

COLLECTIVE BARGAINING AGREEMENT

**BELLINGHAM PUBLIC SCHOOLS 501
GENERAL TEAMSTERS LOCAL UNION 231
September 1, 2024 - August 31, 2027**



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COLLECTIVE BARGAINING AGREEMENT
Between
BELLINGHAM PUBLIC SCHOOLS NO. 501
And
GENERAL TEAMSTERS LOCAL UNION NO. 231

This Agreement is entered into by the Bellingham Public Schools No. 501 and the General Teamsters Union Local 231.

GENERAL PURPOSE

The Bellingham Public Schools, hereinafter referred to as the Employer, and Local 231 of the International Brotherhood of Teamsters, hereinafter referred to as the Union, do hereby reach agreement for the purposes of enhancing Employer-Employee relationship and to promote the general efficiency, morale, and security of the employees.

ARTICLE 1- UNION RECOGNITION AND SECURITY

1.01 The Employer recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining, for any and all persons employed by the Employer as school bus drivers, miscellaneous drivers, delivery and pick-up drivers, warehouse persons, equipment service, shop maintenance persons, and mechanics and shop and vehicle clean-up persons.

1.02 Only employees covered under the classifications defined in this Agreement shall be employed to drive school buses for the transportation of students on regular routes to and from school, all extra trips, activity runs, and warehouse vehicles, except in an emergency when no drivers are available.

1.03 For individuals who certify in writing that they authorize such deductions, Union initiation fees, monthly dues, and assessments shall be deducted from the employee's paycheck and remitted to the Secretary-Treasurer of Teamsters Union Local 231. Accompanying said monies will be a list of employees, their social security numbers and the amounts to be credited to their accounts. The Union will promptly furnish the District written notification from an employee who revokes consent of the deduction of the Union initiation fees and dues. Once notified the District will stop deducting initiation fees and dues. The Union shall hold the District harmless from all claims asserted and lawsuits commenced by, or on behalf of, employees due to action taken by the District in compliance with this section. Further, the District will defend this Agreement and consult with the Union or its designee respecting all claims and/or lawsuits with respect to this section.

1.04 No employee shall suffer a reduction in wages or conditions as a result of adoption of this Agreement.

1.05 Within thirty (30) days of signing of this Agreement, the Union shall advise the Employer of their official representatives. In the event of Shop Steward appointments or in the event of a change in Union officers, the Employer shall be notified within two (2) weeks after such appointment or change in officers.

1.06 Substitutes: Substitute classified employees employed for more than thirty (30) days of work in one classification within any twelve (12) month period ending during the current or immediately preceding

school year, and who continue to be available for employment as substitutes, are regular part-time employees of the District and shall be included in the bargaining unit.

The following provisions shall constitute the only terms of the Agreement that shall apply to bargaining unit substitutes:

Article 1

Article 2

Article 4, Section 4.10

Article 13, Section 13.02 – Sick Leave (only to the extent referenced for substitutes)

Memorandum of Understanding Drug and Alcohol Abuse

Appendix B - Wage Schedule (only to the extent referenced for substitutes)

Substitute bus drivers who previously separated from a Washington State School District as a credentialed school bus driver, will be placed on the salary schedule based on years of experience, up to ten (10) years.

Seniority will not be observed in any case for substitutes.

Application of the Grievance Procedure: Substitute employees in the bargaining unit shall only have the right to use the grievance procedure contained in Article 18 on matters specifically contained in the above-named Section and so far as the matter brought to grievance arises out of their service as a substitute.

Dismissal: The District retains the right to terminate the employment of a substitute at its sole discretion.

ARTICLE 2 - HIRING OF EMPLOYEES AND NOTIFICATION

2.01 Neither the District nor the Union shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a physical handicap with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically handicapped person or others, or in the exercise of their rights under Chapter 41.56 RCW, Public Employees Collective Bargaining Act; provided, however, that nothing in this Agreement shall be in conflict with the District affirmative action program.

2.02 The Union agrees with and supports the concept of affirmative action. Therefore, the parties mutually agree to use their best efforts to ensure that this Agreement will not be in conflict with or inconsistent with the District's affirmative action program. Should issues arise which are inconsistent between this Agreement and the District's affirmative action program, such issues shall be resolved consistent with RCW 49.60.

2.03 A list of all employees shall be furnished by the Employer to the Union upon request. The District will provide the name, address, phone number, wage rate and date of hire for all new employees, including substitutes, within ten (10) working days of the hire date.

2.04 Union representatives shall be allowed to make calls on the premises of the Employer in order to check with members, employees, and Employer representatives.

2.05 The District will provide the Union reasonable access to new employees of the bargaining unit, including substitute employees, for the purposes of presenting information about their exclusive

bargaining representation to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Union. No employee may be mandated to attend the meetings or presentations by the Union. The Shop Steward and Business Agent will be allowed to attend this new hire orientation. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety (90) days of the employee's start within the bargaining unit, or ninety (90) days after the official notice by the District in accordance with Section 2.03, whichever is later; (b) The access is for no less than thirty (30) minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location or time mutually agreed to by the District and Union. This access may occur when the employee is hired as a substitute or a regular driver, but not in both occurrences.

ARTICLE 3 – SENIORITY, POSTINGS & BIDDING

3.01 Definition of Seniority Date -- the employee's seniority date shall be defined as the date the employee commences regular employment with the District. The seniority order of employees hired on the same date shall be established by drawing lots.

3.02 Promotion -- A promotion is defined as movement between classifications or to a position with a higher wage rate within a classification. The employee with the earliest hire date shall have preferential rights regarding promotions provided such employee is qualified for and capable of performing such work. If the District determines that seniority should not govern, the District shall set forth in writing to the employee or employees its reason why the senior employee or employees have been by-passed.

Employees who are promoted shall be subject to a probation period not to exceed sixty (60) working days in the new position. During the probationary period, the employer shall have the right to have the employee return to the position they held immediately prior to the promotion.

3.03 Layoff and Rehire -- The principles of seniority (length of service) shall govern in cases of layoff for lack of work and for rehire when work becomes available provided such employee is qualified for and capable of performing such work.

3.04 To maintain seniority an employee must be available for work except in cases of illness or an approved leave of absence.

3.05 It is understood and agreed that in the event an employee is assigned to more full-time employment over a more senior employee who has refused such work, that such employee shall maintain the assignment regardless of seniority status.

3.06 Bus drivers shall have the opportunity by seniority to bid for employment as: warehouse persons, mechanic helpers, or other work as covered by this Agreement as per Article 3.

3.07 Filling of the Shop Foreman position is not subject to seniority.

3.08 Bus Driver Classification Vacancies -- The principles of seniority shall prevail when filling all vacant bus routes at the beginning of the school year, and thereafter when vacancies occur; provided, however, any employee successfully bidding from one bus route to another shall not be permitted to bid back to their previous route when it is subsequently posted as a result of their successful bid. This position and all changes resulting from the posting will go into effect on the same day.

a. Beginning of the school year

1. Initial Assignment: Prior to the start of the school year, all drivers (general education, special education, and utility) will bid on routes/assignments by seniority. All known routes/assignments will be posted at least two (2) days prior to the bid day for driver review. During this posting period, management will be available, and drivers should speak to the Operations Supervisor(s) and/or the Transportation Director with any questions regarding student needs, bus-stop locations, choice of roads, bus turn around needs, etc., and run times.

2. The district will consider it a priority to obtain information to make route times, assignments, and locations as accurate as possible.

3. On routes where a student with a wheelchair is assigned, the District will ensure adequate time is allocated for loading/unloading.

4. At the initial bid, prior to the start of the school year, a driver must be present to bid at their designated time. If a driver is unavailable at the designated time, they may submit written notice to the Transportation Director, or designee, prior to the bid, designating a proxy to bid for them. This proxy must be a Bellingham School District employee.

5. Drivers who have not made a selection on their bid turn or are not present and have not designated a written proxy, will be assigned an open route available at the end of the bid process. If no route is available, they will be placed on the substitute driver list as a displaced driver and offered available substitute work in seniority order. When a route is available that is not selected by a more senior driver through the standard bid process, the open route will be assigned by seniority order, to displaced drivers on the substitute list.

6. The bid obtained by each driver during this process will be known as their initial assignment for that school year.

7. Initial assignments will be confirmed for each driver no later than September 30 of each year. Health/medical benefit and pool eligibility is determined by the contracted assignment worked on October 1 of each school year. If October 1 falls on a Saturday or Sunday, this deadline will be the first working day in October.

8. On or before October 1, routes will be reviewed by the Transportation Director or their designee.

a. If an individual route has increased by thirty (30) minutes or more for fifteen (15) school days from the time of the initial bid, the route will go up for bid. Drivers will receive a written determination of an increase in their route and the notification that it will go up for bid.

b. If the route is decreased by thirty (30) minutes or more, that driver has the option of using their seniority to “bump” a driver with less seniority. Drivers will receive a written determination of a decrease in their route. Upon receipt of this written determination, the driver has two (2) school days to exercise their option to bump or confirm that they choose to retain their current assignment.

c. If a route increases or decreases by fifteen (15) minutes from the time of the initial bid, the time change will be made effective October 1.

9. If multiple routes are simultaneously up for bid and/or bumping, the Transportation Director or designee will consult with the Union and a modified/shortened bid process may be utilized.

b. Posting Routes Monthly After October 10th

1. During the last five (5) school days in each month from October through April, reposting will occur if a bus route is increased thirty (30) minutes or more for fifteen (15) school days or more. Drivers will receive a written determination of an increase in their route and the notification that it will go up for bid.

2. Upon determination that a route decreased thirty (30) minutes or more for fifteen (15) school days, that driver has the option of using their seniority to “bump” a driver with less seniority. Drivers will receive a written determination of a decrease in their route. Upon receipt of this written determination, the driver has two (2) school days to exercise their option to bump or confirm that they choose to retain their current assignment.

3. If a route increases by fifteen (15) minutes for fifteen (15) school days, the time change will be made effective on the workday following the 15th day.

4. Upon determination that a route decreased by fifteen (15) minutes, the driver will receive a written determination of a decrease in their route. The time change will be made effective the workday following the written notice of determination.

5. If at any time during the school year a significant event occurs that impacts route time, and 50% or more of the general education routes change by thirty (30) minutes or more, all routes (general education, special education, utility) will go up for a rebid.

6. Upon written notice to the District that a bus route is to be vacated, such position, if it is going to be continued by the District, shall be posted. Such posting will usually occur within three (3) school days of the notice of vacancy.

7. Newly created routes will be posted when route times are established.

c. Bidding Procedure after Initial Assignment

1. Employees who wish to exercise their seniority for a posted driver position shall be required to so stipulate by initialing next to their name on the seniority list within two (2) school days. Failure to initial the list for an open position within two (2) school days shall be considered a rejection of the open position.

2. An employee on an authorized leave of absence or on sick leave shall be notified of the vacancy via District email. Such employees who wish to exercise their seniority for a posted position shall be required to notify the Transportation Director or designee within the same two (2) days as other employees. Failure to notify the Transportation Director or designee of interest within the two (2) school day period shall be considered a rejection of the open position. If the District is unable to contact an employee on a leave of absence or sick leave despite a good faith effort, it will not be considered a violation of this Article. Employees on leave of absence should consult Article 13 – Leaves, 13.05.

3. Unless a modified bid process is being utilized, any subsequent jobs which are open by reason of filling an open position will be filled by the same process outlined above.

d. Filling Bargaining Unit Work

In the absence of a regular a.m. /p.m. driver, the District shall offer the work, by seniority, to the p.m. only drivers. Other a.m./p.m. drivers are not permitted to "bump" to another a.m./p.m. route when the regular driver is absent.

3.09 Non-Bus Driver Classification Vacancies -- The parties commit to fill all vacant positions, if the position is to be continued in the District, in a timely manner.

3.10 Vacancies Outside of the School Year -- When any job posting is conducted outside of the school term, all school term employees shall be notified of any vacancy prior to the position being permanently filled.

ARTICLE 4 - WORK SCHEDULE

4.01

a. The work week schedule for full-time year-round employees shall consist of five (5) consecutive days, Monday through Friday. The workday shall consist of eight (8) hours to be worked within nine (9) consecutive hours (bus drivers excluded). All hours worked over eight (8) hours in any one day or forty (40) hours in one work week shall be paid at the overtime rate of time and one-half the employee's regular rate of pay.

b. Drivers that have both an AM and PM route will be guaranteed a minimum of four (4) hours. Employees reporting for work will be guaranteed one and one-half (1.5) hours per shift.

c. Employees recalled to duty following completion of a regular school bus run or their regular workday shall be guaranteed a three (3) hour minimum.

d. Roster trips that occur after 5:30pm and before 5:30am will be paid at the overtime rate of time and one-half the employee's regular rate of pay.

e. For Utility Driver overtime guidelines, see Article 10 – Wages, Rates and Salaries, 10.08.

f. Employees who are called to duty on Saturday, Sunday or holiday shall be guaranteed overtime at time and one-half and four (4) hours minimum.

4.02 Meal Per Diem Reimbursement

Weekdays/Student Days – Employees will be eligible for meal reimbursement per diem when the following criteria have been met and approved by the Transportation Director or designee:

- a. The assignment is an out-of-district roster trip of eight (8) continuous hours or longer, or
- b. It includes an assignment that is a combination of a route and an out-of-district roster trip that is eight (8) continuous hours or longer.

- c. Eight (8) continuous hours or longer is defined as clock-in to drop-off time inclusive of any paid or unpaid break of less than sixty (60) minutes between assignments.
- d. Breakfast is an eligible meal if the roster trip meets all of the above criteria and the clock-in time is earlier than 5:30 AM, or is on the second or subsequent morning of an overnight trip.
- e. Dinner is an eligible meal if the roster trip meets all of the above criteria and the drop-off time is later than 6:30 PM, or is in the evening of the “in travel status” of an overnight trip.
- f. Meal reimbursement is only available if the employee has purchased a meal. Reimbursement rate will be District procedure 6213P.

Weekends/Non-Student Days – Employees will be eligible for meal reimbursement when the following criteria have been met and approved by the Transportation Director or designee:

- a. The length of the weekend assignment is determined by clock-in to drop-off time, inclusive of any paid or unpaid breaks during the assignment.
- b. If the weekend assignment is an out-of-district roster (except ski bus/charter trips) that is a minimum of six (6) and up to nine (9) continuous hours or longer, the employee is eligible for reimbursement for up to one (1) meal.
- c. If the weekend assignment is a minimum of nine (9) and up to twelve (12) continuous hours, the employee is eligible for reimbursement for up to two (2) meals.
- d. If the weekend assignment is a minimum of twelve (12) or more continuous hours, the employee is eligible for reimbursement for up to three (3) meals.
- e. Meal reimbursement is only available if the employee has purchased a meal. Reimbursement rate will be per District procedure 6213P.

4.03 Overnight trips shall be paid for at the rate of eight (8) hours per day or actual driving time, whichever is greater. Time and one-half will be paid on Saturdays, Sundays, and holidays and for time in excess of eight (8) hours during a weekday. The driver shall keep an accurate record of their driving time. Meals and lodging will be reimbursed per Board policy.

4.04 Employees shall be paid for all scheduled on-duty time including warm-up and clean-up of vehicles. Pay shall start when an employee is scheduled to report for duty. All time scheduled by the Transportation Director for the purpose of bus clean-up and preparation for semi-annual vehicle safety inspection will be compensated at the standard hourly rate.

4.05 Drivers employed on extra assignment runs which transport students four (4) days a week will be assigned bargaining unit work on the fifth day or may choose to take a pay deduct. When the employee is awarded the assignment, the employee must elect whether to be contracted for five (5) days or to choose the pay deduct. This election will be in place for the entire school year for that assignment.

4.06 If a student is assigned to a route that extends the time, and the student is scheduled to ride three (3) or fewer days per week, the associated increase in time will not be added to the official route time. Such additional time will be paid on a time summary sheet.

4.07 An adequate timekeeping system shall be maintained. An employee's pay shall begin when an employee is scheduled to report to work (see attached Memorandum of Understanding – Working Conditions). If the District determines to implement a new time keeping system, the District and the Union agree to meet and confer over the impacts of the new system.

4.08 Established Run Times and other daily time

a. Regular established run times will be set by the Operations Supervisor or designee in accordance with typical daily driving conditions and approved by the Transportation Director.

b. Temporary events such as snow, road closures, detours and accidents do not warrant increases in the established run times. Valid variations due to these conditions will be paid on time summary sheet.

c. Based on individual situations and pre-approval from the Transportation Director or designee, counseling time with parents, teachers, and principals will be paid time.

d. The following additional time/pay per day will be provided and paid over and above the established run time for pre and post-trip inspection, checking and cleaning the inside and outside of the bus. Pre- and post-trip inspection responsibilities will be provided to each driver and will be completed in an efficient order. Designated times are as follows:

- AM run – fifteen (15) minutes
- Mid-day – fifteen (15) minutes
- PM run – twenty (20) minutes

e. Employees shall be compensated up to a maximum of four (4) hours per month in recognition of the time required for bus cleaning that cannot be accomplished in the time provided in 4.08.d for such tasks. Drivers shall work these hours in the manner that minimizes the implication of overtime, and no more than nine (9) hours per day, whenever possible. Each driver is required to clean the inside and the outside of the driver's assigned vehicle at least once per month. Voluntary work on Saturday will not trigger the mandatory minimums mentioned in 4.01(f).

4.09 All accidents shall be immediately reported to a supervisor.

4.10 Guidelines for assigning work with up to one (1) hour of overtime

The first assignment of additional work is the Utility Driver up to forty (40) hours of the employee's contracted time. Work will then be assigned to the most senior driver who will incur no overtime or the least amount of overtime up to one (1) hour. Any additional work not able to be covered by a contracted Driver due to availability or desire for the work, may then be assigned to a substitute driver.

Eligible Work

- Field Trip
- Mid-day
- AM/PM run open due to: Run posted, declined by current employees, not yet hired from outside

Posting/Assigning Guidelines

- Post on daily or weekly board per the new guidelines if at least one contracted driver is potentially available to do the work within the guidelines
- Driver has to be able to complete the whole piece of available work in conjunction with their regular AM/PM and mid-day runs with up to one hour of overtime

4.11 If the District changes bell times in a manner that significantly changes the operation of the transportation within the District, the parties agree to open Article 4 of the agreement to bargain the effects. It is also understood that the District and the Union have bargained this Agreement under the current economic parameters.

ARTICLE 5 - EQUIPMENT AND CLOTHING

5.01

a. Tools will be furnished by the Employer. An accurate account of tools shall be maintained by the Employer and the employee. Employees are responsible for proper use, storage and maintenance of tools and equipment.

In addition, each mechanic may request individual tool purchases up to \$1000 annually for the purpose of obtaining tools beyond common shop tools. All such purchases must be authorized by the Transportation Director or designee and the employee is responsible for including such purchases in the inventory for that toolkit.

b. Coveralls, coats, and rags to be furnished and maintained by the Employer including warehouse employees and mechanics.

c. The District shall provide adequate protective clothing for fueling, vehicle cleaning, and shop work.

5.02 For the duration of this Agreement, the Employer agrees to pay one hundred forty-five dollars (\$145.00) for miscellaneous helpers, food service (lunch bunch) personnel, one hundred and seventy-five dollars (\$175.00) for warehouse personnel, and two hundred and fifty-five dollars (\$255.00) for mechanics, service specialists and shop foreman for the purchase of safety boots or other pre-approved workplace footwear. The employee shall provide the Employer a sales slip to exhibit proof of purchase. Employees can accrue this allocation for up to two years (2) and receive it for one purchase. However, if a driver being assigned to food service (lunch bunch) position and does not complete a full school year as a miscellaneous helpers, they must return sixty dollars (\$60.00) of the boot allowance.

5.03 CDL Reimbursement

Employees are eligible to be reimbursed the cost of CDL renewal and associated fees up to the current cost charged by the Department of Licensing. In order to receive such reimbursement, employees shall provide receipts.

5.04 The District will cover in full the cost of the complete required biennial CDL exam (DOT physical) and up to two (2) re-exams, during the biennium, when required and when performed by the District-designated occupational medicine physician/clinic.

5.05 Employees who choose to have this exam performed by another DOT eligible physician may be reimbursed for the cost of this exam up to the amount charged to the District by the District-designated occupational medicine physician/clinic. In order to receive such reimbursement, the employee shall provide receipts.

ARTICLE 6 - PAID HOLIDAYS

6.01 Each full-time employee shall receive fourteen (14) paid holidays per contract year.

Labor Day	New Year's Day
Veterans' Day	Juneteenth
Thanksgiving Day	Martin Luther King Day
Day After Thanksgiving	President's Day
Christmas Eve Day	Friday of Spring Break Week
Christmas Day	Memorial Day
New Year's Eve Day	Independence Day

Employees working during the school year only shall receive pay for all contractual holidays except Independence Day, provided the employee must be on the payroll at the time the holiday falls. Employees are eligible to be paid the Juneteenth holiday if it falls within the employee's regular work year. Pay shall be on a pro-rated basis. If employment is terminated, pay for holidays will be pro-rated.

ARTICLE 7 - PAID VACATIONS

7.01 Vacation for annual, twelve (12) month employees

a. Twelve (12) month employees shall be entitled to and accrue vacation time with pay according to the following schedule:

<u>Years of Service</u>	<u>Days * Accrued Per Month</u>	<u>Annual Accrual</u>
1 – 5 years	1.08 days per month	13 days per year
6 – 10 years	1.25 days per month	15 days per year
11 – 15 years	1.50 days per month	18 days per year
16 – 20 years	1.75 days per month	21 days per year
21 – 24 years	1.92 days per month	23 days per year
25+ years	2.08 days per month	25 days per year

*A day is defined as an employee's regular shift total hours.

b. Vacations for twelve (12) month employees shall be scheduled beginning one (1) week following the close of school and end two (2) weeks prior to the beginning of school as approved by the employee's supervisor. Some vacations may be scheduled other periods of time subject to the approval of the employee's immediate supervisor.

c. When a twelve (12) month employee quits on their own accord or is terminated, they are entitled to prorated vacation benefits. Employees enrolled in the PERS I Retirement Plan shall be allowed to accumulate and cash out at time of retirement up to two hundred forty (240) hours of vacation time, provided such time is accumulated in the two (2) years immediately prior to retirement.

d. For twelve (12) month employees, vacation must be taken within two (2) years of the date of accrual. Vacation days unused within two (2) years of accrual will be lost unless the:

1. District requests the carryover of a specified number of days;
2. Employee requests, in writing, the carryover of a specified number of days and the District approves the employee's request in writing; or
3. Employee terminates their employment, in which case vacation benefits will be paid in accordance with Section 7.01.c.

7.02 As of September 1, 2019, vacation pay for non-annual employees has been reflected on the wage schedule in Appendix B. The District agrees that when rolling the non-annual vacation pay on to the salary schedule, no employee will receive less in annual compensation due to that transition.

7.03 Vacation Years of Service Calculation - Annual

Calculations for vacation years of service for annual employees shall take effect September 1 of each year beginning September 1, 1990, as follows:

- a. Persons hired on or between September 1 and May 31 of the fiscal year shall, for vacation calculation purposes, be deemed to have completed one (1) year of service their first portion of a year of employment. For example, a person hired May 31, 1987, will have been deemed to have completed one full year of service in 1986-87 and, thus, will be placed on the 6-10 year vacation schedule beginning September 1, 1991.
- b. Personnel hired on or between June 1 and August 31 of the District's fiscal year will, for vacation calculation purposes, be deemed not to have completed one year of service. For example, a person hired June 1, 1987, will have been deemed to have not completed one full year of service in 1986-87, and, thus, will not be eligible to be placed on the 6-10 year vacation schedule until September 1, 1992.

ARTICLE 8 - HEALTH AND WELFARE

8.01 School Employees Benefit Board (SEBB) Program Coverage and Benefits

1. Effective January 1, 2020, the District implemented the State's mandatory insurance program administered by the Washington Health Care Authority through the School Employees Benefits Board (SEBB). The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition agreement for all employees who meet the HCA's eligibility requirements.
2. For purposes of benefits provided under the SEBB, school year shall mean September through August, which shall be the eligibility year.

3. Payroll deductions for eligible employee SEBB premiums to be paid to the Health Care Authority (HCA) shall be made in the month in which the benefit is received.
4. The District will provide employees with those benefits offered through SEBB, which currently include:
 - a. Basic Life and Accidental Death and Dismemberment insurance (AD&D)
 - b. Basic Long-Term Disability insurance
 - c. Vision insurance
 - d. Dental insurance including orthodontia
 - e. Medical Plan insurance
5. Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by SEBB.
6. Employees may enroll in a Health Savings Account (HSA) when they select a qualifying High Deductible Health Plan (HDHP) for their medical insurance.
7. Employees may utilize payroll deduction for supplemental insurance approved for payroll deduction by SEBB, the carrier, the District and the Union.

8.02 Eligibility

1. In accordance with WAC 182-31-030, the District will:
 - a. Upon employment, inform employees in writing whether they are or are not eligible for SEBB benefits and how employees may appeal eligibility and enrollment decisions.
 - b. Routinely monitor all employees' work hours to establish and maintain eligibility.
 - c. Inform employees in writing of changes to the employee's eligibility status and how employees may appeal the District's eligibility and enrollment decisions.
2. In accordance with WAC 182-31-040:
 - a. All employees shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in an eligibility year, so long as they maintain an employment relationship. Substitute hours will be counted towards SEBB eligibility, after they are worked.
 - b. Employees who have worked at least 630 hours in each of the previous two school years and return to the same type of position or combination of positions are presumed eligible for benefits.
 - c. Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours.

- d. Employees hired on a date that prevents 630 hours because not enough days remain in the year will be provided with benefits coverage if they are anticipated to work at least 630 hours the next school year and anticipated to be compensated for at least seventeen and one-half hours a week in six of the last eight weeks of the school year for nine to ten month employees, or for twelve month employees, in six of the last eight weeks prior to August 31, the last day of the school year consistent with WAC 182-31-040.
3. Once eligibility is established, it shall be maintained for the remainder of the eligibility year under the conditions described in WAC 182-31-050.
4. All compensated hours in District positions shall count for purposes of establishing eligibility in accordance with WAC 182-31-040. This includes but is not limited to additional days, hours, and all time-based extended, supplemental, and extracurricular contracts referenced in this Agreement.

8.03 Benefit Enrollment and Continuity of Coverage

1. In accordance with WAC 182-31-040, in the month of September, benefit coverage for eligible employees begins their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work or first day the employee is found eligible.
2. Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefit coverage if they meet the eligibility requirements above.

8.03.1 Leaves of Absence

1. Paid leave hours shall count towards eligibility for benefits. Employees who are otherwise eligible for benefits who go on unpaid leave and retain their employment relationship will remain eligible for benefits under conditions allowed by SEBB.
2. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave Act (PFMLA) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or Title 50A RCW Family and Medical Leave under conditions allowed by SEBB.

8.03.2 Benefit Termination

1. An employee eligible for benefits who terminates the employment relationship shall continue to receive benefits under the conditions described in WAC 182-31-050.
2. In cases where separation occurs after completion of the student year, benefit coverage will continue through August 31 unless the employee identifies an earlier resignation date.

8.03.3 Interpretations and Appeals

1. The provisions in this Article represent the parties' shared understanding of current SEBB rules regarding eligibility and coverage. All of these provisions shall be read consistent with any SEBB rules, regulations, and policies, some of which may change over time.
2. Any eligibility, premium surcharges, or enrollment decisions made by the District may be appealed by submitting a written request for administrative review in accordance with WAC 182-32-2020 rather than the grievance procedure of the Collective Bargaining Agreement. All other provisions of this Section are subject to the grievance procedure in Article 18.

8.04 Association use of VEBA III Sick Leave Cash-Out Health Reimbursement Plan

8.05.1 The District has adopted the VEBA III Sick Leave Cash-Out Health Reimbursement Plan (the "Plan") pursuant to RCW 28A.400.210 and the District agrees to make contributions to the Plan on behalf of all employees in the bargaining unit who are eligible to participate in the Plan.

8.05.2 Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this agreement, and excess sick leave shall be defined as the sick leave days accruing to the credit of such employee during the term of the VEBA Plan agreement. The parties agree that the Plan shall cover Retirement or Separation from Service Sick Leave Cash-Out Benefits only.

8.05.3 Contributions on behalf of each eligible employee shall be based on the cash-out value of sick leave accrued by such employee available for contribution in accordance with statute and District policy or procedure. All eligible employees will be required to sign and submit to the District a VEBA III Membership Enrollment Form and hold harmless agreement complying with RCW 28A.400.210. If an eligible employee fails to sign and submit such agreement to the District, the District will not make sick leave cash-out contributions to the Plan at any time during the term of this agreement, and any and all excess sick leave which, in the absence of this agreement, would accrue to such employee during the term hereof shall be forfeited together with all cash rights that pertain to such excess sick leave.

ARTICLE 9 - RULES AND PROCEDURES

9.01 Rules and procedures for assigning additional work shall be set forth by the Employer and shall be made a part of this Agreement by reference as Appendix A, Field Trip and Roster Regulations and Procedures. Prior to the finalization of such rules, procedures, or regulations, the Union shall have an opportunity to discuss the same with the Employer. All rules, procedures, and regulations shall be posted in a conspicuous place for employees and a copy sent to the Union.

ARTICLE 10 - WAGES, RATES, AND SALARIES

10.01 Stepped wage schedule (Step 1 to Step 12) to be effective September 1, 2024, through August 31, 2027.

- Step placement will be determined as follows:

Persons hired on or between September 1 and May 31 of the fiscal year shall, for salary step calculation purposes, be deemed to have completed one year of service their first portion of a year of employment. For example, a person hired May 31, 1999, will have been deemed to have completed

one full year of service in 1998-1999 and, thus, will be placed on Step 2 of the salary schedule beginning September 1, 1999.

Personnel hired on or between June 1 and August 31 of the District's fiscal year will, for salary step calculation purposes, be deemed not to have completed one year of service. For example, a person hired June 1, 1999, will have been deemed to have not completed one full year of service in 1998-1999, and, thus, will not be eligible to be placed on Step 2 of the salary schedule until September 1, 2000.

Subsequent years of service for salary step movement will be calculated and employees moved up per the calculations and methodology listed above. Employees will move yearly as eligible at the start of each new school year.

10.02 For salary schedule placement, years of service in any of the positions covered in this Collective Bargaining Agreement will apply towards salary schedule placement.

10.03 2024-2027 Wage Rate Changes

2024-25: See attached wage schedule on Appendix B

2025-26: Effective September 1, 2025, the wage rates on Appendix B shall be increased by the greater of 3%, or the percentage authorized by the State Legislature for K-12 classified wage increases plus 2%.

2026-27: Effective September 1, 2026, the wage rates on Appendix B shall be increased by the greater of 3%, or the percentage authorized by the State Legislature for K-12 classified wage increases plus 2%.

10.04 Mandatory training that is not a pre-employment condition (for example, annual at-risk bloodborne pathogens, and first-aid renewals) will be paid at the standard hourly rate.

10.05 Employees performing work in a position with a higher rate of pay than that which they are normally assigned will receive the higher pay scale while performing such work.

10.06 For non-annual employees, if the school year begins prior to September 1, the effective date for wage changes will be the first student day.

10.07 Driver Trainer Position

1. A Driver Trainer position will consist of four (4) hours per day for one hundred eighty (180) school days and eight (8) hours a day for twenty (20) days during the summer months. All Driver Trainer hours worked will be compensated at the non-annual Driver Trainer rate.
2. The Driver Trainer position may be paired with other part time work to create an eight (8) hour position, including additional Driver Trainer hours; Dispatcher hours (including the four (4) hour position listed in Section 10.09) or driving needs.
3. The total workdays per year for an additional work position will be determined by the Director of Transportation. All hours worked will be compensated at the non-annual Driver Trainer rate, except if the Driver Trainer elects to sign up for roster work, then such work will be paid at the employees regular Bus Driver rate based on years of service.

4. The District will pay for re-certification fees for all driver trainers on a reimbursement basis.

10.08 Utility Driver

1. Utility Driver position(s) will consist of at least the number of student days, will be bid every year and will consist of a minimum of one position.
2. Utility Driver(s) will be assigned forty (40) hours per week consisting of five (5) consecutive days Monday through Friday.
3. The District has the discretion to adjust the assignments to meet the needs of the department.
4. Overtime at one and one-half (1.5) will be paid for hours over forty (40) in a work week (Monday through Friday and as designated in Section 4.01). Designated Utility Drivers shall be exempt from overtime after 5:30 PM on weekdays as outlined in 4.01. Such employees shall be subjected to the provisions contained in Section 4.01.

10.09 Dispatcher

1. Dispatcher position will, at minimum, consist of one (1) four (4) hour per day position and one (1) eight (8) hour position. The four (4) hour Dispatcher position may, at the discretion of the District, be combined with a Driver Trainer position as listed in Section 10.07.
2. When not otherwise assigned to a regular position, Dispatcher is eligible to sign up for field trips, roster work, or routes per the contract language. When performing non-dispatcher work the Dispatcher will be paid the appropriate driver rate.

ARTICLE 11 - SEPARABILITY AND SAVINGS

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

ARTICLE 12 - SAFETY CONDITIONS

12.01 Employees with complaints or suggestions concerning safety conditions shall submit them in writing to the Transportation Director. The District shall acknowledge receipt of the complaint or suggestion, in writing, within seven (7) days of receipt.

12.02 In the event the District determines to use a GPS or video recording systems on District owned vehicles, including school buses, the parties agree that the primary purpose of such systems is operational efficiency, the safety of District property and the safety and wellbeing of students and employees.

Further, data or video from these electronic devices may be used for all lawful purposes, including but not limited to, increasing efficiency through review of vehicle performance and driver behavior, or as evidence in cases involving safety concerns or employee discipline.

Review of bus video solely for the purpose of monitoring employee behavior is prohibited. These recordings will not be used solely for the purpose of reviewing employee performance, without prior notice to the employee. Any time this information will be used to support employee disciplinary action,

the data will be made available for review by the employee and the Union within a reasonable time of any request for such information. It is further understood that data collected from these electronic devices may be subject to disclosure under public records or other applicable statutes and regulations.

ARTICLE 13 - LEAVES

13.01 Jury Duty Pay -- In the event an employee is summoned to serve as a juror or appear as a witness in court or is named as a co-defendant with the District, such employee shall receive a normal day's pay for each day or required presence in court. The employee may keep any fees or payment received for such duty to help offset related expenses. In the event an employee is a party in a court action, such employee may request a leave of absence without pay.

13.02 Sick Leave -- Employees covered under this Agreement shall be allocated twelve (12) days per year sick leave. Unused days may accumulate up to the legal maximum and may be used by the employee for illness, injury, and emergency. Less than full-time employees shall be allocated sick leave pay on a pro-rated basis. Substitutes will accumulate sick leave in accordance with RCW 49.46.210.

Sick leave is for the employee during employee's period of employment for bona fide illness (accident or pregnancy to be considered as an illness) and is not for termination pay.

The Transportation Director may, in the event they see a pattern of regular, excessive or unusual absences, require a physician's certificate and proof of the disability causing the absence. In case of accident or illness of a driver, the Employer agrees to make every effort to provide qualified help to replace the employee while the employee is sick or disabled.

Emergency Leave -- Emergency leave shall be granted as defined in the following:

- a. The problem must have been suddenly precipitated or must be of such nature that preplanning could not relieve the necessity of the employee's absence;
- b. The problem must be one of major importance and not a mere convenience;
- c. It is not the intent of this leave to provide extensions of the other enumerated leaves in this contract or extensions of vacation or holiday leaves because of transportation problems; i.e., failure of an airline to maintain schedules.

Annual Conversion of Sick Leave -- Employees so qualified under the provision of WAC 392-136-015 may choose to convert excess sick leave to monetary compensation. Such employees shall so inform the personnel administrator in writing during the month of January. The District will provide the due monetary compensation with the March payroll.

Conversion of Sick Leave Upon Retirement or Death -- At the time of separation from school district employment as defined in RCW 28A.400.210, a retirement-eligible employee, or in the case of death, the employee's estate, shall receive remuneration at a rate equal to one (1) day's current monetary compensation for each four (4) full days accrued leave for illness or injury.

13.03 Death in the Immediate Family -- Immediate family shall include spouse, children, mother, father, stepmother, stepfather, grandparents, grandchildren, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents-in-law, or any person living in the immediate household as a member of the family.

In case of death, leave shall be granted as follows:

For death of spouse, parent, or child, five (5) days shall be allowed.

For all other, two (2) days shall be allowed.

Three (3) additional leave days may be granted at the discretion of the Superintendent.

13.04 Personal Leave -- Each employee shall have available two (2) personal leave days annually. The days shall be cumulative from year to year to a total of three (3) days. The employee shall not be required to state the reason for use of the leave beyond the term "personal". Approved personal leave can only be used in no more than two (2) consecutive day increments.

Personal leave shall not be used to extend any holiday, vacation, or other leave except as authorized by the department supervisor. Such leave is contingent on available coverage and must be made 72 hours in advance. During the school year, requests must be responded to within 72 hours.

For Transportation Department shop personnel, personal leave may not be used:

- during the annual Washington State Patrol vehicle inspection each summer; and
- no more than one (1) shop person may schedule personal leave on any given day.

For Transportation Department operations personnel (drivers, dispatcher, utility drivers, driver/trainer) and warehouse staff, personal leave may not be used during the first fifteen (15) days of the school year.

No more than three (3) transportation operations personnel, inclusive of no more than two (2) bus drivers, and one (1) warehouse employee may schedule personal leave on any given day.

The employee will submit a personal leave request form to their immediate supervisor.

At the conclusion of the school year by June 30, non-annual employees, who are not members of PERS Plan 1, shall have the option of cashing out up to two (2) unused personal leave days/hours at the hourly rate of \$35.00. Compensation for such leave shall be provided in the August paycheck.

At the conclusion of the school year by August 31, annual and non-annual employees, who are not members of PERS Plan 1, who complete their work year after June 30 shall have the option of cashing out up to two (2) unused personal leave days/hours at the hourly rate of \$35.00. Compensation for such leave shall be provided in the September paycheck.

Cash out will be based upon the employee's contracted hours on the last day of work with the District each year.

13.05 Leave of Absence -- Following are the terms and conditions for leaves of absence:

A. Medical leave and Labor and Industries leave

Upon receipt of appropriate documentation, medical leave will be granted for up to one (1) year. If the leave is due to extended illness, one (1) additional year may be granted. The following conditions will also apply:

1. Leave of Absence

- a. If the absence is projected to be for 1-15 continuous workdays, the position will be filled by a substitute.

- b. If the absence is projected to be for 16-44 continuous workdays, the work will be posted and bid by current employees per standard practice. If an internal candidate is selected, one employee will be permitted to fill this long-term absence and if there is additional time worked, the employee will submit it by time summary. There is no change in their contracted hours. Their temporarily vacated route will be filled by a substitute.
 - c. If an absence is projected to be forty-five (45) continuous working days or more (up to one school year), the position will be posted and bid by current employees per standard practice. The successful internal candidate must gain thirty (30) minutes or more to accept the position. If an internal candidate is selected, a total of two employees will be permitted to move up in to vacated routes by this process and the remaining open position will be filled by a substitute. Upon the return of the employee on leave, all of the employees will return to the same position/driver's route as before the leave.
 - d. At any time during the initially scheduled absence, it becomes apparent the employee will not be released to return as scheduled, the appropriate process listed above will apply.
- 2. If, due to extended illness, the request for medical leave is extended to a second year, the position/route will be posted and filled. The employee will bid back into an open position per their seniority upon their release and return to work.
 - 3. An employee returning from leave of absence must show eligibility to work/drive with a current CDL medical exam, first aid/CPR, and attendance at an annual drivers' in-service.
 - 4. Labor and Industries Leave – Compensation Option. In the event of a period of absence due to injury or occupational disease resulting from an employee's employment with the District, the employee has the right to elect to either use their available illness, injury, and emergency leave or take unpaid leave for the period of absence. If the employee chooses to use unpaid leave for the period of absence, they will keep any labor and industries time loss payment(s) they receive, and no adjustments will be made to the employee's illness, injury, and emergency leave bank. If the employee chooses to use their available illness, injury, and emergency leave, the employee will keep any labor and industries time loss payment(s) they receive. Since the employee cannot receive both the time loss payment(s) and paid sick leave for the same period, the District will deduct an amount equivalent to the labor and industries payment(s) through payroll.

B. Discretionary leaves

An unpaid leave of absence shall be granted only by mutual agreement between the School District and the Union. Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of absence for a period not to exceed one (1) year. A letter granting such leave shall be furnished to the employee, signed by both the District and the Union.

Unpaid leaves of less than twenty (20) consecutive workdays are not subject to these conditions and will be determined and approved through administrative channels.

For leaves up to forty-five (45) working days, the position will be filled by a substitute as an open position. If the requested leave exceeds forty-five (45) working days, the position will be posted and filled. The employee on leave in excess of forty-five (45) working days will retain seniority and will bid by seniority into open positions upon their return.

C. Posting notification while on leave of absence – Employees on leave of absence can bid per Collective Bargaining Agreement Article 3, Section 3.08, Subsection c.2.

D. Return to work

1. If the employee is on medical leave per A.1. and A.2., the position will be held in substitute or leave replacement status until their scheduled return.
2. If the employee is on medical leave per A.2. or on a discretionary leave, they can bid but must be eligible to return to work in the new position within forty-five (45) workdays of the offer of the new position. They will notify the Transportation Director in writing of their intent to accept or decline the position. If they are not eligible to return, the bid will proceed with the other candidates.
3. An employee who is on a one (1) year unpaid leave shall submit a letter to the District not later than the eleventh (11th) month of absence (month prior to end of leave) stating their intention of whether to return to the District or resign/retire. If the employee is on a leave of absence for less than twelve (12) months, they shall notify the District of their intent to return or request to extend their leave of absence at least one (1) month prior to the scheduled expiration of their leave of absence.
4. If due to changed circumstances, an employee wants to return to work earlier than the original date, the following will apply:
 - a. If on medical leave, the employee must present a letter from their physician releasing them to return to work.
 - b. They must notify the Transportation Director in writing at least ten (10) workdays in advance of the anticipated return.
 - c. If on a discretionary leave or medical leave beyond one (1) year (per A.3. and B.), they will be available to bid on open positions per C. and will be placed on the substitute list until they bid on and acquire a new position/route assignment.
 - d. If on medical leave per A.1. or A.2., the leave replacement employee will be notified of the change in their assignment and will be returned to their former assignment or the substitute list effective with the early return of the employee previously on leave of absence.
5. An employee on leave shall retain accrued illness, injury, and emergency leave and vacation leave unless they have been used to provide paid leave as appropriate. Seniority rights will be retained. Personal leave, vacation credit, and illness/injury/emergency leave will not accrue while the employee is on unpaid leave.

13.06 In-service -- The District will provide the state required In-service each year for all CDL drivers. The date will be determined by the district and drivers will be notified. The employee will be paid at the regular rate of pay if said employee works less than forty (40) hours that week and time and one half if said employee works over forty (40) hours during that week. Other training opportunities that are made available throughout the year for drivers and mechanics will be offered as optional training.

13.07 Leave Sharing -- Employees may donate annual or sick leave to a fellow employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee

to take leave without pay or terminate their employment. Any such donation of annual or sick leave shall be subject to the terms and limitations of law.

ARTICLE 14 - INCLEMENT WEATHER CREW

14.01 By seniority bid selection, a crew of four (4) employees shall be assigned to be available during periods of inclement weather to install or remove chains and otherwise prepare buses for operating during the inclement weather. The inclement weather crew will be bid prior to the start of the school year.

ARTICLE 15 - PROTECTION OF RIGHTS CLAUSE

15.01 It shall not be a violation of this Agreement or cause for discharge, disciplinary action or replacement for an employee to refuse to cross a picket line.

ARTICLE 16 - NO STRIKE CLAUSE

16.01 During the life of this Agreement the Union agrees that they will not engage in strike activity or work stoppage of any kind or nature and the Employer agrees they will not lock out employees during the term of this Agreement.

In the event of any strike, slow down, or other interference in the operation of the District with any of the bargaining unit members, the Union shall use all of its efforts and influence to stop such activities.

ARTICLE 17 - WARNING NOTICE

17.01 The Employer may discipline, discharge or suspend any employee for just cause, but no employee shall be discharged or suspended unless a written notice shall previously have been given to such employee of a complaint against the employee concerning the employee's work or conduct, except that no such prior warning notice shall be necessary for such causes for discharge or suspension as dishonesty, use or abuse of alcohol or controlled substances related to the employee's employment or a violation of the parties' agreement regarding drug and alcohol abuse set forth in the attached Memorandum of Understanding, moral turpitude or any cause that constitutes an imminent danger to the safety of the students or equipment.

17.02 Discharge or suspension must be by proper written notice to the employee and the Union within twenty (20) days exclusive of Saturday, Sunday, and holidays of when the Employer knew or reasonably should have known of the occurrence of the violation claimed by the Employer as the basis for discharge or suspension except where dishonesty is involved. In the case where dishonesty is involved, the discharge or suspension notice must be within a reasonable time after the discovery of the alleged dishonesty.

17.03 Each new hire shall remain in a probationary status for a period of thirty (30) working days following their hire date. The probationary period may be extended twenty (20) working days if the District believes additional time is necessary to evaluate the employee's job performance. If the probation period is extended for the additional twenty (20) working days, the District will notify the union of such extension. During this probationary period, the District may discharge the probationary employee at its discretion.

ARTICLE 18 - GRIEVANCE PROCEDURE

- A. Purpose: The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. Meetings or discussions involving grievances shall be scheduled at mutually agreeable times.
- B. Definitions:
1. Grievant -- A grievant is an employee or, in the case of the Union's contractual rights, the Union.
 2. Grievance -- A grievance is defined as a dispute involving the interpretation or application of specific terms of this Agreement.
 3. Days -- Days defined in this procedure are normal District office workdays.
- C. Timelines: Grievances shall be processed in the following manner and within the stated time limits. Time limits provided in this procedure may be extended only by mutual written agreement.

Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within the specific or mutually extended time limits shall permit the grievant to lodge an appeal at the next step of this procedure.

Failure of the grievant (employee or Union) to present or proceed with a grievance within the specified or mutually extended time limits will render the grievance waived.

- D. Representation: The grievant may waive the Union's involvement in the procedure at any step. If the grievant elects not to have Union representation, the Union shall have the opportunity to be present at the adjustment of the grievance and to make its views known or shall receive the same written responses provided to the grievant.
- E. Process:

Step 1. Informal Level -- Informal Submission of Grievance to Supervisor.

Within twenty (20) days following the occurrence of the event giving rise to the grievance, or twenty (20) days after the event is known or reasonably should have been known, the employee shall attempt to resolve the grievance informally with the immediate supervisor. The immediate supervisor shall respond informally within ten (10) days of the employee's presentation.

Step 2. Formal Level -- Written Submission of Grievance to Supervisor.

If the grievance is not resolved informally, it shall be reduced to writing by the employee or the Union who shall submit it to the immediate supervisor within ten (10) days after receipt of the informal response. The written grievance shall contain:

- a. A statement of the alleged grievance including the facts upon which the grievance is based;
- b. Reference to the specific terms of the Agreement which have been allegedly violated;
- c. Issues involved; and

d. Remedy sought.

In presenting the grievance, the employee may elect to represent themselves or be accompanied by a representative of the Union. The immediate supervisor will inform the employee and the Union in writing of their disposition of the grievance within ten (10) days of the presentation of the written grievance.

Step 3. Superintendent Level -- Written Submission of Grievance to the Superintendent.

- a. Individual Grievance -- If the grievance is not settled at Step 2 and the employee wishes to pursue the grievance to Step 3, the employee must file the grievance in writing within ten (10) days after receipt of the immediate supervisor's written response in Step 2 above. The superintendent, or designee, will review the grievance with the parties involved and provide a written statement of the disposition to the employee with a written copy to the Union, within ten (10) days of receipt of the grievance.
- b. Union Grievances -- A grievance which the Union may have against the District, limited as aforesaid to matters dealing with the interpretation or application of terms of this Agreement relating to Union rights, shall be commenced by filing in writing (in the format of Step 2 above) with the Superintendent, or designee. Such filing shall be within twenty (20) days following the occurrence of the event giving rise to the grievance or twenty (20) days after the event is known or reasonably should have been known. The Superintendent, or designee, and the Union will have ten (10) days from the receipt of the grievance to resolve it.

Step 4. Arbitration -- If no settlement is reached in Step 3, the Union may request that the matter be submitted to an arbiter as hereinafter provided:

- a. Written notice of a request for arbitration shall be made to the Superintendent, or designee, within ten (10) days of receipt of the disposition letter at Step 3.
- b. Arbitration shall be limited to issue(s) involving the interpretation or application of specific terms of this Agreement.
- c. When a timely request has been made for arbitration, the parties shall attempt to select an impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten (10) days after submission of the written request for arbitration, the provisions of paragraph d., below, shall apply to the selection of an arbiter.
- d. In the event an arbiter is not agreed upon as provided in paragraph c., above, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of nine (9) arbiters. Such request shall state the issue of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the nine (9) arbiters is received, the District and the Union shall alternately strike names from the list of arbiters until one individual's name remains, said individual to become the arbiter. The right to strike the first name shall be determined by the toss of a coin.

In the event either party is dissatisfied with the credentials of the arbiters whose names are on the first panel offered by the Federal Mediation and Conciliation Service (FMCS), such party can summarily reject that panel and insist on a second panel. Any costs assessed by the FMCS from the request for the second panel will be borne by the party making such request. Selection must be made from the second panel.

e. Arbitration proceedings shall be in accordance with the following:

1. The arbiter, once appointed, will inform the parties as to the procedures which will be followed.
2. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request, through subpoena if necessary, such data and testimony as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days, unless mutually extended, of the closing of the record.
3. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s) presented for arbitration which decision shall be final and binding on both parties.
4. The arbiter shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except by mutual agreement.
5. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance.

The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.

6. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
7. The fees and expenses of the arbiter shall be shared equally by the District and the Union.
8. The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic cost.

F. Binding Effect of Award: All decisions arrived at under the provisions of this Article by the representatives of the District and the Union at Steps 1, 2, and 3, or by the arbiter, shall be final and binding upon both parties, provided, however, that in arriving at such decisions neither of the parties nor the arbiter shall have the authority to alter this Agreement in whole or in part.

G. Limits to the Arbiter: The arbiter cannot order the District to take action contrary to law.

H. No Duty to Maintain Status Quo: The District has no duty to maintain the status quo or to restore the status quo pending arbitration. But if return to the status quo is ordered by the arbiter, the return shall be affected as per the arbiter's award.

I. Freedom From Reprisal: There will be no reprisals against the grievant or others as a result of their participation in this process.

ARTICLE 19 – WORKING CONDITIONS

19.1 SHOP

- 19.1.1 The Transportation Director will assign all overtime but will make every reasonable effort to maintain equity of assignments among shop personnel.
- 19.1.2 The Transportation Director will assign shop personnel shifts to ensure that at least one (1) shop employee is on duty until 5:30 p.m. on school days.
- 19.1.3 The District will make a good faith attempt to provide annual training schools for shop personnel.
- 19.1.4 The District will conduct monthly meetings of shop personnel.

19.2 TRAINING

- 19.2.1 The District will provide training opportunities for bargaining unit members who are interested in substituting for the following bargaining unit personnel in positions requiring specialized training: DEF, lunch run/Delivery Driver, bus wash, and mountain training.
- 19.2.2 The District will maintain an employee training and development program.
- 19.2.3 Training team selection and utilization: At the beginning of each school year, up to five (5) positions for Driver trainers will be posted similar to Inclement Weather Crew posting. Those drivers will be utilized for training/in-service on a rotating basis. The Director will determine the need and number. Training team members will require Washington State certification as driver trainers to bid for the positions and the ability to perform training/in-service responsibilities as determined by the Director.

19.3 ROUTES AND HOURS

- 19.3.1 The parties to this Agreement recognize that there are unique aspects related to the scheduling of drivers of special education students. The parties commit to a mutual effort to work to ensure that special education routes are established using the following criteria: student need, seniority, operational efficiency and creation of assignments up to an eight (8) hour day. The drivers and the Transportation Director or designee will meet on a regular basis to discuss concerns with route and student assignments.
- 19.3.2 Department procedures regarding timekeeping:
 - a. Employees assigned to the transportation facility shall use a time keeping system. The primary purpose of a timekeeping system is to ensure that employees are paid accurately. Time clocks will be calibrated at least annually.
 - b. If there are exceptions to established run time, drivers will so note on materials provided.
 - c. Employees will use the time keeping system for all work.
- 19.3.3 If there are fifteen minutes or less between assignments, the employee remains on the clock; provided, however, employees shall remain on the clock from the end of an assignment until an employee meeting even if the time exceeds fifteen minutes.

19.3.4 Flex Time Requests -- Annual employees may work with the Transportation Director or Operations Supervisor regarding the need to access temporary flex time. All time must be made up in the same day and will not be subject to daily overtime provisions.

19.3.5 Prior to the driver in-service in August, the District will establish a specified number of eight (8.0) hour, school year only positions. These positions would be for one year only, posted at the start of the year in-service, and subject to seniority for filling. *

The parties understand that the drivers would be available and expected to perform their a.m./p.m. route(s), their selected midday work, and other driving as directed by the department in order to total eight (8.0) hours per day.

(A) The eight (8.0) hour positions will consist of a combining of a.m./p.m. route times with certain types of regular, scheduled midday work -- early childhood and kindergarten programs, food service deliveries, and others as determined by the department.

19.4 MISCELLANEOUS

19.4.1 The District will provide a specific area for washing and cleaning vehicles.

19.4.2 The District will provide a simplified required checklist for pre/post vehicle checks.

19.4.3 On those occasions when a driver is assigned a new vehicle or is required to use an unfamiliar substitute vehicle, said driver will have an opportunity for an orientation prior to driving the vehicle. The driver will notify the Director or supervisor and request an orientation. The orientation will be conducted by the staff driver trainer, supervisor, Director, or shop personnel as designated by the Director or supervisor.

ARTICLE 20 - MANAGEMENT RIGHTS

20.01 The District retains all rights except as those rights are limited by the express and specific language of this Agreement. Nothing anywhere in this Agreement shall be construed to impair the rights of the District to conduct all its business and all particulars except as expressly and specifically modified in this Agreement.

ARTICLE 21 -DURATION

21.01 THIS AGREEMENT, INCLUDING ADDENDUMS AND/OR SUPPLEMENTAL LETTERS, if any, shall be in full force and effect from September 1, 2024, to and including August 31, 2027. If the parties desire to negotiate changes or revisions, notice in writing must be given at least sixty (60) days prior to September 1.

21.02 In the event of a significant reduction in funding due to the impact of a double levy failure, either party shall have the option to reopen this Agreement to negotiate revised provisions. Such reopening notice shall be in writing. Within ten (10) days of such notice, the parties shall begin negotiations on an expedited basis.

Revisions agreed upon shall be retroactive to the expiration date of the Agreement unless otherwise specifically provided. Notwithstanding any other provision in this Agreement, the respective parties shall be permitted all legal or economic recourse to support their request for revisions if the parties fail to agree thereon.

THIS AGREEMENT IS EXECUTED THIS _____ day of _____, 2024, by the duly authorized agents and representatives of the parties hereto.

Dated: 6-21-24

Signed 
Richard Ewing, Secretary-Treasurer
Teamsters Local Union 231

Dated: 7-18-24

Signed 
Dr. Greg Baker, Superintendent
Bellingham Public Schools #501

MEMORANDUM OF UNDERSTANDING

DRUG AND ALCOHOL ABUSE

The District and the Union share a strong commitment to its employees to provide a safe work environment for employees and students and to promote high standards of employee health. Consistent with the spirit and intent of this commitment, the parties have agreed to the following comprehensive procedures regarding drug and alcohol abuse and testing procedures. The purpose of the parties' agreement is to create a work environment that is safe, healthy, and productive, and to eliminate the safety risks which result from the use of alcohol and drugs.

The District and the Union recognize that employees whose job description and/or job duties qualify them to be subject to the DOT regulations will be subject to the guidelines applicable to them as outlined in District Policy and Procedures #5202 and 5202P Federal Motor Carrier Safety Administration Mandated Drug and Alcohol Testing Program.

Definitions

As used in this Article, the following terms are defined as set forth below:

Drug: any substance, other than alcohol, capable of altering the mood, perception, coordination, reflexes, or judgment of the individual, including but not limited to, any over-the-counter medication containing warnings regarding use.

Prescribed Drug: any substance prescribed for the individual by a licensed medical practitioner.

Illegal Drug: any non-prescribed drug, the unauthorized use, sale, delivery, transfer, or manufacture of which is prohibited by law, including, but not limited to marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP).

Alcohol: any beverage that may be consumed containing ethyl alcohol.

Reason to Suspect: when observations or other sensory perceptions would lead a reasonable individual to suspect that an employee is in possession of, under the influence of, or has used drugs, alcohol, or other substances or is otherwise in violation of this policy.

Under the Influence of an Illegal Drug: with a detectable presence of an illegal drug in the urine.

Under the Influence of Alcohol: with a blood alcohol level of .04 percent or more.

Work Status: that time during which an employee is in any act of working for the District in any capacity in any location. This time includes, but is not limited to, all time spent at the driving controls of a motor vehicle in operation for the District; all time on duty at a District or other facility waiting to be dispatched; all time inspecting, servicing, or conditioning a motor vehicle on behalf of the District at any time; all time in a District motor vehicle; all time loading or unloading a motor vehicle or assisting therein; and all times repairing, obtaining assistance for, or remaining in attendance upon a District motor vehicle, whether such vehicle is disabled or in working order.

I. Scheduled Drug: those drugs that are narcotic and may affect the brain or central nervous system and are classified by the Drug Enforcement Agency as having an addiction or abuse potential. The District reserves the right to modify this list without notice, at any time, per federal regulations.

- J. Follow-up Random Drug Test: a drug test to which the District may require an employee to submit at any time at the District's discretion pursuant to Section V.D., below

Illegal Drugs

The use or possession of illegal drugs, being under the influence of an illegal drug, or having a measurable quantity in one's system of an illegal drug while on work status or on District premises may result in discharge or suspension without prior warning, as provided in Article 17, Section 17.01.

The sale, trade, delivery, transfer, or manufacture of illegal drugs while on work status or on District premises will result in discharge or suspension without warning, as provided in Article 17, Section 17.01, and possible referral to law enforcement authorities. The use, sale, trade, delivery, or manufacture of illegal drugs by employees at any time that may impact the interests of the District, including use of drugs by employees on their own time, may result in discharge or suspension without prior warning, as provided in Article 17, Section 17.01.

Alcohol

The unauthorized use or possession of alcohol or being under the influence of alcohol while on work status, during work hours, or on District premises may result in discharge or suspension without prior warning, as provided in Article 17, Section 17.01. Similarly, use of alcohol within four hours prior to reporting for duty may result in discharge or suspension without prior warning, as provided in Article 17, Section 17.01.

Prescription Drugs

Prescription drugs may be brought upon District premises only by the person for whom they are prescribed, and shall only be used in the manner, combination, and quantity prescribed. An employee using a prescribed scheduled drug shall obtain and provide to the District a clearance, in writing, from a licensed medical practitioner who is familiar with the employee's medical history and assigned duties. The clearance must state (1) that the employee can perform his or her job duties safely and (2) how long the employee will be under the medication. Upon request, the District will provide the employee using a prescribed drug a job description to be provided to the treating physician for evaluation.

An employee found in violation of this Section may be discharged or suspended without prior warning, as provided in Article 17, Section 17.01.

Right to Test

A. Test Samples:

Drug and/or alcohol testing will be based on blood, urine, and/or breathalyzer samples or tests provided by employees.

- B. Drivers are subject to pre-employment testing. In addition, drivers are also subject to testing for controlled substances and testing for alcohol and controlled substances for the following purposes: random, post-accident, reasonable suspicion, return-to-duty, and follow-up.

- C. The cost of testing will be allocated as described in District Policy and Procedures #5202 and 5202P.

D. Reasonable Cause Testing:

When there is reason to suspect from an employee's conduct that they have used or may be under the influence of alcohol, drugs, or any substance prohibited by this policy, or otherwise in violation of this policy, while on work status, during working hours, or on the District premises, the District may require the employee to submit promptly to a drug and/or alcohol test at the District's expense. The conduct should be witnessed by at least two (2) District supervisors or Director, if at all feasible. If not feasible, only one (1) District supervisor or Director need witness the conduct. Written documentation of the employee's conduct will be prepared and signed by the District supervisor(s) or Director within twenty-four (24) hours of the observed behavior or before the results of the tests are released, whichever is earlier. The District will provide transportation for the employee immediately to a collection site for the collection of a blood and/or urine sample or for the administration of a breathalyzer test. The District will provide transportation for the employee to the employee's home from the collection or testing site.

E. Post-Accident Testing:

The District may, at the District's discretion, require that an employee submit to a drug test following (1) a reportable traffic accident, if a citation for a moving traffic violation arises from the accident, or (2) violation of a District rule, safety rule, or standard that results in death or personal injury requiring immediate hospitalization, that causes significant property damage, or that exposes the employee or others to the danger of potential death or serious bodily injury ("accident"). Employees will submit to a blood, urine, and/or breathalyzer test as soon as possible after an accident, consistent with DOT regulations. An employee who is seriously injured and cannot provide a sample at the time of the accident will provide the necessary authorization for obtaining hospital reports and other documents that would indicate whether there were any drugs and/or alcohol in his or her system.

F. Follow-up Testing:

Any employee who tests positive for drugs or alcohol will be subject to random follow-up testing for a period of up to five (5) years following his or her return to work, if allowed to return to work. At least six (6) tests will be conducted during the first twelve (12) months following the driver's return to duty or as required by DOT regulations.

G. Refusal to Submit to Test:

Refusal to submit or failure to submit promptly to a drug or alcohol test upon the District's request constitutes insubordination and a presumed violation of this Article. Accordingly, refusal to submit promptly to a drug or alcohol test may result in discharge or suspension without prior warning, as provided in Article 17, Section 17.01.

H. Falsification:

Providing false information with regard to a drug or alcohol test or trying to contaminate or otherwise alter in any way a urine specimen, blood sample, or breathalyzer test provided

under this policy will be grounds for discharge or suspension without prior warning, as provided in Article 17, Section 17.01.

I. Release:

Any employee subject to blood, urine, and/or a breathalyzer test under this Article shall, at the District's request, consent to release to the District any and all test results.

The employee shall consent to release to the District or its designated agents the result of any tests or medical procedures to determine the presence and/or level of drugs and/or alcohol in the employee's body. Refusal to sign a release form shall constitute insubordination and may result in discharge or suspension without prior warning, as provided in Article 17, Section 17.01.

Employee Assistance Program (EAP)

The District will provide for employees an Employee Assistance Program (EAP), which will provide education and training on controlled substances, including the effects and consequences of controlled substances use on personal health, safety, and the work environment.

Dated: 6-21-24

Dated: 7-18-24

Signed 
Richard Ewing, Secretary-Treasurer
Teamsters Local Union 231

Signed 
Dr. Greg Baker, Superintendent
Bellingham Public Schools #501

MEMORANDUM OF UNDERSTANDING

Transportation Ten-Hour Workdays (4x10's) – Summer Schedules

The Teamsters' Union and the Bellingham School District (District) mutually agree to schedule four 10-hour workdays (4x10's) per week for annual transportation employees within the 4 x 10 window as designated by the District.

1. Some transportation employees will continue to work five 8-hour workdays, at their request, or in the best interests of the District at the discretion of the Transportation Director.
2. Transportation employees who are scheduled to work the four 10-hour days will:
 - A. If one of the 4 x 10 work week includes the 4th of July holiday, employee can work three of the four 10-hour days during the week of July 4 and be charged for two (2) hours of vacation to cover the required 32-hours work time for that week or work a regular five-day week and take one 8-hour day holiday.
 - B. Have the 4x10's option as long as there are two shop staff scheduled at all times for shifts five days per week, except for the week of July 4.
 - C. Have sick leave, vacation time, etc., deducted and earned on an hour-for-hour basis.
 - D. Have working hour uniformly scheduled no earlier than 6:00 a.m. and no later than 5:00 p.m. with a half-hour, or 1-hour lunch, as appropriate. Two 15-minute breaks may be taken during the day, one to be scheduled mid-morning and the other mid-afternoon.
 - E. Employees with medical restrictions related to hours of work, length of shift, and light duty will be restricted from working the 4x10's.
3. All bargaining unit employees will submit vacation and leave schedules by June 15th for June, July and August of said year.
4. The District, at its discretion, may cancel the four 10-hour workday schedule or change the schedule for all or part of the employees involved.
5. The summer four 10-hour workday program will be a year-to-year District decision, and agreement to enter into this project for this year does not establish precedent for future years.

All other working conditions will continue in conformance with the District/Teamster Collective Bargaining Agreement.

Dated: 6-21-24

Signed: 
Richard Ewing, Secretary-Treasurer
Teamsters Local Union 231

Dated: 7-18-24

Signed: 
Dr. Greg Baker, Superintendent
Bellingham Public Schools #501

MEMORANDUM OF UNDERSTANDING (MOU)

Between

BELLINGHAM PUBLIC SCHOOLS AND GENERAL TEAMSTERS LOCAL UNION 231

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT
BETWEEN BELLINGHAM PUBLIC SCHOOLS (District)
AND
THE GENERAL TEAMSTERS UNION LOCAL 231 (Union).

To address the driver shortage, the District and the Union entered the following Memorandum of Understanding that describes a program that encourages current Teamsters employees to recruit new drivers into the existing workforce. It additionally provides a financial incentive for the referring employee.

Program Rules:

- All Bellingham Public Schools Teamsters employees are eligible for the referral stipend.
- Referring employee will earn a \$500 stipend after the new driver completes three hundred (300) hours of paid route driving time.

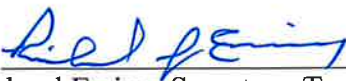
To Earn the Referral Stipend:

- To qualify for the bonus, a referred employee must be hired within 180 days (six months) of the initial referral date. If unforeseen circumstances delay a new driver from being hired, the 180-day period may be extended by the district on a case-by-case basis.
- The referral must represent the candidate's first contact with Bellingham Public Schools. Temporary, summer, contract and former employees of Bellingham Public Schools are not eligible candidates for stipends as referred candidates.
- Employees must submit the referral form to Human Resources utilizing the attached candidate referral form prior to a candidate applying and/or being interviewed.
- The referring employee must agree to have their name used when the district contacts the candidate.
- The first employee to refer a candidate will be the only employee eligible for payment. The completed referral form with the earliest date received by HR will determine the employee eligible for the stipend.

Also:

- Only candidates who meet the essential qualifications for the position will be considered.
- All candidates will be evaluated for employment consistent with district policies and procedures.
- All information regarding the hiring decision will remain strictly confidential.
- Any disputes or interpretations of this employee referral program will be handled through Human Resources.
- All stipends related to this referral will be paid after the referred driver has completed three hundred (300) hours of paid driving time for the Bellingham Public Schools.
- The District and Union agree that it was not intended for the bonuses in this MOU to increase the regular hourly rate of any employee. This letter of agreement will be terminated immediately after the first pay period in which the bonus caused the regular hourly rate to be increased for overtime purposes under state or federal law.

Dated: 6-21-24

Signed 
Richard Ewing, Secretary-Treasurer
Teamsters Local Union 231

Dated: 7-18-24

Signed 
Dr. Greg Baker, Superintendent
Bellingham Public Schools #501

BELLINGHAM PUBLIC SCHOOLS
Bellingham, Washington

FIELD TRIP AND ROSTER REGULATIONS AND PROCEDURES

Definitions

- A. **Field trip** is defined as any trip that falls primarily after AM and before PM routes. Field trips are work that supplements an employee's contracted time (exception to this is if a field trip exceeds 3.5 hours). Field trips are assigned on a seniority basis per CBA.
- B. **Flatland roster trip** is defined as any trip that is not into or over a mountain pass and that is primarily before AM routes, and/or after PM routes or any trip on Saturday, Sunday or a holiday. Drivers are permitted to forgo some, or all, of their contracted time to accept a roster trip based on posted times. Roster trips are assigned on a rotation.
- C. **Mountain roster trip** is defined as any trip with a destination into or over a mountain pass and that is primarily before AM routes, and/or after PM routes or any trip on Saturday, Sunday or a holiday. Drivers are permitted to forgo some, or all, of their contracted time to accept a roster trip based on posted times. Roster trips are assigned on a rotation. The said driver must be mountain qualified. At annual in-service, a sign-up sheet will be provided for drivers to indicate a desire to become mountain qualified. After a Driver is Mountain qualified, each year thereafter, the Driver will meet with a Mechanic prior to their first Mountain Roster trip for a refresher training.
- D. **Summer Trips** are defined as trips that occur between school terms and shall be offered to non-annual employees per the summer postings.
- E. **Emergency roster trip** is defined as any trip dispatched on the same day or with less than 24 hours notice except during playoffs. Playoff buses are: team, band, and roter.
- F. **Supplemental assignment** is defined as shuttling or transporting students that is an addendum to the traditional AM/PM, or mid-day routes.
- G. **Extended Day** is defined as transportation that is scheduled to extend a student's educational day.
- H. **Middle School Sports Trips** are defined as after school middle school sports transportation.

1. General Procedures

- A. The following procedures will be observed by the District and the Union.
 - 1. A roster for school year work shall be maintained by the Transportation Director. Within the first ten (10) school days of each school year, eligible drivers must indicate if they wish to be on the roster. A separate summer roster will be created for summer work.
 - 2. The roster shall be arranged by seniority order and will operate on a rotating seniority basis.

3. A driver that becomes eligible during the school year shall request to be added to the roster. These choices shall be permanent for the school year.
4. School year field trips are assigned through the Weekly Assignment Board. Summer field trips are assigned verbally during the summer. Field trips are offered to the most senior person on the sign-up list.
5. Summer sign-up lists or known routes will be posted five (5) days prior to the last student day. Drivers interested must sign up.
6. Drivers who wish to be considered for middle school sports trips must sign up for this work at the start of the school year bid. A roster will be created not to exceed one driver per middle school. Trips will be assigned on a rotation basis, by seniority.

2. Roster Driver Eligibility

- A. A school bus driver will be considered eligible to become a member of the roster when the following conditions and requirements are met:
 1. Approval of the Transportation Director as having performed wisely and safely under all driving conditions and received field trip training provided by the District.
 2. Meet the physical requirements necessary to complete the trip, as contained in the Driver Responsibility and Department Procedures Memo for Roster Trips.
 3. Additional qualifications for mountain driving will include classroom and hands on training by a qualified trainer.
 - a. Training will include, but not limited to:
 - (1) The use of brakes and transmission on long mountain grades.
 - (2) How to “chain up”.
 - b. Depending on mountain driving experience of said driver, at the discretion of the Transportation Director, additional or refresher training may be required to continue to be on the list for subsequent years.
- B. Qualifications to be eligible to accept/drive a roster trip:
 1. The driver must work their normal assigned hours, including mid-day assignments, if any, the previous workday, as well as the day of the trip, unless the employee is on approved leave.

Preapproved leave

1. A driver has submitted an absence request form to the Transportation Director or Supervisor, and *the absence request has been approved prior to becoming eligible for a roster trip.*
2. A driver has submitted an absence request form to the Transportation Director or Supervisor for preapproval prior to the availability of a roster trip. The driver will be eligible for assignment to the roster trip.

C. Extended Day and After-School Activity Drivers – Middle School Sport/Activity Runs

1. Drivers who want to be considered for these extra assignments must sign up for this work at the beginning of the school year, or when they become available.
2. This is a yearly assignment by seniority to drivers on this list.

3. Roster Driver Responsibilities

- A. Roster drivers will be responsible for complying with the following:
 1. Must be responsible for their assigned vehicle during the duration of the trip.
 2. Supervise and assist in loading and unloading equipment.
 3. Periodically check the bus during the duration of the trip.
 4. Follow district standards of conduct, and make those standards known to all passengers before beginning each trip.
 5. Non-school district personnel will be allowed on the bus if permission has been granted by the Transportation Director, on a case-by-case basis.

4. Assignment Procedures – Roster Trips

- A. Following utilization of driver-utility person(s), all other trips that commence on a weekday will be roster assigned. All weekend and holiday trips shall be roster assigned.
- B. All roster trips shall be posted and assigned on a rotating basis.
- C. Drivers must take the next available trip on their roster or pass that turn.
- D. When multiple trips are scheduled on the same day, the next eligible driver will have first choice of those trips.
- E. Roster Bus Assignments: The Transportation Director or Supervisor will designate a group of buses that will be used for roster trips each year. An orientation will be available for any driver that is not familiar with the designated roster bus(es). Roster buses are assigned to trips based on the need of the specific trip (i.e., passenger count, storage needs, etc.) If a trip is outside of Whatcom or Skagit County, a bus will be designated from the select group.

If a driver has a roster trip and their designated route bus is one of the designated roster buses, and it meets the needs for that specific roster trip, they will be assigned that bus.

This group of roster buses will be posted at in-service so drivers have time to request orientation if needed. Upon returning from a trip, each roster driver will ensure the bus is clean and ready to be dispatched the following day. The driver should notify dispatch if for any reason the bus would not be eligible for dispatch in the morning of the following day.

5. Posting and Assigning Roster Trips

- A. By 8:00 a.m. every Friday, the roster trips will be posted.
- B. By 10:00 a.m. on Monday, drivers must indicate their interest in specific trips in priority order on the roster form.

- C. All drivers interested in any trip, regardless of their position in the roster rotation, must indicate their choices in priority order on the form.
- D. No response is considered a pass of all existing work.
- E. By 2:00 p.m. on Monday, trips will be assigned and displayed on the board.
- F. Trips will be assigned weekly, Wednesday through Tuesday.
- G. Trips that come in after 8:00 a.m. on Friday for the posted assignment period will be held until all the existing assignments are made and then offered to the next available driver on the roster list. These trips will be offered in accordance with the time they became known to the Transportation Department and will be dispatched in such order. The driver will be given a time by which they need to respond. A refusal to accept the first trip known to the Transportation Department and available to the driver will be considered a pass of the driver's turn on the roster.
- H. Eligible drivers absent during the sign-up window, who wish to work the following week, must contact management/designee before the 10:00 a.m. Monday deadline to sign up for work.
- I. A driver's sign-up or request represents a commitment to perform the work assigned. Once assignments are made, drivers are responsible for completing assigned work.
- J. Roster drivers may take one (1) overnight trip per school year. In the event all roster members have had an overnight trip or pass the opportunity, a second overnight trip may be taken by the next driver up. All overnight trips are roster trips.
- K. Drivers are responsible to monitor their position on the roster.

6. Assignment Procedures – Field Trips / Weekly Posting (non-roster)

- A. Work will be assigned to the most senior driver who will incur no overtime or the least amount of overtime, up to one hour.
- B. If a scheduled trip is cancelled and the driver still wants to work, they must sign up for work on the Daily Assignment Board per Daily Assignment Board procedures. Cancelled trips will be noted on the Weekly Assignment Board and affected drivers will be notified.
- C. Once assignments are made, drivers are responsible for completing assigned work.
- D. Any remaining unfilled work will be assigned to substitute drivers.
- E. The parties agree that field trips of three and one-half (3.5) hours or more that go out of town will be made available to all bus drivers by seniority regardless of overtime incurred. It will be the responsibility of the driver to watch the Weekly and Daily Assignment Boards and sign up for field trip work if they desire said field trips.
- F. In the event a driver with a mid-day assignment is assigned a field trip as outlined in the above paragraph, their mid-day work will be dispatched off the Daily Assignment Board. At the completion of the field trip of three and one-half (3.5) hours or more, the driver will then

complete any other assignments after the field trip (i.e. pm bus run, roster trip), except after school activity runs. If their assigned field trip is cancelled, the driver will be permitted to return to their contracted mid-day assignment.

7. Posting and Assignment – Field Trips

- A. By 8:00 a.m. Thursday on regular school schedule or the day prior to a holiday, the Transportation Director/designee will post the following week's field trips and known mid-day absences on the Weekly Assignment Board.
- B. Any drivers who wish to be considered for work must sign by 10:00 a.m. on Friday. Drivers must prioritize each day's choices. If overtime rules apply, each driver must put overtime and estimate amount next to their name. Eligible drivers absent during the sign-up window who wish to work the following week must contact management/designee before the 10:00 a.m. Friday-deadline to sign up for work.
- C. By 10:00 a.m. on Friday or the day following the posting, the work will be pulled. The work will then be assigned to the most senior driver who will incur no overtime or the least amount of overtime up to one hour. These assignments will be finalized and displayed on the Weekly Assignment Board by 2:00 p.m. on Friday.
 - 1. Any remaining unassigned work will be assigned to a substitute.
 - 2. A driver's sign up or request represents a commitment to perform the work assigned.

8. Daily Assignment Board

- A. Available daily work will be posted on the Daily Assignment Board by 6:15 a.m.
- B. Drivers who are interested must sign up by 8:00 a.m. No radio/phone requests will be accepted for sign-up or changes. An exception may be made if a route driver departs prior to 6:15 a.m.
- C. Work that becomes available after the 6:15 a.m. deadline and before 8:00 a.m. will be announced via the radio so drivers who are available can add their name to the list before the work is assigned. Work that comes in after 8:00 a.m. will be assigned to the next senior driver who has indicated interest in the day's work. Any remaining work will then be offered to all other drivers via radio.
- D. Any daily assignments that require the driver to proceed directly to their next assignment will be announced via the radio. All other work can be viewed after 8:45 a.m. on the Daily Assignment Board. Drivers who sign up for work are responsible for checking the Daily Assignment Board for all assignments.
- E. Work will be assigned to the most senior driver who will incur no overtime or the least amount of overtime up to one hour.
- F. A driver's sign-up represents a commitment to perform assigned work. Failure to perform assigned work is understood to be detrimental to both drivers and the District.

G. Any remaining unfilled work will be assigned to substitute drivers.

9. Emergency Trip

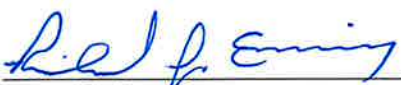
- A. Emergency trips will have first priority in being assigned and shall be assigned as they become known to the Transportation Department to the next available driver who accepts the assignment on the roster.
- B. In an emergency, the office may have to call drivers at home to assign a roster trip. Should the office be unable to contact the next driver on the roster, the office will continue down the roster until the trip is assigned. If the office reaches an answering machine of the next driver up, a message will be left on the machine with a response deadline if the trip is not until the next day. If the trip is within twelve (12) hours of the time of the call, a brief message will be left in order to verify a call was made and the next driver on the list will be contacted. A driver receiving such message is not eligible to call back and claim the work.
- C. A driver who cannot accept the emergency trip is NOT considered passed and maintains their place on the current roster rotation.
- D. A driver who accepts said emergency trip also maintains their place on the current roster rotation. The emergency trip is considered a “free” trip to this driver.

10. Cancelled Roster Trips

If a Roster trip is cancelled, the following will apply:

- A. The driver will complete their regular assignment(s) if possible, and be compensated for the employee’s contracted time.
- B. If a roster trip is cancelled, and a driver is not notified prior to reporting to work, the District will make every effort to return the driver to their regular assignment(s). If that is not possible, the driver will be compensated for a three-hour (3) call in.
- C. Drivers assigned roster trips subject to cancellation due to bad weather may be asked to contact the office prior to reporting for the trip to be advised of the status of the roster trip.
- D. Drivers assigned to a trip that is cancelled, and not compensated, will be offered the next available trip not already assigned.
- E. Drivers affected by a “cancelled for return” roster trip decided by a coach at the destination, when the driver is enroute for the return, will have it treated as a cancelled trip and is subject to a three-hour (3) call in.

Dated: 6-21-24

Signed 
Richard Ewing, Secretary-Treasurer
Teamsters Local Union 231

Dated: 7-18-24

Signed 
Dr. Greg Baker, Superintendent
Bellingham Public Schools #501

**BELLINGHAM PUBLIC SCHOOLS
BELLINGHAM, WA**

TEAMSTERS

SEPTEMBER 1, 2024 – AUGUST 31, 2025

APPENDIX B – WAGE SCHEDULE

STEP	YEAR	Bus Driver Non- Annual	Utility Driver Annual	Utility Driver Non- Annual	Warehouse / Delivery Annual	Warehouse / Delivery Non- Annual	Lead Warehouse / Delivery	Dispatcher Annual	Driver Trainer Annual	Dispatcher Non- Annual	Driver Trainer Non- Annual	Mechanic	Shop Foreman	Service Specialist
1	1	32.34	31.09	32.69	30.65	32.24	35.43	35.43	35.43	37.30	37.30	39.69	41.74	34.84
2	2	32.75	31.47	33.09	31.02	32.62	35.81	35.81	35.81	37.68	37.68	40.10	42.15	35.23
3	3	33.13	31.87	33.52	31.41	33.05	36.18	36.18	36.18	37.97	37.97	40.49	42.52	35.6
4	4	33.56	32.29	33.96	31.84	33.17	36.59	36.59	36.59	38.50	38.50	40.84	42.89	35.97
5	5	34.53	32.65	34.82	32.19	34.34	36.96	36.96	36.96	39.48	39.48	41.24	43.26	36.36
6	6	34.93	33.05	35.28	32.59	34.79	37.41	37.41	37.41	39.93	39.93	41.74	43.80	36.73
7	7	35.36	33.48	35.75	33.00	35.23	37.86	37.86	37.86	40.44	40.44	42.23	44.33	
8	8 - 10	36.12	33.87	36.49	33.38	35.98	38.32	38.32	38.32	41.32	41.32	42.76	44.86	
9	11 - 15	36.88	34.28	37.30	33.78	36.78	38.77	38.77	38.77	42.22	42.22	43.26	45.38	
10	16 - 20	37.82	34.94	38.23	34.45	37.69	39.54	39.54	39.54	43.25	43.25	44.13	46.32	
11	21 - 24	38.58	35.65	38.99	35.13	38.44	40.32	40.32	40.32	44.12	44.12	45.01	47.23	
12	25+	39.35	36.36	39.76	35.83	39.21	41.14	41.14	41.14	45.00	45.00	45.92	48.17	

Teamster Substitutes: First 60 days worked - hourly rate of \$29.10 (90% of Step 1)

Teamster Substitutes: Over 60 days worked - hourly rate of \$32.34