

COLLECTIVE BARGAINING AGREEMENT

between

White River School District No. 416

and

**International Union of Operating Engineers
Local 302**



Transportation

September 1, 2019 - August 31, 2022

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TOPIC</u>	<u>PAGE</u>
ARTICLE I	SAVING CLAUSE	2
ARTICLE II	RECOGNITION	2
ARTICLE III	UNION MANAGEMENT RELATIONS	2
ARTICLE IV	GRIEVANCE PROCEDURE	3
ARTICLE V	SENIORITY	4
ARTICLE VI	VACATIONS	5
ARTICLE VII	HOLIDAYS	6
ARTICLE VIII	DISCRIMINATION	7
ARTICLE IX	PENSION	7
ARTICLE X	LEAVES	7
ARTICLE XI	EXTRA AGREEMENTS	8
ARTICLE XII	JURY DUTY	9
ARTICLE XIII	GROUP INSURANCE	9
ARTICLE XIV	BULLETIN BOARDS	10
ARTICLE XV	DISCHARGE	10
ARTICLE XVI	INSPECTION PRIVILEGES	11
ARTICLE XVII	LEAVE OF ABSENCE	11
ARTICLE XVIII	WAGES & WORKING CONDITIONS	12
ARTICLE XIX	HOURS OF WORK & OVERTIME	18
ARTICLE XX	WORKERS' COMP / INDUSTRIAL INS	19
ARTICLE XXI	DURATION	19
APPENDIX A	DEFINITION OF TERMS	21
APPENDIX B	SALARY SCHEDULE	23

AGREEMENT

The Board of Directors of White River School District No. 416 (hereinafter known as the Employer) and the International Union of Operating Engineers Local 302 (referred to hereinafter as the Union), do hereby reach agreement for the purpose of enhancing the material conditions of the employees, to promote the general efficiency of the Employer, and to promote the morale, well-being and security of the employees.

ARTICLE I SAVING CLAUSE

- 1.1 If any article or section of this Agreement shall be held invalid by law or by tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain in full force and effect. The parties shall meet to negotiate if any section or article is held invalid.

ARTICLE II RECOGNITION

- 2.1 Membership in the Union shall not be mandatory, however, all employees choosing to become Union members shall be required to pay Union dues as set out in the Union by-Laws. The employer shall provide the Union with the name, address, start date, and location of all newly hired employees working in positions covered by this Agreement.
- 2.2 The Union agrees to indemnify and hold the Employer harmless against any claim resulting from the Employer's compliance with the provisions of this article

ARTICLE III UNION MANAGEMENT RELATIONS

- 3.1 All collective bargaining with respect to wages, hours, and working conditions and other conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.
- 3.2 Labor/Management meetings which include the shop steward shall be paid for by the Employer, if conducted on Employer time.
- 3.3 Management Rights. All management rights, powers, functions and authority shall remain vested exclusively in the Employer. It is expressly recognized that such rights, powers, authority and functions include but are by no means whatever limited to the full and exclusive control, management and direction of the Employer, the work performed and its employee. Included in such rights are the right to contract work and subcontract work and to change, increase or eliminate procedures, methods, functions, equipment, facilities, as well as determining its work force, promoting, terminating, transferring employees or administering discipline.

The Employer and the Union agree that the above enumerations of management rights is for illustrative purposes only and not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to management, including those prerogatives granted by law or common law. It is the intention of the Employer and the Union that the rights, powers, authority and functions of management shall remain exclusively vested in the Employer except insofar as expressly and specifically surrendered or limited by the express provisions of this Agreement. The exercise of these rights which are not in direct conflict with a specific provision of the Agreement shall not be subject to the grievance procedure.

It is further understood and agreed that failure to exercise any function herein reserved to it or retained by common law, or the exercise of any function in a particular way, shall not be considered a waiver of the right to exercise such function either in the same or in any other manner which is not contrary to the specific provisions of this Agreement.

ARTICLE IV GRIEVANCE PROCEDURE

- 4.1 A grievance is a claim based upon an alleged violation, misinterpretation, or misapplication of specific provision(s) of this Agreement. A grievance must be filed within 30 days of the alleged violation, misinterpretation, or miss-application of specific provision(s) of this Agreement. An employee who participates, or intends to participate, in any grievance as defined herein shall not be subjected to discipline, reprimand, warning, or reprisal, because of such participation or intention. All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.

LEVEL 1: Appeal in person to the immediate supervisor. Every effort shall be made to solve the grievance at this level in an informal manner. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Transportation Supervisor. Within ten (10) business days after the written grievance is presented to him/her, the Transportation Supervisor shall render a decision in writing and present it to the grievant.

LEVEL 2: If the aggrieved employee is not satisfied with the disposition of his/ her grievance at Level 1, or no decision has been rendered within ten (10) business days after the presentation of the grievance, he/she may file the grievance in writing with the Superintendent or designee. Within fifteen (15) business days after the written grievance is presented to him/her, the Superintendent or designee shall schedule a meeting with the grievant, render a decision in writing and present it to the grievant. If the grievant does not file said grievance in writing within ten (10) business days after the decision at Level 1 is rendered, the grievance shall be considered waived.

LEVEL 3: A grievance not settled at Level 2 of the grievance procedure may be appealed to arbitration, provided written notice of request for arbitration is made to the Superintendent within fifteen (15) business days of the receipt of his/her answer to Level 2.

Within ten (10) working days after such written notice the parties shall jointly request a list of arbitrators from the American Arbitration Association. The parties will be bound by the rules and procedures of the American Arbitration Association. The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision. The arbitrator shall have no power to advise on salary adjustments, except as to the improper application thereof, nor to add to, subtract from, modify or amend any terms of this Agreement. A decision of the arbitrator shall, within the scope of his authority, be binding upon both parties.

Each party shall bear all costs of producing their own witnesses, preparation of exhibits and other material to include the production of a record or transcript of the proceeding unless such record or transcript is desired by both parties. The fee and expenses of the arbitrator and the cost of the hearing room shall be borne equally by the Bargaining Unit and the Board of Directors.

ARTICLE V SENIORITY

- 5.1 Driver/Aide seniority date(s) shall be established as the date of their first day hired to a daily run assignment, effective retroactively, and only upon satisfactory completion of the probationary period. Seniority for all other transportation employees shall be established as the date on which they are hired by the Employer. Seniority shall prevail in lay-off for all regular employees. Seniority shall be broken only by justifiable discharge, voluntary quit, more than twelve (12) months lay-off, or more than twelve (12) months of absence. In the event of lay-off, the last employee hired shall be the first laid off, and the last employee laid off shall be the first rehired. A list of employees arranged in order of their seniority shall be posted in a conspicuous place at their place of employment.

Seniority shall apply to each general job classification of this Agreement. General job classifications, in seniority order are: Transportation Specialist, Lead Dispatcher, Dispatcher, Bus Driver, Bus Aide. Employees who change general job classifications shall retain seniority in their past general job classification for one year, but will not accrue additional seniority in their past general job classification while working in the new general job classification. Such employees shall serve a new probationary period.

Should an employee who changes general job classification not successfully pass their probationary period in the new classification they shall be allowed to bid back in to their previous general job classification following posting and bumping language. This shall occur after filling the vacancy. There shall be only one (1) probationary period per classification.

- 5.1.1 If more than one employee is hired on the same date in the same general job classification the Transportation Supervisor shall determine seniority order taking into consideration experience and/or performance.

- 5.2 The Employer and the Union agree that merit and ability being equal, length of service shall govern in promotion within the bargaining unit.
- 5.3 The probationary period for a bus driver shall be their first four hundred (400) hours of driving. Probationary time shall start when a driver starts his/her first daily run assignment.
- 5.4 The probationary period for transportation employees (excluding bus drivers) shall be sixty (60) working days. Working days for probation shall be defined as days the employee reports to work and works at least one half of their scheduled normal work day.

ARTICLE VI VACATIONS

- 6.1 Employees working in a full year position, two hundred sixty (260) days per year including paid holidays, shall receive paid vacation days based upon their year placement on the salary schedule of their classification:

Year 1 = 10 of their days	(prorated to percentage of yr remaining at time of hire)
Year 2 = 11 of their days	
Year 3 = 12 of their days	Year 8 = 17 of their days
Year 4 = 13 of their days	Year 9 = 18 of their days
Year 5 = 14 of their days	Years 10 thru 14 = 20 of their days
Year 6 = 15 of their days	Years 15 thru 19 = 22 of their days
Year 7 = 16 of their days	Years 20 and above = 25 of their days

If a holiday occurs during an employee's vacation, one additional vacation day shall be granted and must be taken.

Vacations shall be taken under the following guidelines:

- A. At any time of year, employees shall request vacations at least five (5) working days in advance for one week or less of vacation, and ten (10) working days in advance for more than one week of vacation. The employee shall be notified of approval or non-approval in writing or by email as soon as possible after the request is submitted. Employees are encouraged to make vacation requests as early as possible in advance.
- B. Seniority shall prevail in the selection of vacation, except a senior employee shall not bump a junior employee once their vacation has been approved.
- C. Employees shall submit vacation requests through the Transportation Supervisor for approval.
- D. The Employer will make every reasonable effort to accommodate employee wishes for selection of vacations.
- E. Employees requesting vacation during the summer may request to take all of their vacation at one time.

Vacation leave accrues on a monthly basis from September 1 to August 31. Employees are encouraged to use their vacation. Employees may not carry over more than 240 hours of vacation from year-to-year. Employee vacation balances exceeding 240 hours on August 31st shall be reduced to that maximum in September each year unless an exception is granted for good cause.

6.2 A full year employee must complete six (6) months of continuous employment before using accrued vacation leave. In case of separation, either voluntary or involuntary, employees shall receive a lump sum payment of unused vacation leave.

6.3 Regular part-time employees shall receive vacation pay at the following rate:

1 - 5 years	1 hour vacation pay for 26 hours worked
6 - 10 years	1 hour vacation pay for 23 hours worked
11 years or more	1 hour vacation pay for 20 hours worked

The definition of hours worked is all hours worked. The Employer will provide a report to the Transportation Supervisor of the hours worked to-date for each employee as of the end of October in early November and as of the end of May in early June. An employee will receive a lump sum of vacation pay on his/her November and June paychecks. There will be no use of vacation by regular part-time employees during the school year except as provided for in Section 10.5 and Section 20.2.

Employees working during the summer months receive vacation pay for those hours on their November paychecks.

ARTICLE VII HOLIDAYS

7.1 All transportation employees will receive paid holidays in accordance with this section.

7.2 All twelve- (12) month employees shall receive the following paid holidays. All less than twelve- (12) month employees shall receive the following paid holidays which fall within their work year.

- | | |
|-----------------------------------|-------------------------------|
| 1. Labor Day | 8. New Year's Day |
| 2. Veterans' Day | 9. Martin Luther King Jr. Day |
| 3. Thanksgiving Day | 10. Presidents' Day |
| 4. Day after Thanksgiving | 11. Friday of Spring Break |
| 5. Day before or after Christmas | 12. Memorial Day |
| 6. Christmas Day | 13. Independence Day |
| 7. Day before or after New Year's | |

ARTICLE VIII DISCRIMINATION

- 8.1 No public employee or other person shall directly or indirectly interfere with, restrain, coerce or discriminate against any public employee or group of public employees in the free exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining. The Employer agrees to abide by all federal and state regulations prohibiting discrimination.

ARTICLE IX PENSION

- 9.1 All classified employees, who are employed in an eligible position, are entitled to membership in the State Employees' Retirement System. The amount needed for the Pension Fund for this Retirement System will be paid by the Employer for each employee.

ARTICLE X LEAVES

- 10.1 Sick Leave. Each regular employee shall receive twelve (12) days of sick leave per work year. Days shall be credited at the beginning of the work year. New employees shall receive prorated sick leave, one day for every pay month remaining in the fiscal year upon hire, starting with the first month in which there are eleven (11) work days.

Leave days granted under this Section may be used for personal illness, injury, or emergency medical conditions or temporary disabilities, including those caused by or contributed to, by pregnancy, miscarriage, abortion, childbirth and the recovery thereof. An employee may also use this leave to care for a child of the employee with a health condition which requires treatment or supervision or a spouse, domestic partner, parent, parent-in-law or grandparent of the employee with a serious health condition or an emergency condition.

An employee must inform his/her immediate supervisor sixty (60) days prior to an expected absence due to childbirth or, when possible, any other planned disability such as surgery. The Employer may, after three (3) working days, require medical documentation of illness. An employee who has used all accumulated leave under this Article and who is beyond FMLA or WFLA protection, if qualified, must apply for Leave Without Pay as set forth in Section XVII, Article 17.1 and in accordance with School Board policy.

- 10.2 Employees taking leave under this section shall contact the Transportation Supervisor or designee by phone when they are going to be absent, as early as possible, and not later than 5:45 AM for the AM shift and noon for the PM shift on student full days. On student half days employees shall make personal contact of leave not later than 45 minutes prior to the PM shift.

10.3 Bereavement Leave. Each employee subject to this Agreement shall be permitted to use five (5) days per occurrence of bereavement leave for absence caused by the death of a member of the employee's immediate family. Immediate family is defined as spouse, domestic partner, son, daughter, father, mother, sister, brother, in-laws, grandparents, grandchild, foster parents, foster child, and equivalent step family. Bereavement leave of one (1) day per occurrence shall be granted for absence caused by the death of a relative not mentioned herein, or of a close personal friend. Bereavement leave is non-cumulative and shall not be deducted from sick leave.

10.4 Personal Leave: All employees shall be granted three (3) days personal leave each year. Requests shall be made to the employee's immediate supervisor at least three (3) days in advance of the leave day, except when advance notice is not possible. A maximum of two drivers/aides shall be granted personal leave on any student day. Requests will be considered on a first come, first served basis and shall not be arbitrary or capricious. The Employer may grant personal leave to more than two drivers/aides on a student day based on availability of substitutes and/or extenuating circumstances.

Employees will be compensated at the end of their work year for unused Personal Leave at their regular hourly rate unless they choose to bank a maximum of two (2) unused personal leave days for the next work year. Requests shall be made by the employee in writing prior to the end of their work year. Personal leave balance may not exceed five (5) days in any work year.

PERS I employees in the two years prior to retirement are not eligible for cash out. If the PERS I employee has already been paid for personal leave in the two years prior to retirement, that amount will be deducted from the employee's final paycheck.

10.5 Provisions of the Federal Family and Medical Leave Act shall apply to all employees working seven hundred fifty (750) or more hours per year. Except for this provision, all other aspects of FMLA shall be applied according to the statute as legally determined by the Employer.

The Federal Family and Medical Leave Act entitles eligible employees to take up to 12 weeks of unpaid leave each year for specified family or medical reasons. The Employer is required to maintain group health insurance coverage for an employee for the duration of his/her FMLA leave on the same terms and conditions as if the employee had continued to work. The Employer requires that, if you have paid leave available, it must be used as part of the twelve weeks of FMLA. Upon return from leave, the employee is entitled to be restored to his/her former position or one providing equivalent status, pay, benefits and terms and conditions of employment.

ARTICLE XI EXTRA AGREEMENTS

11.1 The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which is inconsistent with terms of a collective bargaining agreement then in effect.

ARTICLE XII JURY DUTY

- 12.1 An employee shall be granted a leave of absence, without loss of pay, while serving as a summoned member of a jury, a witness in court, or is named as a co-defendant with the Employer. To be eligible for such leave, without loss of pay, the employee must furnish a written statement from the appropriate public official showing the date and time served.

ARTICLE XIII GROUP INSURANCE

In response to the Employer being required to move to health care coverage through the State of Washington the parties agree to reopen the Agreement for the sole purpose of bargaining Article XIII Group Insurance.

- 13.1 Recognizing that proper medical and welfare insurance programs are an essential portion of an employee's benefits, the Employer has established a District Benefits Committee in which the Union is a member. After taking into consideration recommendations from the District Benefits Committee, the Employer shall select a proper insurance package of health, welfare and life insurance. Employees may sign up for an insurance package during the open enrollment period. New employees may sign up for an insurance package within thirty (30) days of employment. If another bargaining unit is granted more favorable health insurance benefits, such benefits will also be provided to this bargaining unit.

An employee who works 1440 hours or more per year will be considered full-time for purposes of receiving insurance benefits (Benefit FTE). Employee who work less than 1440 hours per year will receive a prorated share of this benefit.

Employees will receive an amount equal to the monthly state insurance allocation based on their Benefit FTE. Basic insurance benefits are determined through local bargaining and are limited by law to medical, dental, vision, group term life, and group long-term disability.

All employees choosing medical insurance shall pay a mandatory out-of-pocket share prior to receiving their insurance allocation. The employee's out-of-pocket share for the 2016-17 work year shall be a minimum of five percent (5%) of the premium for the medical plan the employee chooses. In subsequent years of this Agreement, the employee's out-of-pocket share shall be based upon recommendations of the District Benefits Committee and will be limited to a maximum of two percent (2%) increase per year, unless otherwise mandated by state law.

If an employee does not use an amount equal to the monthly state insurance allocation as determined by legislature then the difference between the actual amount needed for insurance by the individual employee and the amount equal to the monthly state allocation shall be allocated to an insurance pool. The insurance pool shall be calculated only in the months of September, October and November and shall be allocated monthly to each employee based upon their Benefit FTE up to the cost of his/her insurance package and shall be divided among employees working less than full-time equivalent based upon their percentage of employment. After November the Employer shall notify

the Union if a recalculation should be made and shall provide documentation of the necessity of adjustment in order to maintain full compliance.

Pooling shall meet state requirements. The basic benefit package shall include dental, vision, life and medical.

- 13.2 The Employer shall provide the monies specified in Section 13.1 for insurance benefits. Such payments shall be made on a twelve-month basis. Such payments may be used towards dental, vision, life and medical insurance (respectively). Dental and vision are mandatory for all employees. Employees working an average of seventeen and one-half (17-1/2) hours or more in a week will receive mandatory life insurance and are eligible for optional, pro-rated medical insurance.
- 13.3 One (1) IUOE-appointed representative from the bargaining unit will be invited to participate on paid release time to attend District Benefit Committee meetings.
- 13.4 VEBA Account. Each year the Union shall conduct a meeting to determine if employees shall have access to VEBA (voluntary employees' beneficiary association) accounts and promptly provide the information in writing to the Employer.

ARTICLE XIV BULLETIN BOARDS

- 14.1 The Employer agrees to provide suitable space for the bargaining unit to use as a bulletin board. Postings by the bargaining unit on such boards are to be confined to official business of the unit.

ARTICLE XV DISCHARGE

- 15.1 The Employer shall have the right to discipline or discharge an employee for Just Cause. As such, the Employer will not discipline for arbitrary or capricious reasons. The extent of any disciplinary action will be in keeping with the seriousness of the infraction. A process of progressive discipline will be used. Progressive discipline includes:

1. Verbal warning; 2. Written reprimand; 3. Suspension without pay; 4. Termination.

When an employee is discharged or suspended for disciplinary action a written notice shall be given to the employee and a copy forwarded to the Union.

The Employer may skip steps of progressive discipline for egregious misconduct related to employment such as dishonesty, abuse of children, theft, being under the influence of drugs or alcohol, recklessness, or knowingly carrying unauthorized passengers.

The seven tests of Just Cause are as follows:

1. Was the employee forewarned of the consequences of his or her actions?
2. Are the employer's rules reasonably related to business efficiency and performance the employer might reasonably expect from the employee?
3. Was an effort made before discipline or discharge to determine whether the employee was guilty as charged?

4. Was the investigation conducted fairly and objectively?
 5. Did the employer obtain substantial evidence of the employee's guilt?
 6. Were the rules applied fairly and without discrimination?
 7. Was the degree of discipline reasonably related to the seriousness of the employee's offense and the employee's past record?
- 15.2 Personnel Files: An employee may examine his/her personnel file. Material placed in the employee's personnel file relating to job performance or personal character shall be brought to the attention of the employee. An employee may request copies of anything in his/her personnel file. An employee may, after three (3) years from the date it is added, request the Employer remove a disciplinary record from their personnel file. The decision to do so is at the discretion of the Employer. Disciplinary action less severe than a written reprimand will be included in the supervisor's working file. Working files shall be purged August 31st of each year. An employee may review, by prior appointment, all materials in his/her working file.
- All files will be kept in accordance with the Employer and Office of Superintendent of Public Instruction (OSPI) policy.
- 15.3 Any employee may request an investigation of his discharge or suspension or any warning notice. Any such protest shall be presented to the Employer in writing within ten (10) days after the discharge, suspension, or warning notice; and if not presented within such period, the right of protest shall be waived.

ARTICLE XVI INSPECTION PRIVILEGES

- 16.1 Authorized agents of the bargaining unit shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule.

ARTICLE XVII LEAVE OF ABSENCE

- 17.1 An employee may apply for a leave of absence from the Employer for a period not to exceed one year through the Superintendent of Schools. Leaves of absence shall be granted at the discretion of the School Board.
- 17.2 Employees on leave of absence shall retain accrued sick leave, vested vacation rights, and existing seniority rights while on leave of absence, however, additional sick leave or vacation credit shall not accrue during the leave.
- 17.3 The returning employee shall bid back in by seniority. When returning from leave of absence salary advancement shall occur the next September if the employee worked a minimum of one half of their previous work year. Days worked for this calculation shall include all paid days with the exception of those paid by donated leave.

ARTICLE XVIII WAGES AND WORKING CONDITIONS

- 18.1 All runs and trips are described in Appendix A and paid in accordance with Appendix B, attached to this Agreement.
- 18.2 If a driver is required to attend a conference involving student discipline, the driver will be paid at their regular hourly rate of pay or overtime as stipulated in Section 19.4.
- 18.3 TRAINING: Employees required to attend a training or professional development that is outside their regular work day or work year shall be paid at their regular hourly rate for hours of attendance. The Employer will make every effort to conduct mandatory training (i.e. annual in-service) Monday through Friday, between the hours of 6 AM and 6 pm. Weekend training, which must receive supervisor prior approval, will be paid at the rate of time and one-half for all hours in attendance. Employer training, required as a condition of employment may be offered at any time. Optional training, workshops, conferences or other professional development must receive written prior approval from the supervisor.
- 18.4 Drivers are required to perform safety checks (pre-trip/post-trip) and routine operational inspections per Employer policy and/or State regulation. All such required work shall be completed on Employer paid time. In addition, buses must be kept clean in accordance with Employer policy, including the spot cleaning of seats, ceiling, etc., when needed. Drivers are not required to wax or remove tar from their buses. Drivers may make a request to the Transportation Supervisor for additional time for bus cleaning should their weekly schedule be insufficient to complete such cleaning. All additional time must have prior approval. Total hours worked per driver shall not exceed forty (40) hours in a work week. Drivers shall be allotted eight (8) minutes in the morning for pre-trip and seven (7) minutes in the morning for post-trip. Drivers shall be allotted seven (7) minutes in the afternoon for pre-trip and eight (8) minutes in the afternoon for post-trip. All runs will be provided pre/post-trip time.
- 18.5 Call-in time shall be paid at the rate of not less than two (2) hours per call.
- 18.6 Posting and Bumping:
Existing vacant daily run assignments, such as those created by retirement or resignation, shall be posted as soon as they become available/open and a Collective Run Bid open to all eligible employees shall be conducted with the bid period closing at 9:15 AM on the third working day. All reassignments shall be effective simultaneously on the fifth (5th) working day after posting. Eligible employees shall be those for whom the replacement daily run assignment would extend their current daily run assignment by thirty (30) minutes per day or more and those employees that are bumped out of their daily run assignment by a more senior employee.

Any time a daily run assignment's departure and/or ending time changes by one (1) hour or more on the AM or PM run or any time a regular run daily run assignment increases or

decreases by thirty (30) minutes per day or more as determined by the Employer taking into consideration routing software and a minimum of five (5) consecutive work days of driver log sheet data it shall be posted for bid and bump. Employees shall not tender bids for run reassignment unless the replacement run would extend the employee's daily time by thirty (30) minutes or more.

After Annual Bid newly established runs or vacant mid-day runs shall be open to bid by all drivers/aides without regard to the change in time from their current daily run assignment. After Annual Bid if a new shuttle run is added, only drivers/aides at the school of origin may bid on this new shuttle run.

For ease of operations: If a run becomes vacant or available with ten (10) school days or less left in the school year it shall be posted daily for the remainder of the school year and shall be awarded on the basis of seniority provided the run does not interfere with a driver's/aide's regular run assignment and it does not cause the driver/aide to exceed forty (40) hours in a work week. Should no driver/aide sign-up for one of these runs it shall be offered to substitute drivers/aides. Should none of these take the run it shall be offered and awarded in seniority order regardless of overtime.

- 18.7 Extracurricular/Field Trips. Extracurricular/field trips shall be posted (when possible) at least forty-eight (48) hours prior to departure of the trip. If the trip request is received within 48 hours of the departure time it shall be considered short notice work and shall be filled according to Section 18.8 Short Notice Work. Employees and substitutes interested in the trip shall bid using electronic bid system.

All extracurricular/field trip postings shall close at 11:00 am the business day prior to the trip. The bid will be awarded by a transportation specialist or dispatcher when available with oversight of the Transportation Supervisor on the basis of seniority without regard to overlap first to drivers/aides who bid on the trip for whom it would not cause them to exceed forty (40) hours in a work week, next to substitutes who bid on the trip for whom it would not cause them to exceed forty (40) hours in the work week, lastly to drivers/aides, by seniority, then substitutes without regard to overtime.

Once an extracurricular/field trip is awarded it shall not be taken away due it causing the employee to exceed forty (40) hours in the work week.

Employees shall cover a portion or all of a daily run assignment, if possible in their schedule, in addition to an awarded trip regardless of overlap, If not possible uncovered portions shall be awarded to a substitute.

18.7.1 Extracurricular/Field Trip Cancellations/Reduction in Time

On a regular work/school day: In the event that an extracurricular/field trip is cancelled thirty (30) minutes or more prior to the scheduled trip start time the driver/aide will work all feasible portion(s) of their daily run assignment. If the cancellation is within thirty (30) minutes of the scheduled trip and/or it's not feasible for the driver/aide to take any/all of their daily run assignment they shall receive time lost from their daily run assignment or the scheduled trip duration, whichever is greater. The Employer reserves the right to assign supervisor directed work during paid time due to a cancelled trip on a regular work day.

On a non-work/non-school day (i.e. Weekends, Spring Break, etc):

In the event that an extracurricular/field trip is cancelled one (1) hour or more prior to the scheduled trip start time the driver/aide shall receive two (2) hours of pay and they are not expected to report to work. If the cancellation is within one (1) hour of the scheduled trip start time the employee shall receive pay for the posted trip duration and they are not expected to report to/remain at work.

Should an extracurricular/field trip be reduced in time after awarded the driver/aide shall be paid no less than the original posted trip duration time.

- 18.8 Short notice driver/aide work shall be posted for bid as soon as possible once the Employer is aware of the need. If the short notice work becomes available during general work hours (when drivers/aides are in the field) they will be notified of the work by no less than three (3) radio dispatched All-Calls prior to the award. If the short notice work becomes available outside of general work hours drivers/aides will be contacted via phone by seniority. Work will be awarded regardless of overlap, first to the most senior driver/aide to respond or sign on a posting sheet provided that the trip does not cause the employee to exceed forty (40) hours in a work week, next to substitutes that it would not cause them to exceed forty (40) hours in a work week, lastly to drivers/aides, by seniority, then substitutes without regard to overtime, until it is accepted.
- 18.9 Drivers and aides will return to their same run (if available) and will be paid for no less average hours per day through the end of September than the average hours per day of the daily run assignment they had at the close of the previous school year. If an employee's daily schedule changes from the previous year they shall be notified no later than seven (7) calendar days prior to the start of a new work year of their actual new daily schedule. New runs will be assigned to new regular, or substitute drivers/aides, by the Transportation Supervisor.

Annual Bid: All runs will be posted for employee review no later than the fifteenth (15th) work day of the new school year, and a collective run bid session will be scheduled prior to the last working day of September. Runs will be awarded on the basis of seniority, highest to lowest. New daily run assignments will be effective on or before October 1st. Daily run assignment changes after that date shall be only as provided in Section 18.6.

For the bidding process, the Employer will set route times and assign a bus to each route. The assigned bus will remain attached to each route for the remainder of the school year unless replaced by a different bus.

For ease of operations: If a run becomes vacant or available with ten (10) school days or less left in the school year, it shall be posted daily for the remainder of the school year and shall be awarded on the basis of seniority provided the run does not interfere with a driver's/aide's regular run assignment and it does not cause the driver/aide to exceed forty (40) hours in a work week. Should no driver/aide sign-up for one of these runs it shall be offered to substitute drivers/aides. Should none of these take the run it shall be offered and awarded in seniority order regardless of overtime.

- 18.10 While in paid status employees shall be available for supervisor directed work related to their employment.
- 18.11 A regular driver/aide shall be scheduled for at least two (2) hours of driving and cleanup time per AM and PM runs only. Any mid-day runs, other scheduled runs or non-scheduled driving assignments, including cleanup time and layover, will be paid at least one and one half (1-1/2) hours. Shuttles will be paid a minimum of fifteen (15) minutes.
- 18.11(A) A driver having fifteen (15) minutes or less of standby on their AM and PM routes combined, shall receive an additional fifteen (15) minutes per day for cleaning and fueling.
- 18.12 Salaries are set forth in Appendix B. Employees advance to the next increment annually on their first work day of the new school/work year. Newly hired employees advance to the next increment if they were employed on or before January 31. Training required prior to the beginning of a new school/work year is considered part of the new work year for purposes of determining hourly rate of pay.
- 18.13 Special Education Runs:
1. For out-of-district special education programs that operate on a student calendar that is different than the White River School District student calendar the daily run assignment, and therefore the employee's work calendar, shall be dictated by the student's calendar. For any such special education run daily run assignment the work calendar shall be clearly listed and available for review any time it's up for bid. Out-of-district for this Section shall be defined as any daily run assignment that is out of the White River School District boundary area, i.e. ReLife, N.W.SOIL, Puyallup School District, etc. Early Childhood Education and Assistance Program (ECEAP) and White River School District pre-school shall not be considered out-of-district for this Section as long as they're located in the White River School District boundary area and therefore drivers/aides having those runs shall work according to the White River School District student calendar.

Employees assigned to a special education run that work based upon a student calendar that differs from the White River School District student calendar shall return to that run and the corresponding work calendar the next school year. In the event the run no longer exists the following year the driver/aide shall return to the work calendar associated with the White River School District student calendar and shall perform supervisor directed work until a new bid process has taken place.

2. Extended School Year (ESY) Program Special Education runs will be bid as early as possible, contingent upon announcement of their schedules and the identification of White River School District participants. The ESY runs will be posted for at least twenty-four (24) hours after the time is established. All drivers will be notified of the postings. Bid will be according to seniority. Once the ESY runs have been awarded they shall not be subject to the bid and bump requirements in Sections 18.6.

EXTENDED SCHOOL YEAR (ESY) RUN: Extended School Year refers to services provided to students who qualify for special education services in accordance with the Individuals with Disabilities Education Act. Specifically, these services are provided beyond the school year and designated to address substantial regression issues or emerging skills specific to the student's Individualized Education Plan. Extended School Year services are program specific and scheduled in partnership with other State Educational Agencies. (For detailed information regarding ESY services see Section 300.106 of the Individuals with Disabilities Education Act.)

18.14 Substitutes

1. Substitute drivers/aides (without regular assigned runs/work that are available for on-call replacement and for extra runs/work) accrue no seniority rights either for permanent assignment or for call-in preference.
2. Employees hired as substitutes shall not be eligible for insurance or other fringe benefits contained herein, unless otherwise mandated by State or Federal regulation.
3. Substitute drivers/aides shall not be covered by this Agreement, with the following exceptions:
 - a) Pay rates for substitutes shall be the rates provided in Appendix B.
 - b) Substitute drivers/aides shall be paid the same number of hours as the regular employee being replaced would have received, or trip time in the case of extracurricular/field trips.
 - c) The Employer shall reimburse driver/aide substitutes who work forty-five (45) days or more in a work year for: the incremental increase of their Commercial Driver License (CDL) endorsements related to school bus driving; up to one (1) Department of Transportation (DOT) physical per fiscal year; the cost of required first aid and CPR certification.

- 18.15 Long-Term Leave: If a run is going to be vacant for an undetermined amount of time or in excess of eight (8) weeks, the run will be posted for bid according to seniority. In such cases, the run shall be considered vacant on the day of the employee's first absence in an unpaid status unless employee is on approved FMLA or WFLA leave.

- 18.16 Employees shall receive their annual compensation based upon twelve (12) equal monthly payments. Employees shall report any suspected discrepancies to the Employer.
- 18.17 The Employer shall pay the cost of any required driver abstract and the incremental increase of Commercial Driver's License (CDL) endorsements related to school bus driving. Employer shall pay for Department of Transportation (DOT) physicals (at the employer's rate) up to once per fiscal year.
- 18.18 Drivers/Aides layover time of one hour (1) or less shall be paid as time worked; provided, however, that on scheduled early release days layover time of one and one-half (1-1/2) hours or less will be paid as time worked. Drivers/Aides in layover status shall perform regularly recognized duties which may include Transportation Supervisor-directed work.
- 18.19 Representatives to the Employer safety and health committee shall suffer no loss of pay as a result of attending meetings of the committee.
- 18.20 Daily run assignments shall not lose time as the result of early dismissal days. Employees having paid time remaining on early dismissal days after all work has concluded may make a request through the Transportation Supervisor to leave early and have pay adjusted. Employees having no work on a paid work day (i.e. secondary only no school; elementary only no school) may make a request through the Transportation Supervisor to not report to work or work less than a full day and have pay adjusted.
- 18.21 Drivers selected for drug testing shall be paid for time, including travel, if testing is outside of their paid work day. Vehicle mileage at the IRS rate will be paid if the employee is required to travel in a personal vehicle for testing.
- 18.22 In the event of an unusual school closure/late start due to inclement weather, plant in-operation, or the like, the Employer shall notify the employees via the Emergency Broadcast System or the building phone tree. It is the employee's responsibility to monitor appropriate broadcast systems for school closure/late start information. If a decision is made to close schools after the employee has left for work, the employees reporting to work shall receive two (2) hours pay at base rate. In the event of a delayed start of school due to the above conditions, all twelve (12) month employees will be expected to report to work for their regular shift at their regular time. If the employee deems the conditions unsafe, he/she should report to work as soon as reasonable, but no later than the announced starting time.
- 18.23 Layover Locations:
- Out of District: A bus driver will park the Employer vehicle at a predetermined location as established by the Transportation Supervisor or designee. The location will be at a restaurant or establishment with access to food and restrooms, if there is a location with access to food within fifteen minutes of the drop-off site. A bus driver may leave their vehicle but must remain within fifteen minutes of its location unless the bus driver is attending the event.

In District: A bus driver will park the Employer vehicle at a predetermined location as established by the Transportation Supervisor or designee. The location will be at an establishment with access to restrooms. A bus driver may leave their vehicle but must be within five minutes of its location unless the bus driver is attending the event.

There is to be no personal use of Employer vehicles.

ARTICLE XIX HOURS OF WORK AND OVERTIME

- 19.1 (This section applicable to full-time employees) The normal work week shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the Employer may assign an employee to a work week of any five (5) consecutive days which are followed by two (2) consecutive days of rest. Nothing in this article shall be construed as a guaranteed work day or work week, except as provided in other sections of this Agreement. Each employee shall be assigned to a shift and work week, which shall not be changed, except in emergency, without prior notice to the employee of one (1) calendar week, if practicable.

Employees working five (5) hours per day or more shall be entitled to a thirty (30) minute duty-free, unpaid lunch period. Lunch periods shall be scheduled as near the middle of the employee's day as practicable. Employees shall receive a fifteen (15) minute paid rest period for every four (4) hours worked. The rest period shall be scheduled as near the middle of each shift as practicable. No employee shall be required to work more than three (3) hours without a rest period.

- 19.2 Employees required to work through their regular lunch period will be given another thirty- (30) minute period to eat at a feasible time.
- 19.3 Employees temporarily requested to work a shift regularly filled by a higher classification employee or promoted to a higher classified job shall receive compensation equal to that normally received at the first step of the higher classification which grants the employee an increase in salary.
- 19.4 Overtime: In the assignment of overtime, the Employer agrees to provide the employee with as much advance notice as practicable.

Employees shall be paid one-and-one-half (1-1/2) times their hourly rate of pay for all hours worked in excess of forty (40) hours per week. Only those hours actually worked shall be considered for the purpose of overtime calculation.

- 19.5 Daily Schedule. The employer may require an employee to flex their daily schedule (start and end times) on days such as student waiver days, early release days, or on days when their own run is not operating. The employer shall provide as much notice as possible when flex scheduling is required.

ARTICLE XX
WORKERS' COMPENSATION/INDUSTRIAL INSURANCE

- 20.1 Workers' Compensation (Industrial Insurance). Any injuries or industrial illnesses received while at work must be reported to the direct supervisor 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.
- 20.2 The appropriate payroll clerk(s) will automatically allocate accrued sick leave for all working days included in the first three (3) working days following an injury, except that guaranteed paid holidays which fall within the first three (3) calendar days following an injury will be paid as holiday pay in lieu of sick leave for eligible employees in order to make total pay equal to regular pay.
- For absences extending beyond three (3) calendar days, the appropriate payroll clerk(s) will automatically implement sick leave balancing to make total pay equal to regular pay. In addition, when sick leave has been exhausted, an employee may request in writing to use vacation pay balancing. An employee may request in writing at any time that sick leave not be used in order to make total pay equal to regular pay.
- 20.3 The Employer will continue to pay its share of the employee's health insurance subsidy only each month during the first six (6) months provided that the employee furnishes his/her share to the business office each month by check made payable to the employer.
- 20.4 If a driver/aide is approved to return to full duty from a State Worker's Compensation related leave inside of one (1) calendar year their return shall trigger a Collective Run Bid. Other transportation employees approved to return to full duty from such leave inside of one (1) calendar year shall be returned to their position or to an equal position as the one held at the time of the injury/industrial illness. Should an employee be released from such leave within one (1) year with restrictions the Employer shall make every effort to provide light duty on a case-by-case basis. No regular employee shall be displaced to accommodate light duty work.

ARTICLE XXI
DURATION

- 21.1 This Agreement shall be in full force and effect from September 1, 2019 to August 31, 2022. This Agreement will be renewed year to year thereafter, unless either party gives written notice not later than sixty (60) days prior to the anniversary date of the Agreement to terminate the same. Said Agreement may be opened by mutual agreement of the parties by said notice for further negotiations.
- 21.2 In the event funds are made available for increments during the term of this Agreement, the Employer and the Union will meet to establish how such funds will be paid.

- 21.3 If the State Legislature appropriates, allocates, and funds additional monies for salary and/or health and welfare increases during the term of this Agreement, the salary schedule shall be revised accordingly.
- 21.4 This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.

**INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 302**

**WHITE RIVER SCHOOL DISTRICT
No. 416**


IUOE BUSINESS REPRESENTATIVE

9/25/19
DATE


WRSD EXEC DIR OF HR

9-5-19
DATE


WRSD SCHOOL BOARD

9/5/19
DATE

APPENDIX A
DEFINITION OF TERMS

1. **DAILY RUN ASSIGNMENT:** The driver/aides' daily combination of transportation runs to school, from school, shuttle (*gifted, band, in-district special education, etc.*), mid-days and applicable standby and/or layover which are scheduled on a regular basis. Sum of drive time plus thirty (30) minutes pre- & post-trips rounded up to the nearest one-quarter (1/4) hour, is daily pay rate and is the basis for bidding. Daily Run Assignments are reflected on the Paid Status Form.
2. **EXTRACURRICULAR / FIELD TRIPS:** Sports and other individual trips, pre-planned and posted for bid in accordance with Section 18.7. Pay: drive time and any applicable standby and/or layover plus cleanup and pre and post if necessary rounded up to the nearest one-quarter (1/4) hour.
3. **ACTIVITY TRIP:** Late trip for students who remain after school. Schedule set according to need. Pay: Not less than bid time or drive time, whichever is larger, including pre and post if necessary. Activity trips may be assigned by the Transportation Supervisor to a driver in paid status if the weekly average is under thirty (30) minutes per day.
4. **EMERGENCY RUN/TRIP:** Any run/trip which must be filled on an emergency basis. An emergency will be defined as an unforeseen and/or uncommon event that necessitates action/work. Employee to be selected at the discretion of the Transportation Supervisor. Pay: Call-in time or run/trip time plus cleanup and pre and post if necessary.
5. **CALL-IN TIME:** Any time an employee is called in to work as seen in Section 18.5.
6. **CHARGEABLE ACCIDENT:** An accident where the employee was issued a citation for a moving violation while driving an Employer vehicle.
7. **LAYOVER TIME:** Time starting from the end of one portion of a daily run assignment or mandatory meeting or mandatory training or extracurricular/field/activity trip to the starting of another portion of a daily run assignment or mandatory meeting or mandatory training or extracurricular/field/activity trip.
8. **STANDBY:** The portion of the run between dropping off students at the secondary schools and the beginning of the elementary run. Standby begins when all students are unloaded and paperwork is completed.
9. **ANNUAL BID:** A one-time annual selection process whereas each regular employee, by seniority, chooses from an established combination of AM, PM, and Mid-Day (if applicable) runs to form their daily run assignment. Employees must be available in person, by phone or by written proxy at their allocated bid time to participate in an Annual Bid. See Section 18.9.
10. **COLLECTIVE RUN BID:** An open bid of all eligible runs to all eligible employees due to: a daily run assignment changing by thirty (30) minutes per day or more; a run becoming vacant, an employee returning from leave; etc.
11. **SHORT NOTICE TRIP or RUN:** A trip or portion of a run that needs to be covered without appropriate posting time.

12. TRIP: Transportation that is scheduled on a one-time or infrequent basis. Such work is open to all drivers by seniority provided the driver is able to arrive for the trip a minimum of five (5) minutes prior to the scheduled departure time at the departure location.
13. RUN: Transportation that is scheduled on a regular basis.
14. TYPES OF RUNS:
 - AM RUN: Regularly scheduled transportation of students from home to school.
 - PM RUN: Regularly scheduled transportation of students from school to home.
 - SHUTTLE RUN: Regularly scheduled transportation of students from one school to another school.
 - MID-DAY RUN: Regularly scheduled transportation picking up or dropping off students in the middle of the day, i.e. half day kindergartners, 504 special needs.
 - TEMPORARY EXTENDED RUN: Any add-on to another run that is not expected to last more than thirty (30) working days. The add-on may be at the beginning or end of a run. Such add-on will be pre-planned whenever possible. Pay: drive time that is added plus cleanup if needed. Runs may be extended only without conflict to Section 18.6.
 - SPECIAL EDUCATION RUN: Those runs that have students who have transportation as a related service on their Individualized Education Program (IEP).
15. SUMMER WORK: Any work outside the White River School District calendar beginning the day after the last day of school and ending on the subsequent in-service day. All summer work shall be posted ten (10) working days before the end of the WRSD calendar or as soon as possible if made known after this date. Employees will be offered the opportunity to sign their name to a Summer Work List no later than the last day of school. All summer work will be offered to employees on the Summer Work List according to seniority. Employees who cannot perform summer work that they have agreed to for any reason shall be responsible for finding coverage by calling members on the Summer Work List in seniority order. Each employee on the Summer Work List will be given a copy of the list and contact information. See Section 18.13 for exceptions.
16. DAYS:
 - CALENDAR DAY: Every day of the year.
 - WORK DAY: Any day an employee is scheduled to work.
 - BUSINESS DAY: Any day the District offices are open for business.
 - SCHOOL YEAR: All days outlined on the White River School District student calendar with the exception of student calendars outlined in Section 18.13.

**APPENDIX B
SALARY SCHEDULE**

Effective September 1, 2019							AFTER 10 YRS EXP + .25	AFTER 15 YRS EXP + .25	AFTER 20 YRS EXP + .25	AFTER 25 YRS EXP + .25	AFTER 30 YRS EXP + .50	AFTER 35 YRS EXP + .50
	STEP/YEAR											
	SUB RATE	1, 2	3	4	5	6, 7, 8, 9 & 10	11, 12, 13, 14 & 15	16, 17, 18, 19 & 20	21, 22, 23, 24 & 25	26, 27, 28, 29 & 30	31, 32, 33, 34 & 35	36+
TRANSPORTATION SPECIALIST	23.09	23.56	24.06	24.56	25.09	25.62	25.87	26.12	26.37	26.62	27.12	27.62
LEAD DISPATCHER	21.88	22.74	23.46	24.26	25.11	25.11	25.36	25.61	25.86	26.11	26.61	27.11
DISPATCHER	21.21	22.07	22.75	23.56	24.43	24.43	24.68	24.93	25.18	25.43	25.93	26.43
BUS DRIVER	20.61	21.04	21.50	21.91	22.36	22.81	23.06	23.31	23.56	23.81	24.31	24.81
BUS AIDE	16.04	16.38	16.68	17.03	17.38	17.72	17.97	18.22	18.47	18.72	19.22	19.72
DRIVER TRAINER	\$.50 cents per hour over the employee's regular hourly rate. Does not apply to employees with Driver Trainer duties as part of their position.											

Employees advance to the next step annually (see Section 18.12) provided that the employee has had no chargeable accidents in the prior 24 months.

A bus driver/aide who retires from WRSD regular employment and without interruption continues with the Employer in the capacity of substitute shall receive an hourly rate that is two dollars (\$2.00) per hour over the substitute hourly rate for all hours worked. Retirement eligibility shall be as defined in RCW 28A.400.210.

Effective in year two of this Agreement (September 1, 2020 – August 31, 2021) salaries shall be increased by three percent (3%) or the 2020-21 State Implicit Price Deflator (IPD), whichever is higher.

Effective in year three of this Agreement (September 1, 2021 – August 31, 2022) salaries shall be increased by three percent (3%) or the 2021-22 State Implicit Price Deflator (IPD), whichever is higher.