers may request additional, or reduced, work from the router. Add/drops of students on a route will give consideration first to feasibility, and then to seniority, with final approval by management, or designee.
- c) Routes/runs are subject to change throughout the year to adds/drops. Add/drops may require a driver to change equipment (i.e. addition of a wheel-chair student). Drivers may not refuse additional students assigned to their routes, but they may request a follow-up conversation with management to discuss any available alternative options.
- d) During the regular school year, if there is a need to terminate or add a route between bids, Transportation will give due consideration to feasibility and seniority before it takes any action. Transportation will consult with the Union **at least five (5) working days** before taking any action to terminate or add a route between bids.
- e) Transportation management, however, reserves the right in emergency or exceptional cases to temporarily assign work to any driver to assure the safety and well-being of students or in the best interests of the District.

Section 22. Probation

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

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

Section 23. Certification

A bus driver must meet all requirements established by the State in order to be an employee. Drivers shall be reimbursed for the CDL portion of their Driver's License upon renewal. Drivers will obtain their CDL renewals on their own time and in a non-district vehicle.

Section 24. Layoff and Recall Procedure

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

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

If permanent reductions in positions or hours, (hours not to include day to day student assignment changes) become necessary, the District will notify the Union as soon as feasible, the District and Union will work together to mitigate the impact of the losses through the following means:

- Attrition
- Soliciting employees interested in leaves of absence or retirement
- Job sharing
- Other initiatives determined through discussions with the Union

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

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

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

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

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

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

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

Section 25. Employee Performance

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

1. Each bus driver will receive an annual evaluation prior to the close of the school year, including substitutes. The director or supervisor is responsible for completing the evaluation. The evaluation will be based on the employee's work performance during the current school year. The driver trainer's check ride will be part of the evaluation when feasible. The supervisor will gather input from the driver trainer, dispatcher and other staff members prior to finalizing the evaluation. Any letters of discipline, praise or complaints will have impact on the final outcome as well as input from principals, teachers and parents.

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

A copy of the evaluation will be given to each employee. The original will be placed in the employee’s District personnel file and the supervisor will retain a copy. Supervisors will make every effort to review and meet in person.

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

Section 26. Discipline and Dismissals

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

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

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

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

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

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

In the case of alleged serious misconduct by an employee, the District may place the employee on administrative leave with pay until the District completes its investigation of the facts or may, at its discretion, place the employee on unpaid leave when the employee has been alleged to have engaged in a serious offense that may preclude the employee from eligibility to drive a bus. The District shall endeavor to

complete such an investigation in a prompt, thorough and efficient manner in order to expedite final determination of whether disciplinary action is appropriate. If the District's investigation does not produce sufficient evidence of guilt against the employee, then the employee will, at the District's discretion, be returned to work or placed on paid leave status until a final determination is reached.

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

Section 27. Leaves

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

The District shall comply with all provisions of any state leave requirements imposed upon it (e.g., Washington State Paid Sick Leave, Washington State Paid Family and Medical Leave Act [PFML], etc.). Premiums for the PFML shall be paid by the employer and employees pursuant to the portion formula in RCW 50A.10.030. The employee share shall be paid through payroll deduction. PFML may be used consecutively with the employee's other leave entitlements if allowed under that program.

1. Leave with Pay

a. Sick Leave

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

At the beginning of each school year, each regular bus driver shall be credited with eighty (80) hours of sick leave.

An employee may earn one (1) hour of sick leave for each 12.5 hours worked, capped at eight (8) hours per month, for work in July and August. The sick leave earned will be added to the

employee's accumulated sick leave balance by the end of September.

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

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

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

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

(2) Letter of Requirement

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

An employee demonstrating a sudden change in attendance, an irregular pattern of attendance, or a suspect pattern of attendance may be required to submit an initial medical report and follow-up reports. In such cases, the District may issue a Letter of Requirement that the employee must obtain medical certification for each absence from scheduled work

where the absence is due to incapacitation (illness or injury) or for medical, dental or optical examination or treatment. When a Letter of Requirement is issued, it shall specify the reason(s) for its issuance and the duration of its requirements.

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

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

(3) Cash-out Options

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

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

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

Annually, by October 31st, the Union shall conduct an election to determine whether the employees will participate in a VEBA plan for cash out of sick leave at retirement or separation from the District. The District will assist the Union in distributing materials required for the vote. Should employees elect to participate in the VEBA plan, the Union and District will follow the state and federal law regarding the implementation of the program, the eligibility for participation and the determination of cash out payment amounts.

b. Workers' Compensation (Industrial Insurance)

- (1) Any injuries or industrial illnesses received while at work must be reported to the transportation office with the full history of the case on accident report blanks, as they are covered by the State Workers' Compensation Law. Employees are covered for the working days included in the first three (3) calendar days after the day of the accident from the employee's sick leave balance, if any. Employees receive free medical aid for injuries on the job and may be treated by the physician of the employee's choice.
- (2) The appropriate payroll clerk(s) will automatically allocate accrued sick leave for all working day(s) included in the first three (3) calendar days following an injury, except that guaranteed paid holidays which fall within the first three (3) calendar days following an injury will be paid as holiday pay in lieu of sick leave for eligible employees in order to make total pay equal to regular pay.

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

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

- (3) The District will continue to pay its share of the employee's health insurance subsidy only each month during the first twelve (12) months provided that the employee furnishes their share to the business office each month by check or credit card. The District Finance Office will mail or otherwise provide employees in this category a self-pay invoice with instructions.
- (4) At the end of one (1) calendar year from the date of the injury, the following applies:
 - (a) An employee who is not authorized to report back to work may request a leave of absence in writing using the Request for Leave Without Pay form provided by the District. The leave request is subject to Board approval at its discretion.
 - (b) Said employee will be paid for all unused vacation pay earned.
 - (c) If said employee returns to active employment status with the District, their remaining sick leave balance will be reinstated in accordance with District policy.
 - (d) Group medical insurance benefits terminate; each employee must arrange for COBRA benefits or for their own medical insurance coverage, if desired.
- (5) The District, at its discretion, may establish a light duty position for any District employee who is on workers' compensation. The light duty position is not subject to posting, bidding, etc. Any District employee so assigned will not replace any current regular bus driver.

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

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

(6) Labor and Industries Disability – Upon the determination by the Washington Department of Labor and Industries (L & I) that an employee has been physically disabled by a job related injury or illness because of an assault on the employee’s person arising out of and/or in the course of the employee’s employment, the District will grant the injured employee leave of absence with normal contract pay for the duration of the injury or illness, not to exceed twelve (12) months, with no reduction in accumulated sick leave.

1. The injured or ill employee shall undergo such medical examinations by qualified examiners as requested by the District. When found fit for duty the employee shall return to duty pursuant to the rules and procedures of and standards set by the Washington State Department of L & I, except that placement in apposition shall be pursuant to the terms of the Agreement; provide, however, the District is authorized to establish a modified duty assignment to accommodate the employee until said employee is released to assume regular duties.

2. The employee shall, as a condition of receiving benefits under Section 19, Staff Protection, L & I Disability, execute an assignment of the proceeds of any judgement or settlement in any third (3rd) party action arising from such injury or illness in the amount of compensation received pursuant to Section 19, Staff Protection, L & I Disability, but not to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Prosecuting Attorney’s Office of Pierce County.

c. Bereavement Leave

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

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

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

For the purposes of this subsection, a day will be considered as eight (8) hours during the regular school year and four (4) hours during the summer months. Bereavement leave days will be based on when the time of death occurs.

d. Family Illness Leave

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

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

e. Personal Leave

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

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

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

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

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

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

g. Jury Duty and Subpoena Leave

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

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

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

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

2. Leave Without Pay

a. Parental Leave

- (1) An employee should notify the Human Resources Department by the end of the fourth (4th) month of pregnancy to assist Human Resources in planning for replacement.

Parental leave shall apply to all eligible employees and begin at a time determined suitable by the employee and the personal physician after consultation with the Human Resources department or designee.

- (2) Parental leave of absence for up to one (1) year without pay may be granted by the District to any employee for the purpose of childbearing and/or child rearing.
- (3) An employee who is legally adopting a child six (6) years or younger may have the privileges of parental leave. The leave shall commence as soon as the child has been released to the care of the adopting parent(s). An employee on parental leave for adoption may return to the first available vacancy for which they are qualified.
- (4) Parental leave shall not extend beyond eighteen (18) months of the date on which the child was born or adopted. Parental leave may be shared by the parents if it does not exceed the amount available under the contract.

b. Political Leave

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

- (1) With three (3) weeks' notice, an employee may be granted up to four (4) weeks of continuous leave without pay for the purpose of campaigning for the employee's own election. If the employee is not elected to the political office, the employee shall return to the same position held prior to the leave.

(2) If the employee is elected to the office, the Board may return the employee to the same or mutually agreed upon position until such time that the employee's elected term of office necessitates leaving the assignment. Any employee may hold a political office and continue as an employee as long as it does not interfere with their assignment.

(3) The Board may extend to the employee who is elected to a political office a leave of absence without pay up to one (1) year or a fraction of a year. Upon return from this type of leave, the employee will be returned to the same position. If political leave is extended beyond one (1) year, the person's right to return to the original position cannot be guaranteed.

c. Military Service Leave (Active Duty)

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

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

d. Other Leaves

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

- (1) To an employee for the purpose of recuperation (recommended by the employee's personal physician and the Superintendent).
- (2) The Board may grant leave for a specific purpose recommended by the Superintendent.
- (3) The District will comply with all provisions of any state leave requirements imposed upon it (i.e. Washington State Paid Sick Leave, Washington State Paid Family and Medical Leave Act, etc.).

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

e. Religious/Holiday Leaves

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

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

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

f. Family and Medical Leave Act

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

ARTICLE VI. SUBSTITUTE BUS DRIVERS

Section 28. Substitute Bus Driver Provisions

A substitute bus driver shall have the rights of the following sections of this Agreement:

1. Definitions
2. Recognition and Unit Designation
3. Management Rights
4. Grievance Procedure
5. Negotiation Procedures
6. Union Security
7. Wages (item 2 does not apply)
8. Hours of Work (item 5 does not apply)
11. Insurance (if employee qualifies under SEBB rules and regulations) *
12. Travel Allowance
13. Damage to Vehicle
15. Program Procedures
17. Additional Assignments
18. Sport and Field Trips
20. Seniority, subsection 2 only
22. Probation
23. Certification
26. Discipline and Dismissals
30. Agreement Clause
31. Savings Clause
32. Copies of Agreement Clause
34. Duration Clause

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

Section 29. Substitute Bus Driver Performance Appraisals

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

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

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

1. Those performance elements on which the employee's performance is unacceptable.
2. Identification of those actions and activities that are expected as acceptable performance related to the identified unacceptable elements.
3. Corrective action required by the employee.
4. Identification of any assistance the District or supervisor will provide to the employee related to the identified required corrective action.
5. The delineation of the time period during the school year (from thirty (30) calendar days to ninety (90) calendar days) during which the employee will be given to demonstrate acceptable performance in the identified unacceptable elements.

6. The potential consequences, up to and including termination, should be employee's performance not improve to an acceptable performance level.

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

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

ARTICLE VII. FURTHER PROVISIONS

Section 30. Agreement Clause

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

Section 31. Savings Clause

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

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

Section 32. Copies of Agreement Clause

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

Section 33. Labor Management

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

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

Section 34. Duration Clause

The terms and conditions of this agreement shall remain in effect until August 31, 2027. Sections may be reopened with the mutual consent of the parties. In the event of a levy failure or significant reduction in state revenue, the District may reopen specific sections of the agreement impacted by the revenue loss.

Section 35. Bulletin Boards

The employer agrees to provide suitable space for the Bargaining Unit to use as a bulletin board but cannot supply the bulletin board itself. Posting by the Bargaining Unit on such boards are to be confined to official business of the Unit.

Section 36. Notification of New Hires

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

Section 37: Electronic Bus Monitoring Equipment.

The purpose of electronic monitoring equipment in the workplace is to provide the district and driver with necessary data and information to assist in areas such as safety, student management or driver behavior.

It is not intended to evaluate or monitor employee performance, but will be used for professional misconduct investigations, student management and student safety investigations. Transportation leadership may pull live or recorded footage to evaluate student behavior or other safety concerns.

Management and dispatch may need to occasionally pull live footage to assist drivers with emergency situations, directions and/or ensure the software is working properly. Video, audio, tablets and GPS may be used like any other evidence in cases involving safety concerns or allegations of employee misconduct but shall not be used to monitor employee performance. Video, audio, tablets and GPS evidence can be used to confirm or deny specific allegations that could result in employee discipline.

School and district administration reserves the right to view videos pertaining to student behavior issues. For videos pertaining to employee misconduct, efforts will be made to limit those who view video to only those who have direct influence such as transportation management, human resources, legal, union leadership and district training professionals. In the event of an accident an accident review committee consisting of driver trainers, management up to two (2) other selected regular bus drivers may also watch the video provided there is a need and mutual agreement by the District and the Union.

Recordings are public records and subject to disclosure upon request under the Washington Public Records Act, RW 42.56.

AGREEMENT

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


TACOMA SCHOOL DISTRICT NO. 10



Lisa Keating, President
Board of Directors

June 24, 2024
Date

**INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 302
(BUS DRIVERS)**



Shelly Filippi
Business Representative

June 25, 2024
Date

Salary Schedules

2024-2025 BUS DRIVER SALARY SCHEDULE										
Effective September 1, 2024										
Hourly Rates										
DRAFT										
CLASSIFICATION	STEPS > GRADE	2	3	4	5	6	7	Completion of 9 yrs	Completion of 14 yrs	Completion of 19 yrs
Bus Driver	01	31.242	31.817	32.311	32.982	33.638	34.228	35.084	35.961	37.220
Vehicle Service Attendant (+\$5.00)	02	36.242	36.817	37.311	37.982	38.638	39.228	40.084	40.961	42.220
Driver Dispatcher (+\$5.00)	03	36.242	36.817	37.311	37.982	38.638	39.228	40.084	40.961	42.220
Field Trip Coordinator Driver/Trainer										
Substitute		29.680								

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

Substitute Rate is 95% of Grade 01, Step 2

SPECIAL NOTE: This schedule was based on the allocation by the State Legislature that includes an anticipated 3.7% Implicit Price Deflator (IPD) and may be subject to change by the Legislature as part of the legislation finalizing 2024-25.

2025-2026 BUS DRIVER SALARY SCHEDULE
Effective September 1, 2025
Hourly Rates

DRAFT

CLASSIFICATION	STEPS > GRADE	2	3	4	5	6	7	Completion of 9 yrs	Completion of 14 yrs	Completion of 19 yrs
Bus Driver	01	31.711	32.294	32.796	33.477	34.143	34.741	35.610	36.500	37.778
Vehicle Service Attendant (+5.00)	02	36.711	37.294	37.796	38.477	39.143	39.741	40.610	41.500	42.778
Driver Dispatcher (+\$5.00) Field Trip Coordinator Driver/Trainer	03	36.711	37.294	37.796	38.477	39.143	39.741	40.610	41.500	42.778
Substitute		30.125								

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

Substitute Rate is 95% of Grade 01, Step 2

SPECIAL NOTE: This schedule was based on the negotiated increase; the allocation by the State Legislature, Implicit Price Deflator (IPD), has not yet been determined.

LETTER OF REQUIREMENT

(DATE)

(NAME, ADDRESS)

Dear _____:

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

This certification must verify that:

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

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

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

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

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

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

Employee's Signature

(Date)

District Designee's Signature

(Date)

cc: Personnel File