

CONTRACTUAL AGREEMENT BETWEEN  
MOUNT VERNON SCHOOL DISTRICT NO. 320

AND

TEAMSTERS UNION LOCAL NO. 231  
BUS DRIVERS



SEPTEMBER 1, 2019 – AUGUST 31, 2021

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## DECLARATION OF PRINCIPLES

The Board of Directors of Mount Vernon School District No. 320, hereinafter known as the "District", and the General Teamsters Union Local 231 affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, subject to law and the consideration of service to the public, requires maintenance of orderly and constructive relationships. These relationships will be directed toward the purposeful enhancement of the EMPLOYER-EMPLOYEE relationship, and to promote the general efficiency, morale and security of the employee, as well as the employee's positive and zealous contributions to the public interest through their work.

### PREAMBLE

This Agreement is made and entered into between Mount Vernon School District No. 320 (hereinafter "District") and International Brotherhood of Teamsters Union Local 231 (hereinafter "Union").

In accordance with the provisions of the Public Employees Collective Bargaining Act (Chapter 41.56. RCW) and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

## ARTICLE I RECOGNITION AND COVERAGE OF AGREEMENT

### Section 1.1

The District hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 1.3., and the Union recognizes the responsibility of representing the interests of all such employees.

### Section 1.2

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).

### Section 1.3

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications:

Bus drivers, Driver Trainers and substitutes as hereinafter defined in Section 1.3.1.

Supervisors and all other employees are excluded.

Section 1.3.1 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:

Section 1.1	Recognition and Coverage of Agreement
Section 1.2	Recognition and Coverage of Agreement
Section 1.3	Recognition and Coverage of Agreement
Section 1.3.1	Recognition and Coverage of Agreement
Section 2.1	Management Rights
Section 2.2	Management Rights
Section 3.1	Rights of Employee
Section 3.2	Non-discrimination
Section 3.7	Surveillance and Monitoring
Section 4.1	Union Representation
Section 4.7	Union Representation
Section 6.1	Definitions
Section 6.2	Workweek
Section 6.3	Overtime
Section 6.5.1	Pre- and Post-Trip Inspection
Section 6.5.2	Fueling
Section 6.7	Absence of Regular Route Driver (Leave Replacement)
Section 6.9	Awarding of Weekly Field Trip/Daily Needs/Short Notice Boards
Section 6.11	Field Trip Modifications
Section 6.14	Expectations on Field Trips
Section 7.1	Summer Work
Section 12.1	Union Membership and Dues Deduction
Section 12.2	Union Membership and Dues Deduction
Section 14.1	Salaries and Employee Compensation
Section 14.2	Salaries and Employee Compensation
Section 17.1	Term and Separability of Provisions

Seniority will not be observed in any case for substitutes.

Application of Grievance Procedure:

Substitute employees in the bargaining unit shall only have the right to use the grievance procedure contained in Article XIII on matters specifically contained in the above name Sections and so far as the matter brought to grievance specifically 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.

Schedule A:

Attached.

Substitute Employees Paid Sick Leave

- A. Each Substitute employee shall accrue one (1) hour of paid sick leave for every forty (40) hours worked. A maximum of forty (40) hours may be carried over into the following school year.
- B. Sick leave accrued while a substitute employee shall not be lost when the employee is hired as a full-time or part-time regular employee.
- C. When a substitute separates from employment, accrued sick leave cannot be cashed out, however, if the employee is rehired within twelve (12) months of separation previously accrued unused paid sick leave shall be reinstated. Substitute employees do not have sick leave cash out rights and are not eligible to participate in sick leave incentive programs.
- D. Long-term substitute employees scheduled to work a consistent schedule/daily route of 30 or more days are entitled to use their accrued, unused paid sick leave beginning on the 90<sup>th</sup> calendar day after the start of their employment. After this 90-day period, the employer must make accrued paid sick leave available to long-term substitute employees for use within the current pay period.
  - a. All employees must be scheduled to work to use their accrued, unused paid sick leave for authorized purposes.
  - b. The employer may not discipline or document in the employee's evaluation for utilizing paid sick leave.

Reimbursement.

After two hundred (200) hours of work within a twelve (12) month period beginning with the date of authorization, substitute drivers will be reimbursed for job related expenses. Such expenses shall include the initial cost of CDL-S testing, physical exam, drug testing fees, and the cost of a driving abstract, with the total reimbursement not to exceed two hundred dollars (\$200.00). Valid receipts and insurance explanation of benefits must be submitted for reimbursement.

Annually, the District agrees to pay substitutes for out-of-pocket expenses not covered by medical insurance for required DOT physical examinations provided the substitute driver remains active on the substitute list. The District shall provide a list of authorized locations for DOT physicals for substitutes whose position requires a CDL. Substitutes will be required to provide receipt of payment from medical facility along with documentation that the examination was a DOT physical. Blood test and/or other routine exams or tests, not required for CDL, will not be reimbursed. The District will also cover the cost of the CDL portion of the license renewal for each substitute. Health and/or medical information for substitutes will be maintained in the district office confidential file.

If a substitute becomes a regular driver before reaching two hundred (200) hours, that driver will be eligible for reimbursement once they have accumulated a minimum of two hundred (200) hours of work. New driver trainees will receive a bonus of two hundred fifty dollars (\$250.00) if they drive in Mount Vernon School District for seventy-five (75) hours within six (6) months of receiving Temporary OSPI authorization.

#### Section 1.4

The District agrees to provide job descriptions for positions covered by the terms of this Agreement to the Union Representative if requested. Job descriptions that are substantially modified by the District will be made available to the Union Representative.

### ARTICLE II MANAGEMENT RIGHTS

#### Section 2.1

The management of the School District and the direction of the work force are vested exclusively in the District subject to the terms of this Agreement. All matters not specifically subject to the terms of this Agreement and expressly covered or treated by the language of this Agreement may be administered (for its duration) by the District in accordance with such policy or procedure as the District from time to time may determine.

#### Section 2.2

The Union agrees that there will be no strike, work stoppage or slowdown, boycott or picketing against the School District during the life of this Agreement. The School District, in turn, agrees that there will be no lock out during the life of this Agreement.

### ARTICLE III RIGHTS OF THE EMPLOYEE

#### Section 3.1

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and to legally assist the Union.

#### Section 3.2

Neither the District, nor the Union, shall discriminate against any employee subject to this Agreement on the basis of age, creed, religion, race, color, national origin, sex, marital status, sexual orientation including gender expressions or identity, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or use of a trained

guide dog or service animal by a person with a disability, 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.

### Section 3.3

Employees, upon request, shall be allowed to inspect the contents of their personnel file during the regular business hours of the Administrative Office. Copies at ten cents (\$0.10) per page shall be permitted when requested. There will be no cost to receive a digital copy of the personnel file.

### Section 3.4

Each employee shall be provided a copy of all materials placed in his/her personnel file within five (5) working days of its insertion. An employee may attach comments to any material that is part of the personnel file.

### Section 3.5

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 except in an emergency when no drivers are available.

### Section 3.6

Employees, while acting in good faith within the scope of their duties as an employee of the Mount Vernon School District, may use reasonable measures with a student, patron or other person as is necessary to protect himself/herself from physical attack or injury, provided, however, that the employee follows District policies and procedures.

### Section 3.7 Surveillance and Monitoring

The use of surveillance and monitoring systems in District operated facilities and vehicles are for the purpose of reducing student discipline problems and providing a safe environment for students and staff and may be placed where there is not a reasonable expectation of privacy such as parking lots, entrances, exits, hallways, office, and other public shared or common spaces. Furthermore, surveillance and monitoring systems are a tool to assist in monitoring students on the bus and in buildings to document student behavior. Information from surveillance and monitoring systems will not be used for the purpose of staff discipline except as part of an investigation into allegations of cases of misconduct as defined in RCW 50.04.294. All Teamster employees will be informed of the use of such systems.

Any intentional disabling or modifying of such systems by an employee outside of their assigned duties may result in discipline. Law enforcement and emergency responders may access such systems in performance of their duties.

ARTICLE IV  
UNION REPRESENTATION

Section 4.1

The Union has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

Section 4.2

Duly authorized representatives of the Union shall be authorized to transact official union business on school property when District employees are not performing assigned duties, provided that this shall not interfere with or interrupt normal work or school procedures, and shall, upon request, be required to present proper identification. No group meetings shall be allowed during working hours without administrative permission.

Section 4.3

The Union will designate members for a Conference Committee who will meet with the District on a mutually agreeable basis to discuss appropriate matters.

Section 4.4

The Union logo will be on the cover of the final Agreement.

Section 4.5

Named Committee Members of the Union will be provided a total of four (4) work days' time off to attend Union sponsored meetings. The Union will reimburse the District the wages of any employee who attends such meetings. No more than two (2) employees shall be allowed to attend such meetings at any one time. Determination on the release of employees to attend such meetings will be made by the District in order to maintain the District operations. Such requests will be made at least three (3) work days in advance.

Section 4.6 Bulletin Boards

The District shall provide a bulletin board space within the Transportation Facility for the use of the Union. The bulletins posted by the Union are the responsibility of the officials of the Union.

Section 4.7

The District will provide the name, address, phone number, wage rate and date of hire for all new employees covered by this Collective Bargaining Agreement within ten (10) days as a substitute driver, or as soon as practical. The District will further notify the Union within ten (10) days of



awarding a substitute driver a contracted position. The District will provide the Union thirty (30) minutes of paid time during the employees regular working hours for the purposes of presenting information about the bargaining unit and Union membership. The Shop Steward and Business Representative will be allowed to attend this new hire orientation. This shall generally occur within the first two (2) weeks of an employee's date of hire either as a substitute driver or as a contracted driver, but not both, at the option of the Union.

ARTICLE V  
APPROPRIATE MATTERS FOR CONSULTATIONS AND NEGOTIATION

Section 5.1

It is agreed and understood that matters appropriate for negotiations between the District and the Union are hours, wages, grievance procedures and working conditions of employees in the bargaining unit subject to this Agreement.

Section 5.2

The District agrees to meet in liaison with the Union prior to March 1 to receive input from the Union regarding employee work year concerns.

ARTICLE VI  
HOURS OF WORK

Section 6.1 Definitions

- Route: Individual runs that make up a driver's route (AM and/or PM); contracted time and extends for one school year. Assigned by seniority according to contract (i.e., initial bid, second bid or posting).
- Run: Individual pieces that make up the route which consists of the period from the first stop to destination school (AM/PM which are bid as a package). Runs such as mid-day, music and/or late programs are bid separately.
- When confirmed, new runs will be posted for two (2) work days (48 hours) and filled by seniority unless otherwise noted (see add-on run). In special cases where confirmation is delayed, the delay may not exceed 45 calendar days.
- Add-On Run: Adds to an established route, short-term based on driver availability, mileage, or time by seniority. May require 'recalculation of hours' after ten (10) consecutive days. Add ons to routes will be posted on a designated form in transportation.

## Leave Replacement

Route: Need created by driver absence. If leave replacement involves more than ten (10) work days, the route will be posted upon approval by the district and filled by seniority according to contract. If leave is less than ten (10) work days, the route will be filled by substitutes.

Daily Needs: Additional work needed to be covered on any given day due to: absent driver(s), student need(s), temporary shuttle, new extension run, i.e., early and late learning programs, prior to assignment. Posted daily and assigned according to contract.

## Section 6.2 Workweek

The work week shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a work week of any five (5) consecutive days which are followed by two (2) consecutive days of rest. A normal workweek is forty (40) hours.

## Section 6.3 Overtime

In the event hours of scheduled work are in excess of forty (40) hours per week, the employee shall be compensated at the rate of one and one-half (1-1/2) times the employee's base rate. All overtime must have the prior approval of the Transportation Supervisor or his/her designee.

## Section 6.4 Assignment to Schedule

Each employee shall be assigned to a definite and regular schedule and workweek that shall be changed as necessary to meet the required schedule. The employee's daily work schedule will be changed at the direction of the Supervisor to coincide with school needs; provided, however, if the work schedule change results in additional duty calls, the minimum guarantees outlines in 6.5 shall apply.

## Section 6.5 Paid Time: Duty Calls, Layovers

Recognizing that personnel in the bus driver classification present special shift problems, the parties agree that shifts will be established in that classification in relation to the routes and driving times requisite to fulfilling tasks as determined and assigned by the District's Transportation Supervisor. Bus drivers shall receive pay for the actual work performed for the purpose of accomplishing tasks as assigned by the Transportation Supervisor. Bus driver assignments shall be considered first shifts. If there are thirty (30) minutes or less between assignments, the base hourly rate shall continue uninterrupted. If there are more than thirty (30) minutes between assignments, the base hourly rate shall cease at the conclusion of the assignment.

All assignments shall begin and end at the District's bus garage unless so determined by the Transportation Supervisor. Drivers shall receive a minimum of one and one-half (1-1/2) hours pay for each a.m. and p.m. duty call. All other duty calls will be compensated at one (1) hour rate of

pay. In the event that an urgent meeting needs to be held, employees will be paid for time of attendance rounded to the nearest quarter hour.

If a driver's actual contracted time is altered due to an alternative schedule, the driver will either:

- A. Leave with a deduct;
- B. Perform additional work as assigned by the Transportation Supervisor up to the regular fixed route time; or
- C. Get paid for actual driving time.

#### Section 6.5.1 Pre- and Post-Trip Inspection

The District agrees that each driver assigned and completing a regular route shall receive forty-five (45) minutes per day to perform pre- and post-trip duties such as bus safety inspections, bus cleaning and completing paperwork. If any portion of the route is not completed, drivers will be allowed thirty (30) minutes for completing these duties for the portion of the route they drive. In addition, if a driver takes a different vehicle out on the same day, the driver will be given an additional fifteen (15) minutes to perform these duties. Pre- and post-trip guidelines are outlined in the Transportation Department Handbook, Washington State Bus Driver Handbook, and relevant sections of the Washington Administrative Code. Substantive changes to the Transportation Department Handbook, relative to pre- and post-trip duties will be discussed with Teamster Leadership.

#### Section 6.5.2 Fueling

In the event that a driver is able to use contracted time, including lay over and roll-up time, fueling will occur during this paid time. If drivers require additional time beyond their paid time to fuel their buses, they must have prior approval of the Transportation Supervisor or his/her designee whenever possible or inform their Supervisor as soon as possible for this additional time.

#### Section 6.6 Initial Route Bidding Process

Prior to the beginning of the school year, all drivers will participate in the "Initial Bid Process" for a AM/PM and other runs that fit into their route time (including but not limited to: mid-day, Head Start and SPARC, and late programs). These runs will be matched to every AM/PM route that they work with. The District will make it a priority to post all routes and runs with the best information available for drivers to make their selections, including out-of-district student calendars. These fixed route times will constitute the daily minimum hours for each of the routes. Drivers who are not able to attend the meeting may bid via the Proxy form.

#### Section 6.6.1 Calculations of a Driver's Route Time

A driver's total pack contract will include routes from the time the employee leaves the garage until they return. Included in this calculation is "roll-up time" to the nearest quarter of an hour at the end of each tour of duty (AM, Mid-day and PM runs).

Calculated route time also includes pre-trip and post-trip duties as specified in Section 6.5.1 above. Roll-up time is determined by the GPS system and the time the driver returns to the garage at the end of each tour of duty.

Time calculation for out of District routes will be based on the Mount Vernon School District student calendar. Driver will plus/minus hours for out of district days which do not match the district calendar. Drivers that serve students attending school outside of Mount Vernon School District shall have first right of refusal to drive the route; if they decline to drive on the non-Mount Vernon student day, the route will be posted and awarded according to contract.

#### Section 6.6.2 Route Adjustments After the Start of the School Year

During the first month of school or a new route, the Supervisor will work with the driver so that the Supervisor may establish schedules and make adjustments necessary to establish fixed routes. Incidental increased or decreased fixed route hours shall be noted on the time sheet as such. Increased or decreased fixed route hours that occur for ten (10) consecutive work days shall be submitted to the Transportation Supervisor for review.

The District will maintain a list that will be posted that highlights any additions or attachments to the routes during the first month of school. Before the October 10<sup>th</sup> payroll deadline, a second full bid will occur.

#### Section 6.6.3 Other Adjustments

During the course of the school year, drivers may experience incidental increases or decreases in their fixed route times which shall be noted on the timesheet as such. Drivers will provide early notification to the Transportation Supervisor when the route time is increased or decreased fifteen (15) minutes or more for three (3) consecutive days. Increased or decreased fixed route hours which occur for ten (10) consecutive workdays shall be submitted to the Transportation Supervisor for review. If a continued change of fifteen (15) minutes or more is determined by the Transportation Supervisor (s)he will submit the approved base hour adjustment to the Business Office. Base hourly pay adjustments will be reflected as close to the next beginning or middle of the succeeding month as the change occurs. Any adjustment performed by a driver on a regular basis, including route assignments that operate less than five (5) days per week, will be included as route time.

Contracts will not be created or changed after April 1<sup>st</sup>.

#### Section 6.6.4 McKinney Vento

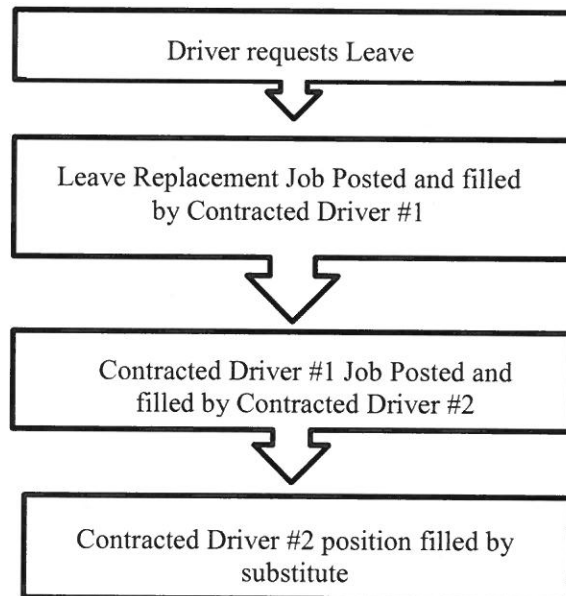
The district will evaluate student transportation needs of McKinney Vento students to determine if additional designated McKinney Vento routes are needed. In some cases, McKinney Vento students will be transported to and from school on existing routes based upon driver availability, mileage or time by seniority.

Drivers will provide early notification to the Transportation Supervisor when the route time is increased or decreased fifteen (15) minutes or more for three (3) consecutive days. If the driver experiences an increase or decrease in their fixed route time of fifteen (15) minutes or more over ten (10) consecutive work days, the Transportation Supervisor will submit the approved base adjustment to the Business Office.

In the event a driver receives a McKinney Vento route whose student(s) are then reported absent ten (10) or more days therefore dissolving the route, the driver may receive an alternative route with equivalent and/or more consistent hours during the student's absence. If the McKinney Vento student(s) resumes school attendance, driver will have the choice to return to their original route bid or retain current alternative route.

#### Section 6.7 Absence of Regular Route Driver (Leave Replacement)

If a regular driver is absent ten (10) or more consecutive working days and the change of time is a minimum of one-half (1/2) hour per day, drivers will be afforded the opportunity to bid on the route. The substitute will fill in on the shorter run. If all drivers refuse to move up, the substitute may take the longer run. A maximum of two (2) contracted drivers may access this Article at any given time.

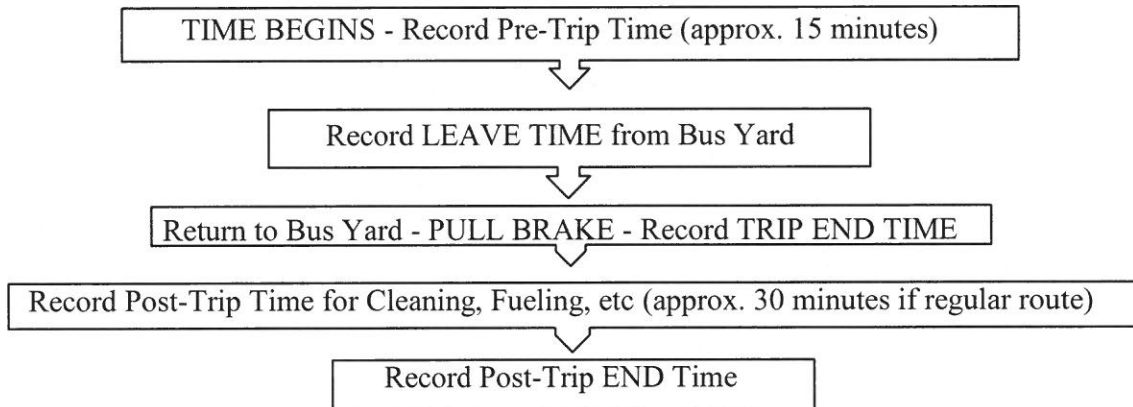


#### Section 6.8 Trips and General Guidelines

All regular drivers will be eligible to bid for trips. Drivers will be eligible to bid on trips when they have an established hire date as determined by School Board action.

All trips are subject to the forty (40) hour work week, and estimated time is used to regulate said work week. Estimated trip time is not a guarantee of actual accrued time and will include the bus safety inspection, post-trip fueling and cleaning time. When drivers do not take their assigned bus for a field trip they will receive thirty (30) minutes for bus safety inspection time, post-trip fueling and cleaning time (45 minute pre/post-trip applies to regular routes). Estimated trip time for full-day trips will include 45 minutes pre/post-trip time.

Pre-and Post-Trip Time will be recorded as follows:



Field Trip Calculation: All trips are subject to the forty (40) hour work week. Pay for all work performed during the field trips includes pre- and post-trip time, actual on duty time during the trip, the bus safety inspection, fueling and cleaning. The District may require drivers to indicate the start and end times for each of these duties on the designated trip sheet. Drivers will receive forty-five (45) minutes for a full-day trip and thirty (30) minutes for other trips.

Drivers may bid on any trip with the following parameters.

- A. When bidding on trips, drivers may bid on trips that require them to give up an AM route pack, PM route pack or runs that drivers had bid on separately.
- B. Drivers who bid on a trip assignment must be able to meet departure and arrival times as indicated on the trip slip.
- C. If a driver bids and is awarded an extra trip and subsequently turns back that trip, the driver shall not be eligible to bid either on Short Notice or Field trips for the balance of that week and the following week. This prohibition does not apply if a driver returns the trip because of bereavement leave or jury duty.
- D. If the extra trip is cancelled, the driver awarded that trip shall retain that extra trip if it is rescheduled during the same week, and if not, first right to short notice trip that week.

Section 6.9 Awarding of Weekly Field Trip/Daily Needs/Short Notice Boards

- A. Drivers will bid by or list their seniority number, mark OT if the trip would put them into overtime and the number of overtime hours.

- B. The trip will be awarded to the most senior driver for whom the trip does not create overtime consistent with C. and D.
- C. Drivers will be allowed to bid a maximum of two (2) hours of overtime within their work week during the bidding process. After bidding is closed any substitute drivers present can bid on the remaining trips which don't put them into overtime.
- D. If any trips are still not covered they will go up on short notice for drivers and substitutes to bid on, and will be awarded by 4:00 p.m. The trip will be awarded to the most senior driver or substitute in which the trip creates the least amount of overtime.
- E. If the trip is still not covered, the trip will then be offered to a substitute driver. A substitute driver may bid up to two (2) hours of overtime within their work week.

#### Section 6.9.1 Weekly Field Trip Board

Bidding and awarding of weekly field trips will be conducted on the last work day of each week at a mutually agreed upon time as set by the Union and the District. All known trips for the next week (Monday-Sunday) shall be posted. By seniority order, each driver present will bid on one (1) trip on a rotation basis. Bid proxy will be permitted for regular drivers. Trips will be awarded on a seniority basis. For extended breaks within the school year, trips will be awarded on the last working day before the break for the entire break period and the week following the break period. When bidding multiple weeks, every seven day period will be bid separately.

#### Section 6.9.2 Daily Needs Board

Daily needs will be posted at a time that allows all drivers to view. If there is a late addition, the District will notify drivers. Assignments will be awarded at a mutually agreed upon time by the Union and District, daily, and by seniority. A daily needs route cannot conflict with a driver's regularly contracted time.

To be considered for daily needs work, interested drivers will place their seniority bid number and mark OT, if the work would put them into overtime and record the number of hours of overtime created by taking the work. If no driver accepts the route, the District will assign the route as needed.

#### Section 6.9.3 Short Notice Trip Board

Short notice trips which are received after bid day for the same week shall be offered by seniority with the General Guidelines stated in Section 6.8. Any trips that come in following assignments of the Weekly Trip Board for that week will be posted on the short notice trip board with notation as to the posted date and time on the trip slip. Interested drivers will place their seniority bid number on the posted trip sheet, mark OT if the trip would put them into overtime, and record the number of hours of overtime created by taking the trip. Whenever possible, short notice trip postings will be pulled at a mutually agreed upon time the day prior to the trip.

### Section 6.10 Field Trip Cancellation

Should an employee be assigned and report to drive an extra trip that is subsequently canceled with less than two (2) hours' notice, the employee shall be compensated two (2) hours pay at their regular rate of pay or the amount of time lost by not being able to do their regular route, whichever is greater. Drivers understand that the Transportation Supervisor may assign drivers work within the scope of driver related duties. Employees may request from the Transportation Supervisor or designee that the two (2) hour call out be waived. In the event a driver is notified of a trip cancellation, but the notification occurred more than two (2) hours in advance, efforts will be made to put the driver back on his/her assigned fixed route.

### Section 6.11 Field Trip Time Modifications

Under the following conditions a driver may give up a field trip and return to their assigned fixed route:

1. Notification of the field trip change occurs 24 hours or more prior to trip departure.
2. Returning to the fixed route that the driver gave up must result in an improvement of at least one (1) hour when compared to the changed field trip time.

If the above conditions are met and the regular driver exercises the right to return to their fixed route, they will remain eligible for trip bidding the following week. Also, in these situations the first option to assign the modified field trip shall be to offer it to the substitute that was originally assigned to take that regular driver's route.

### Section 6.12 Compensation for Overnight Trips

Extra trips exceeding one (1) day duration shall be paid for actual driving time or assigned duty time, whichever is greater with a minimum of eight (8) hours per day. Overtime shall be paid in accordance with Section 6.3. Employees shall not be required to chaperone students during their off-duty time. Employees driving overnight trips will receive a per diem or reasonable expense reimbursement.

Shifts of at least three (3) consecutive hours shall receive one rest period as near the middle of the shift as practicable. Shifts of more than six (6) hours shall receive two rest periods, both of which rest periods shall occur as near the middle of each half shift as practicable. Rest periods shall be fifteen (15) minutes in duration.

### Section 6.13 Extra Passengers

All requests for extra passengers on a District school bus by a school bus driver must be submitted in writing to the Transportation Supervisor for processing. All other requests shall be approved by school administrators. Determination will be made on a case-by-case basis. An 'extra passenger' form may be approved for a single route or trip.



Section 6.14 Expectations on Field Trips

When drivers have reached the field trip destination, they may leave the bus as long as they adhere to the following guidelines:

- Leave the bus in a secure and protected area, at or as close as possible to the destination location.
- Notify the staff in charge of the field trip regarding the driver's whereabouts and method to contact the driver in case of emergencies or other sudden changes to the schedule.
- Comply with risk management guidelines.

ARTICLE VII  
SUMMER WORK

Section 7.1 Summer Work

The bidding procedure for Summer Work shall closely follow the procedure for other bidding procedures. When the Summer Work assignments are known, the Transportation Supervisor will call a meeting for all interested drivers to bid on work. Drivers who are not able to attend the meeting, may bid via the Proxy Form. Substitute Drivers are eligible for bidding on Summer Work.

When bidding on summer routes, the driver may decide to 'job share' a route with another driver. Some examples of this are: one driver drives for the first half of the route and another driver drives the second half of the route, or one driver drives the route Monday through Wednesday and another driver drives the route the rest of the week. It is the driver's responsibility to complete the work they bid on and signed up for. If an emergency arises and a driver is unable to perform their assigned work, then the summer substitute list will be utilized.

Splitting of routes will only occur during the bidding process.

ARTICLE VIII  
HOLIDAYS AND VACATIONS

Section 8.1 Holidays

All employees shall receive the following paid holidays that fall within their work year:

- |                               |                                       |
|-------------------------------|---------------------------------------|
| 1. Labor Day                  | 7. Day after Christmas                |
| 2. Veterans' Day              | 8. New Year's Day                     |
| 3. Thanksgiving Day           | 9. Martin Luther King Day             |
| 4. Day after Thanksgiving Day | 10. Presidents' Day                   |
| 5. Christmas Eve Day          | 11. Friday of period of Spring Recess |
| 6. Christmas Day              | 12. Memorial Day                      |

Section 8.1.1 Worked Holidays

Employees who are required to work on the aforementioned holidays shall receive the pay due them for the holiday, plus time and one half their base rate for all hours worked on such holidays (“two and one half time”). This provision shall also apply to work on holidays that fall outside the contract work year for drivers.

Section 8.1.2 Pay for Holidays

Earned holiday pay shall be prorated equally over twelve (12) months for eligible employees.

Section 8.2 Vacations

Vacation compensation shall be paid to eligible employees on a pro-rata FTE basis equally spread over twelve (12) months. Vacation compensation shall be computed on the following basis:

Number of hours worked per day multiplied by one hundred and eighty (180) days divided by 2080 hours. The resulting figure shall be multiplied by the number of vacation hours the employee would be eligible for, based on year of service with the District. The resulting figure shall be multiplied by the employee’s regular hourly wage rate. The years of service vacation credit can be determined as follows:

<b>YEARS OF SERVICE COMPLETED</b>	<b>HOURS OF VACATION PAY</b>
1-4	80
5	88
6	96
7	104
8	112
9-12	120
13	128
14	136
15	144
16	152

**ARTICLE IX**  
**LEAVES**

Section 9.1 Temporary Disability/Sick Leave Definition

Temporary disability/sick leave are leaves of absence for which an employee covered by this Agreement accrues entitlement under RCW 28A.400.300 and which the employee may use as described hereafter. Temporary disability/sick leave may be compensated leave depending upon the balance of a driver’s temporary disability/sick leave bank.

### Section 9.1.2 Temporary Disability/Sick Leave Use

Temporary disability/sick leave may be used only in the event of absence due to disabilities resulting from an employee's mental or physical illness, injury or health condition; to accommodate the employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition, or an employee's need for preventative medical care. Accrual of seniority shall depend on the nature of the Temporary Disability. An employee who is absent for a period of five (5) or more consecutive days may be requested to submit a reason for absence signed by the employee's medical provider.

#### Section 9.1.2.1 Family Care Leave

An employee is authorized to utilize sick leave for the following reasons: to provide care for a family member with a mental or physical illness, injury or health condition, care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or care for a family member who needs preventative medical care due to a mental or physical illness, injury, or health condition. Family means any of the following:

- a. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- b. A parent, including a biological parent, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- c. A spouse;
- d. A registered domestic partner;
- e. A grandparent;
- f. A grandchild; or
- g. A sibling.

### Section 9.1.3 Temporary Disability/Sick Leave Bank Accrual

Leave time for temporary disability/sick leave will accrue at the rate of one (1) day per month to a maximum of twelve (12) days per year for full-time employees. Leave for less than full-time employees will accrue at the rate of one (1) day per month with annual accumulation limited to at least that portion of ten (10) days as the number of days contracted bears to one-hundred-eighty (180) days. The employee shall be entitled to the projected number of temporary disability leave days at the beginning of the school year. Leave days earned, but unused during each calendar year may be accumulated year to year to a limit of one hundred eighty (180) days. Leave days earned, but unused during each calendar year may be compensated annually or at retirement or death so long as prescribed by and permitted by statute. For part-time employees, all accumulation or deduction of temporary disability/sick leave shall be on the basis of the employee's scheduled workday as it related to a full workday.

In the event such an employee should terminate employment having used more temporary disability days than would otherwise have been earned, an adjustment to salary due, but unpaid, or procedures for repayment, will be implemented as appropriate.

### Section 9.2 Emergency Leave Definition

Emergency leave is compensated leave which is deducted from an employee's sick leave balance. Emergency leave will be limited to a maximum of four (4) work days per year. In case of an emergency as defined below it shall be the responsibility of the employee to notify their immediate supervisor as soon as possible regarding their absence.

In order for an absence to be considered for emergency leave, the written application to the Superintendent/designee must be made within ten (10) calendar days of return to work.

#### Section 9.2.1 Emergency Leave Use

Emergency leave may be taken in the case of emergencies as defined in the following:

- A. The problem must have been suddenly precipitated, must be of such nature that preplanning is not possible, or where preplanning could not relieve the necessity for the employee's absence.
- B. The problem cannot be one of minor importance or mere convenience, but must be of a serious nature.
- C. The problem cannot be in lieu of temporary disability leave, leaves of absence, childbearing leave, vacation, or military leave.
- D. When an employee is absent from work as a result of the spouse giving birth to a child, such absence shall be deemed to meet the criteria above.

### Section 9.3 Maternity Leave

An employee is eligible for maternity leave (childbearing) for the period of time that she is temporarily disabled due to pregnancy and/or childbirth. An employee's compensation/benefits/seniority for maternity leave is determined by their temporary disability leave balance and FMLA eligibility.

#### Section 9.3.1 Procedures for Requesting Maternity Leave

An employee will request in writing at least three (3) months prior to the maternity leave a leave request which includes the following information to the personnel office:

- A. Physician statement
- B. Anticipated date of birth

C. Estimated desired date leave is to begin

D. Estimated desired date of return from leave

#### Section 9.3.2

The employee may continue to work until a reasonable date before the birth of the child provided the employee is capable of performing all required duties of the job and the employee submits a physician's written approval.

#### Section 9.3.3 Return from Temporary leave for Disability Caused by Maternity

An employee requesting to return to work within sixty (60) calendar days after the completion of the pregnancy must have the written approval of the employee's physician. The employee's specific assignment will remain available provided the employee returns within 60 calendar days or at the next natural break in the instructional year. The exact date of the employee's return will be determined in consultation with the Superintendent and the employee's immediate Supervisor. Longer leaves may be requested and mutually agreed to.

#### Section 9.4 Adoptive Leave

An employee is eligible for adoptive leave for the period of time that he/she is absent due to adoption proceedings. An employee's compensation/benefits/seniority for adoptive leave is determined by their temporary disability leave balance and FMLA eligibility.

##### Section 9.4.1 Procedures for Requesting Adoptive Leave

An employee will make their request in writing prior to the commencement of the adoptive leave to the Personnel Office. The request will include the anticipated start and end dates of the adoptive leave.

#### Section 9.5 Childcare Leave

An employee is eligible for childcare leave for the period of time that he/she is absent due to caring for a newly born child. An employee's compensation/benefits/seniority for childcare leave is determined by their temporary disability leave balance and FMLA eligibility.

##### Section 9.5.1 Procedures for Requesting Childcare Leave

The leave must commence immediately following the maternity/adoptive leave and can be granted for ninety (90) work days. The leave request shall be directed to the Superintendent or designee and state the dates during which the employee intends to take childcare leave. At the discretion of the District, childcare leave may extend up to ninety (90) work days beyond the initial ninety (90) work day leave. The exact date of the employee's return will be determine in consultation with the Superintendent/designee and the employee's immediate supervisor. In the event both parents

of the newly born child are employees of the District, they shall be granted to one (1) parent at a time.

#### Section 9.6 Family and Medical Leave Act (FMLA)

Employee's that have worked for the Mount Vernon School District for at least 1,250 hours during the previous school year may be eligible to receive up to twelve (12) work weeks of Family and Medical Leave Act (FMLA) leave during any twelve (12) month period to care for:

1. The birth and care for a newborn child
2. Adoption of son or daughter
3. To care for employee's spouse, child, parent or state registered domestic partner of the employee who has a serious health condition; or
4. Inability of the employee to perform the functions of the employee's position due to a serious health condition
5. For the employee to address certain exigencies to assist with a spouse, child or parent on active duty or call to duty in the National Guard or Reserves. An additional fourteen (14) weeks of FMLA leave in a single 12-month period is available to care for a covered service member with a serious injury or illness.

When leave is based on a serious health condition (either the employee's or a family member's) the written request must be supported by certification from a health care provider and provided in a timely manner.

#### Section 9.7 Paid Family & Medical Leave

Effective January 1, 2020, employees may qualify for state benefits as soon as the eligibility requirements are met (820 hours worked) and may be eligible to receive up to twelve (12) weeks of paid leave (or up to 18 weeks in certain circumstances). The employee may apply to take paid medical leave or paid family leave to:

1. Bond with a new child coming into the home through birth, adoption or foster placement;
2. Care for the employee or a family member during a serious illness or injury
3. Time to prepare for a family member's pre- and post-deployment activities as well as time for childcare issues related to a family member's military deployment.

All paid work over the course of the year counts towards the 820 hours. Paid Family & Medical Leave (PFML) is an insurance program funded through premiums paid by employees and employers. While on leave, the employee is entitled to partial wage replacement and may supplement this benefit with other paid leave. Employees will file the claim for wage replacement with the Employment Security Department.

#### Section 9.8 Leave of Absence Definition

Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and only upon approval of the Board of Directors, a full-time employee (four (4) hours or more per day) may be granted a leave of absence for a period up to but not to exceed one

(1) year; provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted.

#### Section 9.8.1

The returning employee will be assigned to an available position. Employees hired to fill positions of employees on leave of absence will be hired for a specific period of time, during which they shall be subject to all provision of this Agreement.

#### Section 9.8 2

The employee will retain accrued temporary disability leave and seniority while on leave of absence. However, vacation credits, temporary disability leave, and seniority shall not accrue while the employee is on leave of absence.

#### Section 9.9 Leave Sharing

Eligible employees shall be granted the right to donate annual leave or temporary disability leave to come to the support of another eligible employee in need of such assistance in accordance with State Law and Mount Vernon School District policy. If an employee is eligible for leave sharing due to a personal medical condition, their seniority shall continue to accrue even in the event their sick leave sharing donation has ran out.

#### Section 9.10 On-the-Job Injury/Illness

In the event employees are absent for reasons, which are covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Washington State Department of Labor and Industries (L & I) and the amount the employee would normally earn to the limit of the accumulated temporary disability leave.

##### Section 9.10.1 Seniority Status for an On-the-job Injury/Illness

In the event employees are absent for reasons which are covered by Industrial Insurance and in an unpaid status the employee will continue to accrue seniority (experience credit). Drivers understand that if they are in an unpaid status no contributions will be made on their behalf to the Department of Retirement Systems.

#### Section 9.11 Bereavement Leave

Each employee shall be entitled to a maximum of five (5) work days leave with pay upon each occasion of the death of an employee's spouse, child, step-child, parent, step-parent, grandparent, sibling, family-in-law or any person living in the immediate household as a member of the family. In the event of the death of other close relatives or close personal friend, the employee shall be allowed up to one (1) day. Such bereavement leave shall not be deducted from temporary disability leave/sick leave bank. Bereavement leave is non-accumulative. An additional two (2) work days, may be granted for extenuating circumstances as emergency leave (i.e., out-of-state travel) at the

discretion of the Superintendent/designee and deducted from an employee's temporary disability/sick leave bank or personal leave. All bereavement leave shall be by notification and arrangement between employee and immediate Supervisor.

#### Section 9.12 Judicial Leave

In the event an employee is summoned to serve as a juror, is named co-defendant with the District, or is otherwise required to appear in court for job-related purposes and the employee was acting within the scope of his or her employment and in accordance with School District policy, such employee shall receive a normal day's pay for each day of required presence in court. The employee will provide a copy of proof of attendance to the Business Office as soon as received.

#### Section 9.13 Non-Scheduled Leave/Personal Leave

The hour value of two (2) personal days, with pay, will be granted each year prior to January 31<sup>st</sup>. Additional or new contracts issued after January 31<sup>st</sup> will receive the hour value of one (1) personal day.

Contract adjustments will result in both plus and minus of hours according to the above guidelines.

- A. Non-scheduled leave is not intended for other employment, or as extension of a holiday or vacation.
- B. Leave request shall be made at least one (1) week, in advance. Requests for such leave made less than one (1) week in advance shall be denied, but may be considered under the provisions of Emergency Leave, Section 9.2.
- C. Employee use of non-scheduled leave is limited to two (2) employee per Bargaining Unit per day.
- D. This leave will not be granted during the first five (5) or the last ten (10) work days of the school year, nor the first work day prior to or after a school vacation or holiday. In extraordinary circumstances, an employee may request the Superintendent/designee to grant non-scheduled leave beyond these parameters.
- E. This leave may be accumulated for up to a maximum of five (5) work days. Any employee having the value of more than three (3) days of personal leave hours as of June 30<sup>th</sup>, will have the hours above three (3) days cashed out at their hourly rate with the July payroll.
- F. The provisions of Section 9.13 A-D will not be subject to the grievance procedure.



ARTICLE X  
PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 10.1

The seniority of an employee within the bargaining unit shall be established as of the date on which the employee is offered daily contracted work by the supervisor and accepts that offer of employment (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided. The seniority order of employees hired on the same date shall be established by the state school bus driver authorization date as a substitute. If employees share the same authorization date, the seniority shall then be determined by the greatest number of substitute driving hours established through district calculations.

Section 10.2

Each new hire shall remain in a probationary status for a period of not more than ninety (90) work days following the hire date. The probationary period may be extended by mutual agreement of both parties. The employee shall receive an evaluation within forty-five (45) work days in the presence of their supervisor and again prior to the conclusion of the probationary period. During this probationary period, the District may discharge such employee at its discretion.

Section 10.3

Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date.

Section 10.4

The seniority rights of an employee shall be lost for the following reasons:

- A. Discharge
- B. Resignation
- C. Retirement

Section 10.5

Seniority may stop accruing, but not be lost, if a driver is in an unpaid status and is not eligible for sick leave sharing. Seniority shall not be adjusted for bid purposes if a driver is on unpaid leave under FMLA.

Section 10.6

It is the District's goal to employ the most qualified applicant for every position. Notice of all job vacancies and new positions shall be posted for five (5) working days.

Seniority shall be observed when vacancies occur and new positions are filled; provided, the employee has the necessary qualifications to assume the duties of the position. Disputes regarding qualifications shall be resolved through the grievance procedure, Article XIII.

Qualifications will be listed on all job postings. Vacancy postings will be advertised and employees may apply for vacancies on the district's job application system. Employees who qualify through the employment screening process shall be afforded the opportunity to interview for the position. Upon request, employees interviewed who are unsuccessful candidates shall have the opportunity to discuss the decision with the Superintendent's designee or the appropriate administrator.

If a current contracted bus driver applies and is awarded a posted vacancy, on the date of filling the vacancy, the remaining routes will be on a bid basis for current contracted drivers, by seniority. As a result of the bidding process, the final vacated route will be posted and filled by interested applicants. Initial postings of vacancies will occur within five (5) work days of notification to the District of the vacancy. Formal assignment will be made after official Board action accepting the resignation.

#### Section 10.7 Layoffs

The principles of seniority (length of service) shall govern in cases of layoff for lack of work and for re-hire when work becomes available, provided such employee is capable of performing such work. When feasible, each employee involved shall be given two (2) weeks' notice of lay-off. Once drivers are laid-off, they become part of the substitute driving pool. The last driver laid-off will be the first driver recalled to duty.

##### Section 10.7.1

Employees on layoff status shall file their addresses, in writing, with the personnel office of the District and shall thereafter promptly advise the District in writing of any changes in address.

##### Section 10.7.2

An employee shall forfeit rights to re-employment with the District if the employee does not respond to an offer of re-employment within ten (10) working days. An employee does not forfeit their rights to re-employment by rejecting an open route for thirteen (13) months.

#### Section 10.8

The District shall have the right to discipline and discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. Except in extraordinary cases, if the District has reason to reprimand an employee, it shall be done in a manner, which will not embarrass the employee before other employees or the public.

## Section 10.9

An employee who resigns will give, by written notice to the Superintendent's Office, two (2) weeks' notice of termination.

## ARTICLE XI INSURANCE

### Section 11.1

The District shall make available funds to contribute toward premiums of District approved group insurance programs. Pursuant to RCW 28A.400.275(1), the parties agree to abide by state laws relating to school district employee benefits. The parties acknowledge that this insurance agreement is for a term of one year, subject to automatic extension for the ensuing year in the absence of written notice, otherwise by one party to the other prior to June 1<sup>st</sup> in a respective school year. No provision of this Agreement shall be interpreted or imposed so as to place the district in breach of the benefit limitations imposed by State law or to subject the District to a state funding penalty.

Effective September 1st, in a respective school year, based on the driver's contracted hours from the August annual bid and then again after the second bid process, the District contribution to the Bargaining Unit Group Insurance Pool shall be, at the minimum, the amount equal to the support authorized by the State figure (less carve out) as explicitly authorized and funded, for each full-time equivalent (FTE) employee. For insurance purposes only, a full FTE is defined as 1,440 hours annual regular assignment.

An employee who is permanently scheduled for 2.75 hours per day is eligible to enroll in the Washington Teamsters Welfare Dental Plan A and Extended Vision Care Plan. Participation in the dental and vision programs shall be required for any employee permanently scheduled for 2.75 hours or more per day. All employees shall be eligible to enroll in a District-approved medical plan. The order of payment for insurance premium costs shall be: First payment will be toward premium cost for group dental plan, second payment will be toward premium cost for the group vision care plan, third payment will be toward premium cost of group life insurance, and fourth payment will be toward premium cost of District-approved medical insurance plans. Funds that remain, if any, may be designated toward other permissible basic benefits.

In the event the District insurance contribution, plus any additional pooled contribution, is insufficient to pay the cost of any required premiums, a salary reduction will be made to cover the costs of such premiums.

The enrollment of new employees in medical benefits shall begin with their employment and shall be completed within the first thirty-one (31) calendar days after the beginning of service. Dental and vision benefits for eligible new employees to the District shall begin one (1) month following the eligibility of medical coverage.

### Section 11.2

All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan approved by the District, and in keeping with District policy. On receipt of a written authorization by an employee, the District shall make the requisite withholding adjustments and deductions from the employee's salary.

### Section 11.3

Effective January 1, 2020, all Washington State school districts will receive health and other insurance benefits for their eligible employees through the School Employee Benefits Board (SEBB) program. Benefits available through the SEBB program will replace the health and other insurance benefits currently provided by the school district.

## ARTICLE XII UNION MEMBERSHIP AND DUES DEDUCTION

### Section 12.1

For individuals who certify in writing that they choose to 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 the employee 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.

### Section 12.2

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.

## ARTICLE XIII GRIEVANCE PROCEDURE

### Section 13.1 Grievances

For the purpose of this Agreement, the term "grievance" means any dispute by an employee within the bargaining unit referred to in Article I against the District, with respect to an alleged violation of an express term or provision of this Agreement. Any grievance shall be handled in accordance with the following procedure with the express purpose of attempting to settle any dispute at the earliest level of resolution.

### Section 13.2 Step One – Oral Discussion

The grievance will initially be taken by the employee to the immediate supervisor within fifteen (15) working days of the occurrence. The employee and supervisor shall attempt to resolve the grievance informally. The supervisor shall respond in writing within ten (10) days of the employee's presentation. The employee may have a Union representative accompany him/her to the meeting with the immediate supervisor.

### Section 13.2.1 Step Two – Employee Written Statement of Grievance

A Union Representative may accompany the employee. If the grievance is not resolved as provided in Step One, it shall be reduced to written form containing the following:

- A. The facts upon which the grievance is based;
- B. Reference to the section or sections of the Agreement alleged to have been violated; and
- C. The remedy sought.

The written grievance shall be provided to the employee's immediate supervisor within ten (10) working days after the supervisor's response in the Step One meeting. The supervisor shall respond in writing within ten (10) days of the employee's presentation.

### Section 13.2.2 Step Three – Human Resources

If the grievance is not settled in Step Two, the employee, within ten (10) working days after the District's response in Step Two, may submit the grievance to the Superintendent's designee. After submission, the Superintendent's designee will have ten (10) working days from the submission of the grievance to resolve it by indicating on the statement of grievance the disposition and signing it. If settlement is not reached in Step Three, the employee may proceed to Step Four. If an agreeable disposition is made, all parties to the grievance shall sign it.

### Section 13.2.3 Step Four - Superintendent

If no settlement has been reached in Step Three, the grievance may be submitted by the employee within ten (10) working days after the District's response in Step Three, to the Superintendent. After such submission, the Superintendent or the Superintendent's designee(s) will have ten (10) working days from submission of the grievance to resolve it by indicating on the statement of grievance the disposition and signing it. If the grievance is not resolved the employee may proceed to Step Five of the grievance procedure. If an agreeable disposition is made, all parties to the grievance shall sign it.

#### Section 13.2.4 Step Five – Board

If no settlement has been reached in Step Four, the grievance may be submitted by the employee within fifteen (15) working days after the District's response in Step Four to the Board. The Board of Directors reserves the right to summon the employee for an oral statement of the grievance. The employee reserves the right to appear before the Board of Directors to explain the grievance. At any appearance before the Board of Directors, the employee may be accompanied by a Union Representative or designee. After such submission, the Board and the employee will have thirty (30) working days from submission of the written statement of the grievance to resolve it by indicating on the statement of grievance the disposition and signing it.

#### Section 13.2.5 Step Six – Arbitration

If no settlement is reached in Step 5, 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 within ten (10) work days of receipt of the disposition letter at Step 5.
- 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) work 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 seven (7) arbiters. The list of arbiters from FMCS will be limited to arbiters based in Washington or Oregon who are also members of the National Academy of Arbitrators. 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 panel of seven (7) arbiters is received, the parties in turn shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbiter. The right to strike the first name from the panel shall be determined by lot.

In the event either party is dissatisfied with the credentials of the arbiters whose names are on the first panel offered by the FCMS; such party can summarily reject the panel and insist on a second panel. 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) work 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 of 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 arbiter shall specify in the award that the District or Union, whichever is ruled against by the arbiter, shall pay the compensation of the arbiter, including necessary expenses.
  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 through 5, or by the arbiter, shall be final and binding upon both parties, provided, however, that in arriving at such decision neither of the parties nor the arbiter shall have the authority to alter this Agreement in whole or part.
- G. Limits of 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 the return to the status quo is ordered by the arbiter, the return shall be affected as per the arbiter's award.

### Section 13.3

There will be no reprisals against the grievant or others as a result of his/her participation in this process.

#### Section 13.3.1 Timelines

Grievance claims involving retroactive compensation will be limited to no more than thirty (30) work days prior to the written submission of the grievance in Step Two.

### Section 13.4

Time limits designated in this Article for processing grievances may only be extended by mutual written consent. Any grievance not submitted or processed in accordance with the applicable time limits shall be waived.

### Section 13.5 Agreement Not To Be Altered

In arriving at any settlement or decision under the provisions of this Article, neither party shall have the authority to alter this Agreement in whole or in part or to add to or delete any of its provisions.

## ARTICLE XIV SALARIES AND EMPLOYEE COMPENSATION

### Section 14.1

Employees shall be compensated in accordance with the provision of this Agreement for hours worked.

### Section 14.2

Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein.

### Section 14.3

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XVII, Section 17.3. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be effective as mutually agreed.



#### Section 14.4

Annually, the District agrees to pay employees for out-of-pocket expenses not covered by medical insurance for required Department of Transportation (DOT) physical examinations. The District shall designate a male and female DOT physician to perform the physical examination.

The District shall provide a list of authorized locations for DOT physicals for employees whose position requires a CDL. Drivers will be required to provide receipt of payment from medical facility along with documentation that the examination was a DOT physical. Blood test and/or other routine exams or tests, not required for CDL, will not be reimbursed. After one (1) year of employment, drivers choosing to have DOT physicals at a location other than from the District's list of authorized locations will receive reimbursement for out of pocket expenses only up to the District's cost from their locations. The District will also cover the cost of CDL portion of the license renewal for each employee. The employee shall provide the insurance "explanation of benefits" as well as receipt of payment to be eligible for reimbursement. Health and/or medical information for drivers will be maintained in the district office confidential file.

### ARTICLE XV PROFESSIONAL DEVELOPMENT

#### Section 15.1 Professional Development

The District will establish a training fund not to exceed the amount of one thousand dollars (\$1,000) per year for the purpose of providing training programs designed to improve the job skills and safety of classified employees. The training funds will be used at the discretion of the District. In the event of a levy failure, the terms of Article XV are null and void.

A variety of training opportunities will be developed and offered. If the District requires attendance of the employee, regular salary rates will be paid. If attendance is voluntary, the employee may utilize this fund for the payment of tuition, travel expenses, and materials required for such attendance.

Transportation staff will be given an opportunity to become District authorized to transport students on routes/trips with special equipment requirement including, but not limited to, wheelchairs, car seats, infant seats, tie-downs and lifts. This training will be offered at least on an annual basis. Successful completion of the training course is required to transport students requiring special equipment.

Employees may make application to the District for attendance at training opportunities to improve job skills that are not District sponsored. Approval of such opportunities is discretionary with the District.

The parties mutually agree to establish a joint committee made up of representatives of the District, and two (2) bargaining unit members that will assist with the implementation/operation of this Article.

The provisions of this Article are not subject to the grievance procedure.

ARTICLE XVI  
IMMUNIZATIONS

Section 16.1

The District may request proof of immunizations from its employees. Once immunization records have been provided to the District, such records shall be maintained in the district's immunization records office.

The district will assist staff by providing opportunity for staff to obtain immunizations that are required by the Public Health Department or any other agency. Should there be a cost to the employee, the District will reimburse up to \$25.00 of the cost incurred. In addition, the District will maintain a database containing immunization records/immunization proof.

The Public Health Department may exclude an employee(s) from the work site due to an outbreak of a vaccine preventable disease. An employee may claim either a bona fide religious objection to, or medical exemption from the necessary immunization. In such an instance, the employee claiming religious objection to, or medical exemption from the necessary immunization may, of his/her own volition, decide to utilize his/her accumulated sick leave under the provisions of emergency leave. Should that employee have no available sick leave upon which to draw, or should s/he decide not to draw upon his/her sick leave, an unpaid leave shall be approved.

ARTICLE XVII  
TERMS AND SEPARABILITY OF PROVISIONS

Section 17.1

The term of this Agreement shall be September 1, 2019, through August 31, 2021.

Section 17.2

All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in Section 17.3.

Section 17.3

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.

Section 17.4

If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

Section 17.5

Neither party shall be compelled to comply with any provision of this Agreement which conflicts with State or Federal statutes or regulations promulgated pursuant thereto.

Section 17.6

In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provision shall be re-negotiated pursuant to Section 17.3.

Dated this 3<sup>rd</sup> day of  
September 2019

TEAMSTERS' UNION LOCAL 231

BY: Rich Ewing  
Rich Ewing, Secretary-Treasurer

Dated this 3<sup>rd</sup> day of  
September 2019

MOUNT VERNON SCHOOL DISTRICT NO. 320

BY: Carl Bruner  
Carl Bruner, Ed. D., Superintendent of Schools  
Secretary, Board of Directors

**SCHEDULE A**  
**MOUNT VERNON SCHOOL DISTRICT NO. 320**  
**BUS DRIVERS AND CAR/VAN DRIVERS**

Effective September 1, 2019—August 31, 2020 ( represents 9.2% inclusive of IPD)

<b>Years of Employment</b>	<b>Wage</b>
0 – through 1	\$23.24
2 – through 3	\$24.86
4 – through 7	\$25.08
8 – through 14	\$25.55
15 – through 19	\$26.02
20+	\$26.49
Sub Wage	\$21.25

Effective September 1, 2020—August 31, 2021 (represents a minimum of 6% inclusive of IPD; if the IPD is more than the estimated 2.1%, the wage increase will reflect the difference between 2.1% (estimated amount) and the actual IPD increase.)

<b>Years of Employment</b>	<b>Wage</b>
0 – through 1	\$24.63
2 – through 3	\$26.35
4 – through 7	\$26.58
8 – through 14	\$27.08
15 – through 19	\$27.58
20+	\$28.08
Sub Wage	\$22.53

- A year of service will be in effect if hired before February 1 in a given year.
- Bus fueling will be included at the bus driver rate of pay.

**DRIVER TRAINER**

Driver Trainers will be paid \$2.00 per hour over the regular rate of pay when performing assigned Driver Trainer responsibilities (monthly driver-trainer meetings, monitoring trainee ride-alongs and In-Service prep time).

It is understood that the Dispatcher(s) will not be assigned to perform Driver-Trainer work. Driver-Trainer work will be split amongst the Teamsters Driver-Trainers and the Administrative Secretary/Transportation Specialist. When the position of Administrative Secretary/Transportation Specialist is vacant, the Union and District will re-examine the position duties as they relate to Driver-Trainer responsibilities.

MEMORANDUM OF UNDERSTANDING  
By and Between  
MOUNT VERNON SCHOOL DISTRICT #320  
And  
TEAMSTERS LOCAL UNION NO. 231

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT(S) BETWEEN TEAMSTERS UNION LOCAL NO. 231 AND THE MOUNT VERNON SCHOOL DISTRICT #320.

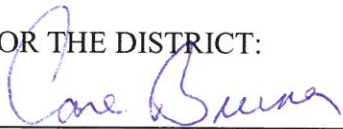
Employees shall select their benefit options from among the offerings provided to the District by its broker.

A minimum payroll deduction of five (\$5.00) dollars from each employee taking a single health plan through the District will be placed in an insurance pool consisting only of members of this bargaining unit. These deposits will be used to offset the premium cost of employees in the bargaining unit with family health plans.

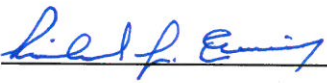
Duration of Agreement

This Memorandum of Understanding will be in effect through December 31, 2019.

FOR THE DISTRICT:

  
\_\_\_\_\_  
8-26-19  
\_\_\_\_\_  
DATE

FOR THE UNION:

  
\_\_\_\_\_  
9-3-19  
\_\_\_\_\_  
DATE

