

# **AGREEMENT**

between the

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

**International Union of  
Operating Engineers, Local 286  
(Bus Drivers)**

**September 1, 2017 - August 31, 2020**

**Tacoma, Washington**

## **BOARD OF DIRECTORS**

**Catherine Ushka, President**  
**Andrea Cobb, Vice President**  
**Debbie Winskill**  
**Scott Heinze**  
**Karen Vialle**

## **SUPERINTENDENT**

**Carla J. Santorno**

**Tacoma School District No. 10**  
**P.O. Box 1357**  
**Tacoma, WA 98401-1357**  
**(253) 571-1000**

**International Union of Operating Engineers, Local 286**  
**(Bus Drivers)**  
**18 E Street SW**  
**Auburn, WA 98001**  
**(253) 351-9095**  
**(800) 573-3082**

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**PREAMBLE**

The following articles of this Agreement constitute an agreement by and between the Board of Directors of Tacoma School District No. 10, hereinafter called the "Board" and the International Union of Operating Engineers, Local 286 (Bus Drivers), hereinafter called the "Union."

The parties hereto agree as follows:

**ARTICLE I. DEFINITIONS AND RECOGNITION**

**Section 1. Definitions**

1. Board: Board of Directors of Tacoma School District No. 10.
2. District: Tacoma School District No. 10.
3. Employee: Any employee of the District covered by this Agreement.
4. Superintendent: Superintendent of Schools of Tacoma School District No. 10.
5. Union: International Union of Operating Engineers, Local 286 (Bus Drivers).
6. Regular Bus Driver: A regular bus driver is an employee who is permanently assigned to a bid route.
7. Substitute Bus Driver: A substitute bus driver is an employee who replaces a regular bus driver on a daily basis. Substitute drivers must be available from 6:00 p.m. on a daily basis.
8. Cover Driver: Two (2) substitute positions that will earn benefits, but will not be assigned to a route, but cover absences on a daily basis.
9. Feasible: Capability of equipment (capacity, lift, etc.), location of equipment, cost to the District (except for the hourly rate of pay), and seniority of driver.
10. Qualifications: Each bus driver must meet all State standards for school bus drivers; must know how and where to add fluids to District buses; be able to drive any District bus in city driving; be able to meet the transportation needs of medically fragile students and students with other disabilities, including securing students in the bus using equipment like harnesses or wheelchairs; and be able to read and follow route cards, maps and street indexes.

- 1 11. Route: The required scheduled order of picking up and delivering students.  
2  
3 12. Bid Route: The bus and the prearranged schedule and hours on which regular  
4 bus drivers bid.  
5  
6 13. Driver Dispatcher and Field Trip Coordinator: An employee permanently  
7 assigned to one of these positions, working a twelve (12) month schedule.  
8  
9 14. Route Driver Trainer: A route driver trainer is a regular bus driver who is  
10 permanently assigned to a bid route and assists as needed with driver training  
11 activities.  
12  
13 15. Vehicle Service Attendant: A vehicle service attendant is a regular bus driver  
14 who is permanently assigned to vehicle service duties.  
15  
16 16. Open Route: a route that has not been bid on by a regular driver.  
17

18 **Section 2. Recognition and Unit Designation**  
19

- 20 1. Recognition: The Board recognizes the Union as the exclusive representative of  
21 all employees in the bargaining unit described in Section 2 with respect to  
22 wages, hours and working conditions and other conditions of employment.  
23  
24 2. Bargaining unit: The bargaining unit to which this Agreement is applicable is  
25 composed of all regular bus drivers, bus driver dispatcher, field trip coordinator,  
26 all substitute bus drivers, route driver trainers and vehicle service attendants in  
27 the District.  
28

29 **ARTICLE II. MANAGEMENT RIGHTS**  
30

31 **Section 3. Management Rights**  
32

- 33 1. The right to make reasonable rules and regulations shall be considered  
34 acknowledged functions of the District. In making rules and regulations related  
35 to personnel policies, procedures and practices, and matters of working  
36 conditions, the District shall give due regard and consideration to the rights of  
37 the International Union of Operating Engineers, Local 286 and the employees,  
38 and to the obligations imposed by this Agreement.  
39  
40 2. It is agreed that the customary and usual rights, powers, functions, and authority  
41 of management are vested in management officials of the District. Included in  
42 these rights in accordance with applicable laws and regulations are the right to

1 direct the work force; the right to hire, promote, retain, transfer and assign  
2 employees in positions; the right to suspend, discharge, demote, or to take other  
3 disciplinary action against employees; and the right to release employees from  
4 duties because of lack of work or other legitimate reasons. The District shall  
5 retain the right to maintain efficiency of the District operation by determining  
6 the methods, the means, and the personnel by which such operations are  
7 conducted.

8  
9 **ARTICLE III. GENERAL CONTRACT PROVISIONS**

10  
11 **Section 4. Grievance Procedure**

12  
13 If an employee considers that this Agreement has been violated, the employee shall use  
14 the following procedure to resolve the grievance.

- 15  
16 1. **Informal Step:** The aggrieved employee shall meet with the immediate  
17 supervisor within twenty (20) regular working days following the date of the last  
18 occurrence of the grievance to discuss the grievance. For terminations, the  
19 District and the Union may mutually agree to move the grievance to Step II.

20  
21 The immediate supervisor will make a decision at that time or will respond in  
22 writing within five (5) working days following the informal meeting.

- 23  
24 2. **Step I:** In the event the grievance is not satisfactorily resolved in the Informal  
25 Step, the aggrieved employee and the Union representative shall, within ten (10)  
26 regular working days following the date of failure to resolve it in the Informal  
27 Step, present the grievance in writing to the Director of Transportation.

28  
29 The Director of Transportation will meet with the aggrieved employee and  
30 Union representative within ten (10) working days following receipt of the  
31 grievance.

32  
33 Within five (5) working days following the meeting, the Director of  
34 Transportation shall respond in writing to the employee with a copy to the  
35 Union.

- 36  
37 3. **Step II:** In the event the grievance is not satisfactorily resolved in Step I, the  
38 aggrieved employee and the Union shall, within ten (10) regular working days  
39 following the date of the Step I written response, present the grievance in  
40 writing to the Superintendent, with a copy to the Assistant Superintendent of  
41 Human Resources.

1           Within ten (10) regular working days following receipt of the grievance, the  
2           Assistant Superintendent, or designee, shall arrange a meeting(s) between both  
3           parties in an attempt to resolve the grievance. The District will respond, in  
4           writing, within five (5) regular working days of the date of the meeting.  
5

- 6           4.   Step III: In the event the two parties cannot arrive at a satisfactory resolution to  
7           the grievance, the Union may request binding arbitration on any grievance  
8           related to violation of this Agreement. If the Union determines to seek binding  
9           arbitration, it shall, within ten (10) regular working days following the date of  
10          the Step II written response, submit a request for a list of at least five (5)  
11          arbitrators from the Federal Mediation and Conciliation Service unless other  
12          arrangements are agreed to between the District and the Union. The parties will  
13          determine the arbitrator from this list by alternately striking a name from the list.  
14          The arbitrator's decision will be in writing and will set forth the finding of fact,  
15          reasoning and conclusions. The arbitrator will be without power or authority to  
16          make any decision which is outside this Agreement.  
17

18           The decision of the arbitrator will be submitted to the District and the Union and  
19           will be final and binding upon the parties. The costs of the arbitrator will be  
20           borne equally by the District and the Union, and each will bear its own attorney  
21           fees and costs.  
22

- 23          5.   The time limits specified within this grievance procedure may be extended by  
24          mutual agreement of the District and the Union.  
25

26   **Section 5. Negotiation Procedures**  
27

- 28          1.   This Agreement will be open for negotiations no earlier than ninety (90) days  
29          and no later than sixty (60) days prior to the termination date of this Agreement,  
30          unless the parties agree to a different timeline.  
31
- 32          2.   Each party to this Agreement will exchange the specific language for their  
33          proposed changes at the first negotiation meeting, unless the Union and the  
34          District mutually agree in advance to an alternate format.  
35
- 36          3.   Negotiations shall be conducted at mutually agreeable times.  
37
- 38          4.   Every effort will be made to complete negotiations by August 31, except when  
39          extended by mutual consent of the parties.  
40  
41  
42



1 **Section 6. Union Security**

2  
3 The Board recognizes that bus drivers should properly become members of the Union of  
4 their choice, and in the belief, that the best interests of the entire group may be served by  
5 the fullest support of the program, it is agreed that all present members of the Union will  
6 remain in good standing and that all future employees shall become members of the  
7 Union not later than thirty (30) regular paid working days after employment.

8  
9 Upon completion of the hiring process, the District will provide the Union with the name,  
10 address, position and date of hire by the Board for all represented positions.

11  
12 **ARTICLE IV. SALARIES, HOURS AND BENEFITS**

13  
14 **Section 7. Wages**

- 15  
16 1. The basic wage schedule is appended as Appendix I and by this reference  
17 incorporated herein.

18  
19 2017-18 School Year

- 20  
21 • State pass-through percentage amount for cost of living increases for  
22 educational employees.  
23 • 2.0% increase applied to the salary schedule (reflected in 2017-18 salary  
24 schedule and base rate of pay)

25  
26 2018-19 School Year

- 27  
28 • State pass-through percentage amount for cost of living increases for  
29 educational employees.  
30 • 1.0% increase applied to the salary schedule (reflected in 2018-19 salary  
31 schedule and base rate of pay)

32  
33 2019-20 School Year

- 34  
35 • State pass-through percentage amount for cost of living increases for  
36 educational employees.  
37 • 1.25% increase applied to the salary schedule (reflected in 2019-20  
38 salary schedule and base rate of pay)

- 39  
40 2. A minimum of ninety-one (91) days actual driving and/or approved paid leave  
41 between September 1 and the following August 31 each year is required to  
42 qualify for service increment. Service increments shall be credited to eligible

1 employees on the anniversary of their date of hire. After completion of nine (9)  
2 years of service, eligible employees will receive a ten (10) year increment of  
3 2.50%, which will be reflected in step 9. After completion of Fourteen (14)  
4 years, eligible employees will receive a fifteen (15) year increment of 2.50%,  
5 which will be reflected in step 14. After completion of nineteen (19) years of  
6 service, eligible employees will receive a twenty (20) year increment of 1.5%,  
7 which will be reflected in step 19. After completion of twenty-four (24) years of  
8 service, eligible employees will receive a twenty-five (25) year increment of  
9 3.00%, which will be reflected in step 24.

10

11 3. When bus drivers and substitute drivers are required by the District to attend a  
12 meeting, they shall receive a minimum of one (1) hour's pay at their regular rate  
13 while in attendance at the meeting.

14

15 4. Employees are to receive their regular pay or overtime as appropriate for actual  
16 time spent shuttling buses between the District facility and the repair facility.

17

18 5. An employee will be paid at time-and-one-half rate of pay for work in excess of  
19 forty (40) hours per week. Overtime shall be authorized by the Director of  
20 Transportation or designee. All hours paid shall be used to compute overtime.

21

22 6. When an employee is required to work on a paid holiday, the employee shall  
23 receive holiday pay plus time-and-one-half for the hours actually worked or  
24 minimum callback time, whichever is greater.

25

26 7. Sunday work shall be paid at double time rate.

27

28 8. When an employee is substituting for the dispatcher, field trip coordinator or  
29 vehicle service attendant, the employee will be compensated at a rate equivalent  
30 to their current hourly rate improved by \$5.00 for the dispatcher and field trip  
31 coordinator and by \$3.00 for the vehicle service attendant.

32

33 9. The District will use a state certified driver/trainer from Tacoma School  
34 district's pool of bus drivers who are within this bargaining unit. The bus driver  
35 will bid on a route. If the driver is needed as a driver/trainer, the driver will be  
36 replaced with a substitute bus driver. The driver will be paid an additional five  
37 dollars (\$5.00) per hour for work as a driver/trainer. The District reserves the  
38 right to select the employee based on qualifications and availability; and to use  
39 qualified driver/trainers from the state or another school district if there is no  
40 qualified driver/trainer available from the District bus drivers. Management  
41 shall make every attempt to assign Driver Trainers on a rotational basis. The  
42 District shall pay all associated costs in obtaining the Driver Trainer

1 certification and any and all costs associated with maintaining a current  
2 certificate.

3  
4 10. The District will use District-qualified vehicle service attendants from the  
5 District's pool of bus drivers within this bargaining unit.

6  
7 a. Interested drivers and substitutes must submit a letter of interest to the  
8 Director of Transportation by the last day of the school year in June. The  
9 District reserves the right to select the employees based on qualifications,  
10 availability and ability to work with others; however, preference will be  
11 given to regular bus drivers. In the event, no regular bus drivers apply for the  
12 position, substitute bus drivers will be considered.

13  
14 b. The driver selected to be the Vehicle Service Attendant will maintain his/her  
15 status as a regular driver and receive an additional \$3.00 per hour. He/she  
16 shall be expected to be responsive to vehicle service attendant requests  
17 and/or needs and may be used as a backup driver as needed. Total hours will  
18 not exceed forty (40) hours per week. This position will be automatically  
19 renewed annually unless mutually agreed upon by the District and the  
20 Union.

21  
22 c. The service attendant and backup service attendants will be selected by the  
23 Director of Transportation and Transportation Supervisor. A list of trained  
24 service attendants will be established for use when the regular service  
25 attendant is absent, or at the discretion of the Director of Transportation.  
26 Any minor mechanical work done by the backup service attendant shall be  
27 identified and approved by the Director of Transportation or their designee.  
28 Once selected, the driver must complete approximately thirty (30) hours of  
29 training with Durham mechanics. The selected attendant and backup  
30 attendants must complete additional computer operation training as  
31 designated by the Director of Transportation within thirty (30) days of the  
32 start of the school year or as soon as a class is available at the Staff  
33 Development Center.

34  
35 11. Twelve (12) month employees will qualify for a service increment for one  
36 hundred fifteen (115) or more days worked and/or paid days of leave performed  
37 between September 1 and the following August 31 annually. The service  
38 increment shall be awarded on the employee's anniversary date.

39  
40 12. Attendance incentive:  
41

1 The attendance incentive reward will be \$400.00 for every sixty (60)  
2 consecutive days of perfect attendance annually (From September 1 through  
3 August 31 of each year). Not to exceed \$1,200 annually.  
4

5 Application for the attendance incentive may be made at the completion of sixty  
6 (60) student days. Applications shall be made within ten (10) work days of the  
7 of the completion of the employees' sixty (60) student days.  
8

9 **Section 8. Hours of Work**  
10

- 11 1. Hours worked shall be considered to mean all hours during which the employee  
12 is required by the District to be on its premises, or at a prescribed work place.  
13
- 14 2. Regular bus drivers and twelve (12) month employees shall receive a minimum  
15 of three (3) hours pay if called back outside their regular shift. Regular  
16 substitute bus drivers shall receive a minimum of three (3) hours pay when  
17 called to work.  
18
- 19 3. A regular bus driver shall be scheduled at least four and one-half (4 1/2) hours of  
20 driving time per regular working day, which includes the fifty (50) minute pre-  
21 and post-trip activities identified in number 3 above.  
22
- 23 4. Sick pay shall be paid for the amount of time that the driver has been scheduled  
24 to work that day; provided, however, no employee will be paid more than eight  
25 (8) hours.  
26
- 27 5. Drivers shall be allowed a meal period of at least thirty (30) minutes which  
28 commences no less than two hours, nor more than five (5) hours, from the  
29 beginning of the shift.  
30
- 31 6. Drivers shall be allowed a rest period of not less than ten (10) minutes for each  
32 four (4) hours of working time.  
33
- 34 7. The driver dispatcher position shall be established as a twelve (12) month  
35 position.  
36
- 37 8. If the District is closed because of inclement weather, natural disasters or other  
38 emergencies, the drivers will not be paid. Drivers will have the option of using  
39 accrued vacation leave when the District is closed. The day or days lost will be  
40 made up during the same school year. If the District operates on a delayed  
41 schedule, the driver shall not lose any pay. If the announcement is made after

1 the driver reports to work, and it is after their scheduled sign on time, the driver  
2 will be paid a two (2) hour minimum call out.

3  
4 **Section 9. Holidays**

5  
6 Bus drivers are guaranteed the following twelve (12) paid holidays:  
7

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

8  
9 If a holiday falls on a Saturday, then Friday will be a paid day off. If a holiday  
10 falls on a Sunday, then Monday will be a paid day off. When a two (2) day  
11 holiday falls on a Saturday and/or a Sunday, the District will schedule days off  
12 with pay for the holiday(s) that fall on the weekend. All drivers will be paid for  
13 eight hours for the holiday.

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

20  
21 If the regular student school year runs beyond Independence Day, Independence  
22 Day will be a paid holiday.

23  
24 **Section 10. Vacations**

25  
26 1. A regular bus driver shall receive one (1) hour vacation pay for each eleven and  
27 one-half (11 ½) hours of straight time worked during the regular school year.  
28 The vacation pay for regular drivers will be paid on the employees July 5<sup>th</sup>, pay  
29 warrant.

30  
31 2. Twelve (12) month employees:  
32  
33 a. For twelve (12) month employees, vacation will be earned at the rate of  
34 one (1) hour vacation pay for every eleven and one-half (11.5) hours of

1 straight time worked during the authorized work year. For the purposes of  
2 this section, all hours paid shall be considered straight time hours worked.

- 3
- 4 b. Up to a maximum of fifteen (15) days of vacation may be deferred  
5 annually. Vacation days earned by August 31 must be taken by the  
6 following August 31.
- 7
- 8 c. In the event an employee's vacation balance on August 31 exceeds the  
9 negotiated limit, the employee and his/her supervisor will submit a plan  
10 for utilization of the excess balance by December 31. The plan will be  
11 submitted to the Human Resources Department on or before September 1  
12 annually.
- 13
- 14 d. All vacation requests must be approved in advance by the Director of  
15 Transportation or designee.
- 16

17 **Section 11. Insurance Benefits**

18

- 19 1. All insurance programs shall be offered to the employees through The Sound  
20 Partnership (hereinafter "TRUST"), unless otherwise expressly provided for the  
21 term of this Agreement.

22

23 The length of the appointment, responsibilities, and powers of the trustees shall  
24 be determined by the TRUST document, provided the Trustees shall have no  
25 authority to act in violation of this Section.

26

- 27 2. In keeping with the powers and responsibilities as described in the TRUST  
28 document, the Trustees shall determine the insurance benefits to be provided  
29 and the contributions required of eligible full-time and eligible part-time plan  
30 participants. The TRUST shall offer health, group long-term disability, group  
31 life term, group vision, and group dental insurances. The parties agree that the  
32 TRUST is authorized to provide coverage for the domestic partners of eligible  
33 employees.
- 34
- 35 3. The District shall provide an insurance benefit contribution to the TRUST of the  
36 state allocation amount per month, per FTE for eligible employees. The District  
37 will contribute an additional amount equal to the state's retiree carve out per  
38 month, per FTE, to the Health Care Authority for eligible employees beyond the  
39 state allocation for insurance benefits. Should the District continue this  
40 contribution in future years for any other employee group, the District will  
41 provide the same contribution for employees in this bargaining unit.

1 New employees beginning work outside the annual enrollment period will be  
2 allowed thirty (30) days from their starting date to make any selection regarding  
3 available option within the Trust.

4  
5 4. Eligibility

6  
7 An employee is eligible for the full insurance benefit contribution if the  
8 employee's compensable hours including vacation and holidays are at least 1440  
9 hours. An employee whose assignment is for four (4) or more hours but not  
10 1440 hours shall be eligible for a prorated payment for insurance benefits.

11 Employees are eligible for COBRA if a qualifying event occurs.

12 In the event of a qualified change in family or employment status, an employee  
13 will be allowed thirty (30) days in which to enroll in COBRA for continuation  
14 of their health insurance plan.

- 15  
16  
17 5. The insurance benefits contributions and provisions contained in this Section  
18 shall remain in full force and effect during the term of this agreement, and may  
19 be reopened for negotiations only in the following events: (1) Legislation is  
20 passed which requires fringe benefit coverage from another source; or (2) any  
21 provision of this Section which does not comply with the law.

22  
23 **Section 12. Travel Allowance**

24  
25 Employees approved by the Superintendent or designee to use their private automobile(s)  
26 to travel on school business shall be compensated at the established IRS rate. Drivers may  
27 be allowed the use of a pool car, when available, for required conferences and/or required  
28 training with a supervisor's approval.

29  
30 **Section 13. Damage to Vehicle**

31  
32 The District will reimburse an employee for slashed tire(s) and/or damage caused to a  
33 vehicle due to forced entry which occurred in the course of his/her employment pursuant  
34 to the following conditions.

- 35  
36 1. A police report must be filed and a copy of said report must be provided to the  
37 Transportation Office within 48 hours of the incident.  
38  
39 2. The reimbursement shall be subject to a fifty-dollar (\$50.00) deductible with a  
40 \$1,000 maximum reimbursement of actual expenses for each loss.  
41  
42 3. Other vandalism or loss is not covered.

- 1 4. If the employee files a claim to his/her insurance carrier, the District will  
2 coordinate insurance benefits.  
3
- 4 5. An employee must submit his/her claim on a form provided by the District. The  
5 claim for reimbursement must be made to the Transportation Office within  
6 fifteen (15) days of the loss or damage, or the claim is waived.  
7
- 8 6. The total obligation for reimbursement by the District for all participating  
9 bargaining units is \$25,000 for each fiscal year.  
10

#### 11 **Section 14. Payroll Deductions**

- 13 1. The District will deduct the monthly Union dues, Union's life insurance  
14 premium, and the voluntary Membership Assistance Program (MAP), and the  
15 Union's 401K from the employee's paycheck if authorized by the employee.  
16
- 17 2. All bargaining unit employees will have their pay warrants deposited by  
18 automatic payroll deposit to an institution(s) of their choice.  
19
- 20 3. The District will pay employees in twenty-four (24) installments on or before  
21 the 5<sup>th</sup> and 20<sup>th</sup> of each month. The wages for the regular pay warrants will have  
22 a ten (10) percent deferral of wages at the employee's option. Employees will  
23 provide notification on the District-provided form at the beginning of each  
24 school year with their selections; provided, however, employees may change  
25 their individual percentages for the next school year by notifying the District in  
26 writing by August 23<sup>rd</sup> annually to start on the September pay warrant. The  
27 deferred wages will be paid in five (5) equal pay warrants (Dates: July 5<sup>th</sup>, July  
28 20<sup>th</sup>, August 5<sup>th</sup>, August 20<sup>th</sup>, and September 5<sup>th</sup>) unless the Union and District  
29 mutually agree in writing by November 15<sup>th</sup> annually to pay a specific amount of  
30 the deferred wages for winter break and spring break. Vacation pay for less than  
31 twelve (12) month employees will be paid in a lump sum on the July 5<sup>th</sup> pay  
32 warrant.  
33
- 34 The District will pay twelve (12) month employees in twenty-four (24)  
35 installments on or before the 5<sup>th</sup> and 20<sup>th</sup> of each month.  
36
- 37 4. During the continuance of this collective bargaining agreement, the District and  
38 the Union agree that pension benefits for each employee in the bargaining unit  
39 shall be provided through the Central Pension Fund. The District agrees to  
40 submit monthly contributions to the Central Pension Fund on behalf of all full-  
41 time bus drivers, including dispatch and field trip coordinator employees in the



1 bargaining unit represented by the Union at the rate determined within each  
2 classification for each hour worked by or paid to each such employee.

- 3  
4 1. Contributions to the CPF are employee contributions and are deducted from  
5 the employee gross hourly wage.  
6  
7 2. Members of the International Union of Operating Engineers may meet  
8 annually to set the employee contribution to the CPF.  
9  
10 3. Contributions to the CPF, once set by the membership, will be consistent for  
11 every hour worked or paid regardless of the pay rate.  
12

13 The Union and the District hereby agree that all contributions to the  
14 International Union of Operating Engineers' Pension Fund will be funded by  
15 reductions in the wages of the Union members and will in no part be funded by  
16 contributions from the District, in accordance with the following provisions and  
17 that the District is not responsible for the performance of the Central Pension  
18 Plan:  
19

- 20 1. The purpose of the Central Pension Fund shall be to provide retirement  
21 benefits for eligible employees pursuant to the provisions of said Central  
22 Pension Fund. The funding/or this payment, the stipulated amount of any  
23 said sum, and the designated effective dates for payment of any said sum are  
24 defined and set forth in paragraph two (2) below.  
25

26 During the continuance of this collective bargaining, the Employer shall pay  
27 into the Central Pension Fund of the International Union of Operating  
28 Engineers and Participating Employers, on the account of each member of  
29 the International Union of Operating Engineers, Local No. 286 Bargaining  
30 Unit, an hourly sum for every hour worked or paid.  
31

- 32 2. **Obligation to the Fund:** The Employer and the Union agree to be bound  
33 by the respective Agreement and Declaration of Trust entered into on the  
34 date set forth herein for the Fund, namely, as a/September 7, 1960,  
35 establishing the Central Pension Fund of the International Union of  
36 Operating Engineers and Participating Employers, and by any amendments  
37 to said Trust Agreement, heretofore and hereafter adopted.  
38 The union will annually notify the District of its intent to participate in CPF  
39 and any changes in the amount of the employee's contribution.  
40

41 The Employer and Union consent to and accept the terms, conditions and  
42 provisions of the Trust Agreement and as amended, creating said Fund. The

1 Employer and Union agree that the Trustees named in said Trust Agreement  
2 and their successors are and shall be its representative and the Employer and  
3 Union consent to be bound by the acts of said Trustees and successor  
4 Trustees made pursuant to and in carrying out the provisions of said Trust  
5 Agreement.  
6

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

11 The published salary schedule Appendix A, which shall now reflect the  
12 employees gross hourly wage, will include the following language: One  
13 dollar (\$1.00) per compensable hour is deducted from the driver's gross  
14 hourly wage, to be contributed to the central pension fund. Two dollars  
15 (\$2.00) per compensable hour is deducted from the dispatcher/field trip  
16 coordinator's gross hourly wage, to be contributed to the central pension  
17 fund.  
18

## 19 **ARTICLE V. GENERAL CONDITIONS**

20

### 21 **Section 15. Program Procedures**

22

#### 23 1. Driving Time

24

25 Morning "behind the wheel time" shall begin with departure from the overnight  
26 storage location and end with arrival at the noontime storage location.  
27

28 Afternoon "behind the wheel time" shall begin with departure from the  
29 noontime storage location and end with the arrival at the overnight storage  
30 location. The District shall determine the overnight storage location of the  
31 buses.  
32

33 A twelve (12) month employee may be required to drive as needed. Driving  
34 time will be considered work time and paid as part of their normal workday.  
35

#### 36 2. Bus Storage

37

38 It is agreed that during the time between the last delivery to school on the  
39 morning run and the first pickup at school on the afternoon run, each bus will be  
40 stored at the designated location or any location approved by the immediate  
41 supervisor.  
42

- 1           3.    Physical  
2           The District will contract and pay for the bus driver’s annual physical with the  
3           District’s assigned physician that is required for continued employment by the  
4           State. This includes from the time the employee leaves the lot from the time  
5           he/she returns. The District shall allow the employee use of a pool car or District  
6           vehicle, if available, for transportation to and from the facility.  
7
- 8           4.    Position Openings  
9
- 10           Notification of any newly created position to be filled or any previously existing  
11           or continuing position to be filled will be posted within thirty (30) days of the  
12           position becoming vacant. Any substitute driver may apply for the position by  
13           submitting a letter of interest to the Transportation Supervisor within five (5)  
14           work days of the initial posting of the position. The District will interview **up**  
15           **to** six (6) applicants, if there are less than six applicants, the District shall  
16           interview the actual number of applicants from the substitute pool for the  
17           position, and make the assignment from that pool. Assignments made from the  
18           substitute driver pool will be made within two (2) weeks. Selection will be  
19           based on an established rating criteria determined by the District, and will be  
20           offered to the most qualified candidate.  
21
- 22           A copy of this job opening will be sent to the Union. This posting will remain  
23           for a period of five (5) working days during which time any interested substitute  
24           driver may apply.  
25
- 26           5.    Training Class  
27
- 28           If the District requires an employee to take a training class, the employee will  
29           receive his/her regular rate of pay for the class. The District shall hold meetings  
30           which are mandatory for bus drivers to attend. The District shall hold a  
31           mandatory one (1) hour safety meeting once per month during the regular school  
32           year.  
33
- 34           6.    In-service:  
35
- 36           Required in-service: Periodically regular bus drivers are required to attend in-  
37           service activities that are conducted by or for the Tacoma School District. Such  
38           in-service activities may include safety issues, the recertification physical, first  
39           aid certification, etc. Drivers will be paid at their regular rate for the hours they  
40           attend these in-service activities. The District will guarantee sixteen (16) hours  
41           of in-service training in two (2) days prior to the beginning of each school year.  
42           Drivers will be paid actual time for establishing a route book at the beginning of

1 the year. Prior approval for both beginning of year and mid-year changes must  
2 be included subject to preapproval by management. Drivers will be paid one  
3 hour to bid on a route. In order to be paid, the driver must sign the bid sheet.  
4

5 Individual Education: Each bus driver is a budgeted position of at least four and  
6 one-half (4 ½) hours per day is eligible for fifteen (15) hours of in-service. Such  
7 in-service activities include District-directed and optional in-service, and  
8 include but are not limited to acquiring additional education, certification for  
9 driver trainer, transportation leadership programs, foreign language (including  
10 sign language) course work, and student management classes. Drivers will be  
11 paid at their regular rate for these in-service activities when pre-approval has  
12 been acquired from the Director of Transportation or designee.  
13

14 Professional Development: All bargaining unit members shall be allocated  
15 \$500.00 each for professional development. Additionally, the District will pay  
16 for up to four (4) staff per year to attend either CWU or Driver Training.  
17

#### 18 **Section 16. Personnel Files**

19  
20 The employee's rights regarding personnel records are governed by Policy 5260 and  
21 Regulation 5260R.  
22

23 An employee may review the material in his or her personnel file(s) during regular  
24 business hours. Said employee may have a Union business agent accompany him/her, if  
25 desired.  
26

27 Upon request, the District will provide a copy of any document(s) in the personnel file  
28 which has not been written by the employee or previously provided to the employee.  
29

30 The District will provide a copy of any critical or commendatory written material to the  
31 employee at the time of its inclusion in the personnel file. Materials judged by the  
32 employee to be negative and/or derogatory may be answered by the employee in writing.  
33 Such response shall be attached to the material in question and become a part of the  
34 personnel file. If there are no further disciplinary actions with respect to employee  
35 conduct within twenty-four (24) months, the employee may provide a written request to  
36 the Assistant Superintendent of Human Resources to remove the discipline from his/her  
37 personnel file.  
38

#### 39 **Section 17. Additional Assignments**

40  
41 All extra work will be assigned by seniority when feasible; provided, however, that a  
42 driver is not eligible for a run if he/she has a conflicting run which was previously

1 assigned. It is intended to provide the opportunity for the more senior drivers to work the  
2 most hours.

3 In no case, will more than forty (40) hours of time be assigned in any week, emergencies  
4 excepted.

5  
6 **Section 18. Sport and Field Trips**

7  
8 **1. Senior Trips:**

9 a. A senior trip is a sport or field trip that no regular driver is available to  
10 bid on, and is overnight or requires more experienced driver for safety  
11 reasons. These runs are over approximately fifty (50) driving miles.

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

27  
28 c. Trip will be assigned to the sport and field trip rotations before the senior  
29 trips are assigned. Spare bus availability will be determined after the other  
30 rotational trips have been assigned.

31  
32 d. Senior trips will be awarded from the rotational list of regular bus drivers  
33 with more than ten (10) years of experience as a regular bus driver for  
34 Tacoma Schools.

35  
36 **2. Sport and Field Trips:** The assignment of sport and field trips will be as follows:

37  
38 a. **Weekday and evening sport and field trips:**

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

41  
42 (2) Substitute drivers with less than forty (40) hours of assigned work

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for the week, will be assigned by seniority.

(3) Field trips donated by the contractor will be done by the contractor.

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

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

c. **Senior trips** (per subsection 1 of this section): Regular bus drivers with more than 10 years of seniority, assigned by rotational seniority.

d. Trips other than senior trips will not be awarded to a driver when they will interfere with any regular route. A regular bus driver is eligible for an assignment if said driver can proceed from his or her last student drop-off point and proceed to the pickup point for the trip in a timely manner, or if said driver is able to report to the site of the Transportation Office at his or her regular scheduled return time prior to the scheduled leave time provided, however, in a case where a bus driver would have to take a different bus, the scheduled leave time must provide an opportunity for the regular bus driver to do his or her fifteen (15) minute safety check prior to driving the other bus.

e. An effort will be made to award trips to regular drivers first who will not go over forty (40) hours for the week, next to substitute drivers who will not go over forty (40) hours for the week, then to regular drivers who may go into overtime, then to substitute drivers who will go into overtime. A driver's eligibility for being awarded a trip within the forty (40) hours will come from their route norm. If there are changes to that route norm or additional works assignments that would make a driver eligible, it is the driver's responsibility to make the Field Trip Coordinator aware of those changes.

f. The Transportation Office reserves the right to assign drivers trips up to 5:00PM when there is a need to get the trips covered. Transportation management, however, reserves the right in an emergency or exceptional case, to assign work to any driver to assure the safety and wellbeing of students or in the best interests of the District.

g. Available trips will be posted in the drivers lounge seven (7) days prior to

1 the date of the trip, except in the case of late trips. Trips will be assigned  
2 (posted in the drivers' lounge) pursuant to the appropriate availability list  
3 by rotational seniority, availability and feasibility four (4) days prior to the  
4 trip date. Trips will be awarded (trip ticket given to the driver) the day  
5 before the trip. A driver will not be considered available for extra work if  
6 he/she is absent due to personal illness or injury on the day prior to the  
7 trip. A driver will not be considered available for extra work if he/she has  
8 an absence due to illness/injury or an unforeseen absence for all or any part  
9 of the regularly assigned run(s) the day of the extra work trip.

- 10
- 11 h. **Late Trips:** Trips received too late to be posted seven (7) days prior to  
12 the trip and be assigned four (4) days before the trip will be considered  
13 late trips and will be assigned following the appropriate rotational  
14 seniority list. The rotation will change with the new assignment. Late trips  
15 will be posted for as long as possible between two (2) days and one route  
16 period (5:00 a.m. to 10:00 a.m. or 12:30 p.m. to 5:30 p.m.). Trips will be  
17 awarded 24 hours before the trip according to the seniority rotation.
- 18
- 19 i. **Emergency Trips:** Emergency trips are trips that are received too late to  
20 post for one complete route time, for example, 5:00 – 10:00 AM or 12:30  
21 – 5:30 PM and be awarded within twenty-four (24) hours. An effort will  
22 be made to assign emergency trips to the most senior available driver who  
23 has indicated their interest by signing up on the trip roster. Drivers will be  
24 contacted in seniority order of those who will not go into overtime first,  
25 and then those that would go into overtime. Drivers who receive an  
26 emergency trip will be allowed to go into overtime if necessary.
- 27
- 28 j. If a trip is canceled by the school up to one (1) hour prior to the pickup  
29 time, the driver will be notified as soon as possible and will not be paid.  
30 The rotational assignment does not change due to the cancellation. If a  
31 school cancels within one (1) hour of the pickup time, the driver will be  
32 paid \$35.00. In the event a trip which has been assigned to a driver is  
33 canceled, the driver loses that trip and cannot bump any driver that has  
34 been assigned a trip.
- 35
- 36 k. A driver who fails to appear for a trip, or who is, or would be the  
37 successful bidder when he or she is not eligible to bid, or who fails to  
38 notify the Transportation Office by the end of the work day (5:00PM),  
39 prior to the day of the trip for any reason, will be removed from all  
40 availability lists for one (1) week for the first offense, one (1) calendar  
41 month for the second offense, and the remainder of the student school year  
42 for the third offense. A driver will not be disciplined for any trip change

1 made by the Transportation Office which results in a driver no longer  
2 being eligible for the trip.

3  
4 **Section 19. Terms, Conditions and Procedures for Summer Work**  
5

- 6 1. The District will post a sign-up sheet for the purpose of bidding for summer  
7 work by June 1. Employees interested in bidding for summer work must sign up  
8 on the posted list, no later than June 10<sup>th</sup> annually. No names will be accepted  
9 after June 10. Once sign-up is closed, a summer seniority list will be established  
10 and posted. To be eligible for Summer Work, employees shall have no  
11 documented attendance related incidences within the previous school year.  
12
- 13 2. Posting of all available summer programs routes will be made at least one work  
14 day prior to the bid day. Available summer programs will be awarded two days  
15 prior to the end of the regular student school year. Other routes which become  
16 available will be bid the day before summer school begins. All summer program  
17 routes will officially start and be assigned following the last day of student  
18 attendance for the school year.  
19
- 20 3. Once a program assignment has been accepted by an employee, said employee  
21 will be maintained throughout the summer and the employee is not eligible to  
22 bid on another program assignment.  
23
- 24 a. A driver must be available for the whole duration of the summer run in  
25 order to bid. A driver should not bid if the driver is aware of any  
26 upcoming planned absences. Absences will be approved if the driver is  
27 participating in a transportation educational program. A driver is eligible  
28 to access bereavement leave during the summer assignment.  
29
- 30 b. After two days of a driver's unapproved absence, the route may be  
31 reassigned.  
32
- 33 4. Miscellaneous summer trips will be offered to the most senior employee on the  
34 active summer work list on a rotating basis. If there are no active summer  
35 employees available, employees who have signed up for summer work will be  
36 assigned by seniority. Senior trips taken in the summer will be assigned  
37 pursuant to the senior trip rules.  
38
- 39 5. Summer work will be paid at the employee's regular rate of pay.  
40
- 41 6. In the event a driver works a summer run; Independence Day holiday will be  
42 considered a paid holiday.



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7. Hours driven while on any District summer program will be included in the computation of vacation pay in the same manner as hours driven during the regular school year.
8. Available drivers on the active summer list will be used first as substitutes; then the most senior drivers on the sign-up sheet, who have not been assigned a summer program, will be used to substitute.
9. A regular substitute bus driver is not eligible for summer work unless the route is not filled by a regular bus driver.
10. An employee shall receive a minimum of three (3) hours of work for any day the driver does continuous work and four (4) hours of work for any day the driver works a split day.
11. An employee shall be allowed fifty (50) minutes per day for key pick up, paperwork, pre- and post-trip inspection as per CDL requirements, safety check, warm up and servicing, minor cleaning of buses and fueling.
12. An employee who becomes ill or eligible to use sick leave under the State Family Care Act during the summer vacation months while assigned to drive a bus for a District program will be allowed to draw on his/her sick leave balance, if any, to cover the period of illness. A driver may be required to produce medical certification verifying absence due to illness or injury.
  - a. An employee may earn one day of sick leave each month for work in July and August provided said employee works a minimum of 100 hours per month during July and/or August in a District program. The sick leave earned will be added to the employee's accumulated sick leave balance.
13. This section is the only section of the Agreement applicable to summer work.

**Section 20. Seniority**

1. Regular Bus Driver Seniority:

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

No employee shall have his or her seniority established prior to completing sixty (60) consecutive regular paid working days as a regular bus driver. A regular

1 bus driver who is retained beyond the initial probationary period shall have  
2 seniority revert to the first day of hire.

3  
4 The employee's earned seniority shall not be lost because of absence due to  
5 illness, injury, authorized leave of absence, or temporary layoff for a period of  
6 fifteen (15) months.

7  
8 The seniority list shall be brought up to date regularly and posted in a  
9 conspicuous place. In the case of a job opening or vacancy, the opening shall be  
10 posted for five (5) work days and a copy of the posting sent to the Union so that  
11 interested employees may submit a written bid for the position.

12 Regular employees who are hired on the same day will be placed on the  
13 seniority list based upon the number of paid days worked during the previous  
14 regular student school year.

15  
16 Any former regular bus driver rehired by the District as an employee in this  
17 bargaining unit or any person hired by the District who has worked for another  
18 school district in the state of Washington as a regular bus driver will be granted  
19 longevity benefits for pay purposes, leave benefits, and other benefits as if he or  
20 she had worked for the District. However, seniority will be based upon the last  
21 hire-in date.

22  
23 2. Substitute Bus Driver Seniority:

24  
25 A substitute employee shall establish seniority for hiring after successfully  
26 completing thirty (30) working days as a substitute bus driver with the District.  
27 Seniority as a substitute bus driver shall be used only for the purpose of  
28 establishing priority for hiring.

29  
30 **Section 21. Bidding for Routes**

31  
32 The second route bid will be posted and bid the week prior to the end of the first  
33 semester. The route bid will be effective the first working day of the first payroll period in  
34 the new semester. The District will include all available trips to a bid route at the time of  
35 posting.

36  
37 When a driver bids for a route, bidding will also take place for the vehicle to be driven on  
38 that route. Because of student and route needs, equipment categories address these needs.

39  
40 An employee is not eligible to bump between bids except for an employee returning from  
41 workers' compensation or authorized leave of absence without pay who will bump the  
42 least senior regular bus driver unless there is a vacant bid route available.

1  
2 Any employee who has been absent more than twenty (20) consecutive work days is not  
3 eligible to bid unless the District and Union mutually agree to allow said employee to bid.  
4  
5 Any new bid route not available at the time of bidding will be posted for bid for the next  
6 scheduled bidding.  
7  
8 Hours on which a driver bids are assigned to that driver until the next bid period unless  
9 the driver is not working the assigned hours and refuses to perform additional work to  
10 bring the driver at or near the assigned hours. In the event the driver refuses such  
11 additional work, the hours the driver is assigned and pay will be reduced to hours actually  
12 worked.  
13  
14 Drivers who have ten (10) years or more of regular permanent service, according to the  
15 seniority list, will be assigned forty (40) hours per week. The number of drivers assigned  
16 forty (40) hours will not exceed fifty percent (50%) of the actual number of regular  
17 permanent drivers on routes. The forty (40) hour per week assignment is only valid as  
18 long as the overall workload supports such a level of assignment and payment. Should a  
19 driver, who is assigned forty (40) hours per week and not working forty (40) hours per  
20 week, refuse an assignment that would bring the driver at or near forty (40) hours per  
21 week, the number of hours paid will be reduced to hours actually worked that week. If  
22 there is an additional driving assignment or assignments available to bring a driver at or  
23 near forty (40) hours per week, a driver may not refuse a driving assignment(s). Every  
24 attempt shall be made to assign driving and driving-related duties during their normally  
25 scheduled drive time. Other work assignments will be offered if there is no other driving  
26 or driving-related work available. Any additional work trip, shuttle, noon run, deliver  
27 passes, wash buses, filling up vehicles, review first aid and body fluids kits work or on  
28 route books, shall be assigned by the Director of Transportation or designee. The District  
29 will not discriminate or show favoritism and will rotate the additional assignments  
30 amongst the drivers.  
31  
32 However, if a driver who is eligible for a forty (40) hour per week assignment, chooses to  
33 bid on a route of fewer hours (e.g., thirty-five (35) hours per week), then that driver will  
34 be paid the lower number of hours. Drivers must bid on routes of at least thirty-nine (39)  
35 hours per week in order to be assigned forty (40) hours per week unless this amount is not  
36 available. In that instance, the driver must bid on the route with the next highest hours  
37 available. As work becomes available, assignments will be made to the drivers to bring  
38 them to forty (40) hours, according to the seniority list and driver time availability to  
39 complete the new work.  
40

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

4  
5 **Section 22. Probation**

6  
7 A regular bus driver shall serve a probationary period of sixty (60) consecutive regular  
8 paid working days after employment as a regular bus driver. Regular substitute bus  
9 drivers are on probation until successfully completing sixty (60) consecutive regular paid  
10 working days as a regular bus driver.

11  
12 **Section 23. Certification**

13  
14 A bus driver must meet all requirements established by the State in order to be an  
15 employee. Drivers shall be reimbursed for the CDL portion of their Driver's License  
16 upon renewal.

17  
18 **Section 24. Layoff and Recall Procedure**

19  
20 During the term of this contract, the District will not contract out transportation services  
21 currently provided by District staff. This prohibition includes beginning the feasibility  
22 study required in RCW 28A.400.285.

23  
24 During the term of this contract layoffs and reductions in hours will only be implemented  
25 in the event that declining enrollment reduces the need for transportation services  
26 currently provided by District staff; there are federal, state or local funding losses that  
27 reduce services; or programs are reconfigured to reduce the need for transportation  
28 services.

29  
30 If reductions in positions or hours become necessary, the District will mitigate the impact  
31 of the losses through the following means:

- 32  
33
- 34 • Attrition
  - 35 • Soliciting employees interested in leaves of absence or retirement
  - 36 • Job sharing
  - 37 • Other initiatives determined through discussions with the Union

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

40

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

5  
6 A person on the layoff list must notify the Human Resources Department of any change  
7 in address, email address, and telephone number. A person who fails to notify the Human  
8 Resources Department of a change will lose all recall rights.

9  
10 A person on the layoff list who rejects an offer of employment as a regular bus driver will  
11 be dropped from the layoff list and thereby loses all recall rights.

12  
13 The District will notify an employee at least two (2) weeks prior to the effective date of  
14 the layoff, provided the circumstances of the layoff are not beyond the control of the  
15 District.

16  
17 In the event that one or more employees are on approved leave, new employees will be  
18 notified of the potential for layoff.

19  
20 Twelve (12) month employees: If the driver dispatcher or field trip coordinator position is  
21 eliminated, the incumbent will have a right to move back into a regular bus driver  
22 position based on his/her seniority.

23  
24 **Section 25. Employee Performance/Probation**

25  
26 The purpose of evaluation is to provide an open dialogue and communication between the  
27 employee, building administrator, and supervisor.

28  
29 1. Each bus driver will receive an annual evaluation prior to the close of the school  
30 year, including substitutes. The director or supervisor is responsible for  
31 completing the evaluation. The evaluation will be based on the employee's work  
32 performance during the current school year. The driver trainer's check ride will  
33 be part of the evaluation when feasible. The supervisor will gather input from  
34 the driver trainer, dispatcher and other staff members prior to finalizing the  
35 evaluation. Any letters of discipline, praise or complaints will have impact on  
36 the final outcome as well as input from principals, teachers and parents.

37  
38 An evaluation with a single category as "needs improvement" or  
39 "unsatisfactory" shall include written notice of the areas of performance that  
40 need improvement or are unsatisfactory and recommendations on how the  
41 employee must improve. The employee will be reevaluated within ninety (90)  
42 days.

1  
2 A copy of the evaluation (see Appendix 2, Memorandum of Understanding  
3 Regarding Evaluation) will be given to each employee. The original will be  
4 placed in the employee's District personnel file and the supervisor will retain a  
5 copy.  
6

- 7 2. If after being provided with suggestions for improvement and the opportunity to  
8 improve the employee receives an overall rating of "unsatisfactory," he/she will  
9 be placed on probation by the Superintendent. In addition, the union will be  
10 notified that the employee is being placed on probation.  
11
- 12 3. Written notice will be provided to the employee of the areas of performance that  
13 are unacceptable and the support or reasonable training that will be made  
14 available by the District. This plan of improvement shall be reviewed by the  
15 union and the District prior to implementation. The employee will participate in  
16 recommended activities to improve his/her performance.  
17
- 18 4. The employee will be reevaluated within sixty (60) work days. During the sixty-  
19 (60) day period, the evaluator will meet with the employee at least three times to  
20 review the employee's progress toward improvement. Meetings will be held by  
21 the twentieth (20<sup>th</sup>), fortieth (40<sup>th</sup>), and sixtieth (60<sup>th</sup>) work days of the sixty-  
22 (60) day period. These reviews shall be provided in writing at each meeting. At  
23 the end of the sixty- (60) day period the District may:  
24
- 25 a. Issue a new evaluation if the employee has sustained necessary
  - 26 improvement;
  - 27 b. Extend the probation period prior to reevaluation for an additional thirty
  - 28 (30) days if sufficient improvement in work performance has not been
  - 29 made; or
  - 30 c. Recommend termination if the employee fails to obtain a "satisfactory"
  - 31 rating on the reevaluation.  
32

### 33 **Section 26. Discipline and Dismissals** 34

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

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

4

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

8

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

13

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

19

20 All reprimands of employees shall be in writing. When an employee is terminated, or  
21 placed on suspension for disciplinary action, a written notice will be given to the  
22 employee with a copy sent to the Union Office, International Union of Operating  
23 Engineers, Local 286.

24

25 In the case of alleged serious misconduct by an employee, the District may place the  
26 employee on administrative leave with pay until the District completes its investigation of  
27 the facts or may, at its discretion, place the employee on unpaid leave when the employee  
28 has been alleged to have engaged in a serious offense that may preclude the employee  
29 from eligibility to drive a bus. The District shall endeavor to complete such an  
30 investigation in a prompt, thorough and efficient manner in order to expedite final  
31 determination of whether disciplinary action is appropriate. If the District's investigation  
32 does not produce sufficient evidence of guilt against the employee, then the employee  
33 will, at the District's discretion, be returned to work or placed on paid leave status until a  
34 final determination is reached.

35

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

40

41

42

1 **Section 27. Leaves**

2  
3 The District and Union agree to comply with the provisions of the Family and Medical  
4 Leave Act of 1993, except that any provisions of the Agreement, or District policies and  
5 procedures that provide benefits and protections beyond those of the Act shall continue  
6 full force and effect.

7  
8 1. Leave with Pay

9  
10 a. Sick Leave

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

13  
14 Accrual of sick leave shall be based on actual hours worked in a  
15 particular day with the employee's choice of limiting to eight (8) hours  
16 for a particular day

17  
18 An employee will be granted and accrue sick leave at the rate of ten (10)  
19 days per school year based on the current assigned working hours per  
20 day.

21  
22 An employee may earn one (1) day of sick leave each month for work in  
23 July and August provided said employee works a minimum of one  
24 hundred (100) hours per month during July and/or August in a District  
25 program. The sick leave earned will be added to the employee's  
26 accumulated sick leave balance.

27  
28 Any employee claiming benefits for more than five (5) consecutive work  
29 days from accumulated sick leave shall submit a medical report the fifth  
30 (5<sup>th</sup>) school day after the first (1st) day of illness (6<sup>th</sup> day) and every  
31 thirty (30) days thereafter while the illness persists. In the case of  
32 documented serious or life-threatening illness, follow-up medical reports  
33 may be waived.

34  
35 An employee returning from any absence will complete a Certification  
36 of Reason for Absence form immediately upon resumption of duties. If  
37 reason(s) for absence, as certified on this form, are found to be  
38 inaccurate, the employee will be subject to appropriate consequences;  
39 willful falsification of payroll records will result in discipline up to and  
40 including termination.

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

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

(2) Letter of Requirement

In general, medical certification is not required to support an application for sick leave benefits for absences of five (5) consecutive days or fewer. However, such certification may be required by the District in individual cases.

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

Notice of this requirement shall come in the form of a Letter of Requirement as provided in Appendix 3.

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

(3) Cash-out Options

An employee, at his or her option, may cash in a maximum of twelve (12) of the eligible unused sick leave days above an accumulation of sixty (60) days, in January of the school year following any year in which the employee has a minimum of sixty (60) days of accumulated sick leave, at a rate equal to one (1) day's monetary compensation of the

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employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated.

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

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

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

b. Workers' Compensation (Industrial Insurance)

(1) Any injuries or industrial illnesses received while at work must be reported to the transportation office with the full history of the case on accident report blanks, as they are covered by the State Workers' Compensation Law. Employees are covered for the working days included in the first three (3) calendar days after the day of the accident from the employee's sick leave balance, if any. Employees receive free medical aid for injuries on the job and may be treated by the physician of the employee's choice.

(2) The appropriate payroll clerk(s) will automatically allocate accrued sick leave for all working day(s) included in the first three (3) calendar days following an injury, except that guaranteed paid holidays which fall within the first three (3) calendar days following an injury will be paid as holiday pay in lieu of sick leave for eligible employees in order to make total pay equal to regular pay.

For absences extending beyond three (3) calendar days, the appropriate payroll clerk(s) will automatically implement sick leave balancing to

1 make total pay equal to regular pay. In addition, when sick leave has  
2 been exhausted, an employee may request in writing to use vacation pay  
3 balancing. An employee may request in writing at any time that sick  
4 leave not be used in order to make total pay equal to regular pay. Once  
5 this request is implemented, the decision cannot be changed. Sick leave  
6 used cannot be "bought back."  
7

8 The intent is to enable the employee to draw full pay, but not more than  
9 full pay, during the absence due to injury on the job.  
10

- 11 (3) The District will continue to pay its share of the employee's health  
12 insurance subsidy only each month during the first twelve (12) months  
13 provided that the employee furnishes his/her share to the business office  
14 each month by check made payable to the Sound Partnership.  
15
- 16 (4) At the end of one (1) calendar year from the date of the injury, the  
17 following applies:  
18
- 19 (a) An employee who is not authorized to report back to work may  
20 request a leave of absence in writing using the Request for Leave  
21 Without Pay form provided by the District. The leave request is  
22 subject to Board approval at its discretion.  
23
  - 24 (b) Said employee will be paid for all unused vacation pay earned.  
25
  - 26 (c) If said employee returns to active employment status with the  
27 District, his or her remaining sick leave balance will be reinstated in  
28 accordance with District policy.  
29
  - 30 (d) Group medical insurance benefits terminate; each employee must  
31 arrange for COBRA benefits or for his or her own medical insurance  
32 coverage, if desired.  
33
- 34 (5) The District, at its discretion, may establish a light duty position for any  
35 District employee who is on workers' compensation. The light duty  
36 position is not subject to posting, bidding, etc. Any District employee so  
37 assigned will not replace any current regular bus driver.  
38

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

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

c. Bereavement Leave

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

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

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

d. Family Illness Leave

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

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

e. Extraordinary Leave

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

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

3  
4 f. Military Service (National Guard/Reserve Duty) Leave

5  
6 (1) Any employee who is a member of the Washington National Guard or of  
7 any organized reserve or armed forces unit of the United States shall be  
8 entitled to and shall be granted military leave of absence in accordance  
9 with RCW 38.40.060.

10  
11 (2) Military leave shall be granted in order that the person may take part in  
12 active training duty when required to do so by the military service if such  
13 duty cannot be taken during the regular school summer vacation period.

14  
15 (3) When military leave is granted, the employee shall receive his or her  
16 regular pay from the District.

17  
18 g. Jury Duty and Subpoena Leave

19  
20 Leaves of absence with pay are allowed for jury duty. Any compensation  
21 received for jury duty performed on working days will be deducted from the  
22 employee's net salary.

23  
24 Leaves of absence will be granted when an employee is subpoenaed to  
25 appear in an official proceeding, if such proceeding does not involve  
26 self-employment, other employment, or action against the District.

27  
28 Any compensation received while an employee is honoring a subpoena will  
29 be deducted from the employee's net salary, if it is determined that the  
30 employee is entitled to leave of absence. Employees are required to  
31 immediately notify the payroll department of the amount received.

32  
33 Leaves under this section are only for the portion of the day when attendance  
34 is required.

35  
36 2. Leave Without Pay

37  
38 a. Maternity/Parental Leave

39  
40 (1) An employee should notify the Human Resources Department by the  
41 end of the fourth (4th) month of pregnancy to assist Human Resources  
42 in planning for replacement.

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

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

b. Political Leave

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

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

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c. Military Service Leave (Active Duty)

Any employee who volunteers or is inducted into active military duty shall be considered to be on a leave of absence without pay for the period of such service not to exceed five (5) years. Any employee who is recalled into active military duty shall be considered to be on a leave of absence without pay for the duration of recall. If the employee requests reemployment within ninety (90) days of honorable discharge from such military service or after having presented other proof of having satisfactorily completed service, the employee shall be reinstated and restored, as nearly as existing circumstances permit, to the position previously held or to a position of like seniority, status and pay. Provided, that the District need not reemploy such person if circumstances have so changed as to make it impossible, unreasonable, or against the public interest for the District to do so; provided further, that this section shall not apply to a temporary position. If a person is not qualified for his or her former position as a result of disability sustained during service, but is nevertheless qualified to perform the duties of another position, under the control of the District, the employee shall be reemployed in such other position; provided, that such position shall provide like seniority, status and pay, or the nearest approximation thereto consistent with the circumstances of the case.

d. Other Leaves

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

- (1) To an employee for the purpose of recuperation (recommended by the employee's personal physician and the Superintendent).
- (2) The Board may grant leave for a specific purpose recommended by the Superintendent.

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

e. Family and Medical Leave Act

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





1 when the need is so identified. The current regular bus driver evaluation form and point  
2 system will be used as the basis of the appraisal.

3  
4 Performance appraisals shall be used by the Director as one source of information when  
5 considering a regular substitute bus driver's application for a regular bus driver position.

6  
7 If at any time a substitute bus driver's performance falls below the accepted performance  
8 level, the Director of Transportation or designee will conduct a progress review with the  
9 employee. At the review, the Director or designee will discuss the following:

- 10  
11 1. Those performance elements on which the employee's performance is  
12 unacceptable.
- 13 2. Identification of those actions and activities that are expected as acceptable  
14 performance related to the identified unacceptable elements.
- 15 3. Corrective action required by the employee.
- 16 4. Identification of any assistance the District or supervisor will provide to the  
17 employee related to the identified required corrective action.
- 18 5. The delineation of the time period during the school year (from thirty (30)  
19 calendar days to ninety (90) calendar days) during which the employee will be  
20 given to demonstrate acceptable performance in the identified unacceptable  
21 elements.
- 22 6. The potential consequences, up to and including termination, should be  
23 employee's performance not improve to an acceptable performance level.

24  
25 Following the performance review meeting, the Director or designee will advise the  
26 employee in writing of the outcome of the meeting will regard to the six items listed  
27 above.

28  
29 Nothing in this section precludes the District from taking disciplinary action at any time,  
30 including, but not limited to, that time identified as the period of the time delineated  
31 during the progress review for demonstration of acceptable performance as specified in  
32 number 5 above.

## 33 34 **ARTICLE VII. FURTHER PROVISIONS**

### 35 36 **Section 30. Agreement Clause**

37  
38 This Agreement expressed herein in writing constitutes the full and complete agreement  
39 between the Board and the Union and shall supersede any rules, regulations, policies,  
40 resolutions or practices of the District which shall be contrary to or inconsistent with its  
41 terms.

1 **Section 31. Savings Clause**

2  
3 If any provision of this Agreement or any application of this Agreement to any employee  
4 or group of employees should be found contrary to law, then such provision or  
5 application shall not be deemed valid and subsisting except to the extent permitted by  
6 law, but all other provisions or applications shall continue in full force and effect.  
7

8 If the District would be in violation of State law or would incur any penalty or decrease in  
9 State support as a result of the compensation and benefits provided herein, provisions of  
10 this contract affected by the ruling shall be reopened and the District and the Union shall  
11 renegotiate the provisions in accordance with the law.  
12

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

14  
15 Copies of this Agreement shall be printed at the expense of the District. A copy of this  
16 Agreement will be provided to the Union and to each regular employee covered by this  
17 Agreement no later than sixty (60) days after signature by the parties.  
18

19 **Section 33. Labor Management**

20  
21 Labor/Management Committee: At least quarterly, or at the written request of either the  
22 District or the Union, Labor/Management meetings shall be held, with no loss of pay to  
23 the employees, at a mutually agreed upon time. Items for discussion shall be submitted  
24 by the parties to determine the agenda. The purpose of these meetings shall be to resolve  
25 problems prior to them being reduced to writing as a grievance, to discuss any other  
26 problems or concerns that affect the bargaining unit, and to provide an opportunity to  
27 discuss improvements to the transportation program.  
28

29 In no event, can agreements reached in Labor/Management abridge, add to, or subtract  
30 from the collective bargaining agreement. The union shall select up to three (3) employee  
31 representatives to the Labor/Management Committee who will serve for the duration of  
32 the agreement. The Director of Transportation and the Assistant Director of  
33 Transportation shall represent the District. The Assistant Superintendent of Human  
34 Resources may be present at the meetings at the request of either party. In order to assure  
35 open communication, there shall be no adverse impact nor any retribution for any  
36 employee as a result of participation in the Labor/Management Committee.  
37

38 **Section 34. Duration Clause**

39  
40 The terms and conditions of this agreement shall remain in effect until August 31, 2020.  
41 Sections may be reopened with the mutual consent of the parties. In the event of a levy

1 failure or significant reduction in state revenue, the District may reopen specific sections  
2 of the agreement impacted by the revenue loss.

3

4 **Section 35. Bulletin Boards**

5

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

9

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

11

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

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AGREEMENT


This Agreement is made and entered into by and between Tacoma School District No.10 and the International Union of Operating Engineers, Local 286 (Bus Drivers).

TACOMA SCHOOL DISTRICT NO. 10

  
\_\_\_\_\_  
Catherine Ushka, President,  
Board of Directors

10/12/17  
Date

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 286  
(BUS DRIVERS)

  
\_\_\_\_\_  
Business Manager

11-16-17  
Date

  
\_\_\_\_\_  
President

Nov 16, 2017  
Date

  
\_\_\_\_\_  
Business Representative

11-16-17  
Date

**2017-18 BUS DRIVER SALARY SCHEDULE**  
**Effective September 1, 2017**  
**Hourly Rates**

SAL-ID = BD		Steps*											
CLASSIFICATION	GRADE		1	2	3	4	5	6	7	Completion of 9 yrs	Completion of 14 yrs	Completion of 19 yrs	Completion of 24 yrs
			<b>Bus Driver</b>	<b>00</b>	<b>Base Rate &gt;&gt;</b>	20.1775							
	<b>01</b>		20.5527	20.9709	21.3569	21.6892	22.1396	22.5792	22.9758	23.5502	24.1390	24.5011	25.2361
<b>Vehicle Service Attendant (+3.00)</b>	<b>02</b>		23.5527	23.9709	24.3569	24.6892	25.1396	25.5792	25.9758	26.5502	27.1390	27.5011	28.2361
<b>Driver Dispatcher (+\$5.00)</b> <b>Field Trip Coordinator</b> <b>Driver/Trainer</b>	<b>03</b>		25.5527	25.9709	26.3569	26.6892	27.1396	27.5792	27.9758	28.5502	29.1390	29.5011	30.2361
<b>Substitute</b>	<b>SUB-BD-01</b>		19.6775										

After completion of 9 years 2.5% shall be added to the employees wage. Reflected in step 9.  
 After completion of 14 years, 2.5% shall be added to the employees wage. Reflected in step 14.  
 After completion of 19 years, 1.5% will be added to the employees wage. Reflected in step 19.  
 After completion of 24 years, 3% will be added to the employees wage. Reflected in step 24.

## Memorandum of Understanding Regarding Evaluation

**MEMORANDUM OF UNDERSTANDING**  
**Between the Tacoma School District No. 210 ("District") and the International**  
**Union of Operating Engineers, Local 286 ("Union")**  
**BUS DRIVER BARGAINING UNIT**

The purpose of this Memorandum of Understanding is to commemorate in writing an agreement between the Tacoma School District – Bus Drivers ("District") and the International Union of Operating Engineers, Local 286 ("Union") regarding Evaluation

**RECITAL**

The District and the Union agree to the following:

1. The parties agree to convene a task force consisting of four representatives of members of the International Union of Operating Engineers, Local 286 ("Union") and four representatives from the District to develop the Evaluation Tool to be used for Performance Evaluations of members of the Union. The intent is to work collaboratively and to have an agreed upon tool ready for use in the 2014-15 school year. Representatives of the IOUE shall be paid at their regular hourly rate for participation on this committee.
2. The parties hereto have had the opportunity to review this memorandum with their respective representatives and/or legal counsel and execute this memorandum knowingly and voluntarily with full knowledge of its contents.
3. This memorandum constitutes the complete understanding and commitments of the parties. There are no oral or other agreements that modify this memorandum.

For the District:

Lynne C. Rosellini

Date: 11/25/13

For the Union:

Margaret England

Date: 11/25/13

**LETTER OF REQUIREMENT**

(DATE)

(NAME, ADDRESS)

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

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

This certification must verify that:

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

cc: Personnel File