

AGREEMENT

between

Board of Directors

Tacoma School District No. 10

and the

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

September 1, 2007 - August 31, 2010

AGREEMENT

Tacoma, Washington

TACOMA SCHOOL DISTRICT No. 10

BOARD OF DIRECTORS

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1 **PREAMBLE**

2
3 The following articles of this Agreement constitute an agreement by and between the
4 Board of Directors of Tacoma School District No. 10, hereinafter called the "Board" and
5 the International Union of Operating Engineers, Local 286 (Bus Drivers), hereinafter
6 called the "Union."

7
8 The parties hereto agree as follows:

9
10 **ARTICLE I. DEFINITIONS AND RECOGNITION**

11
12 **Section 1. Rights of the Board**

13
14 The Board retains and reserves all powers, rights, authority, duties and responsibilities
15 conferred upon and vested in it by the laws and the Constitution of the state of
16 Washington and of the United States for the management and operation of the District,
17 subject to the provisions of this Agreement.

18
19 **Section 2. Definitions**

- 20
21 1. Board: Board of Directors of Tacoma School District No. 10.
22
23 2. Casual Substitute Bus Driver: A casual substitute bus driver is an employee
24 who has worked fewer than 30 days in the current or preceding school year.
25 Casual substitute bus drivers are not in the bargaining unit.
26
27 3. District: Tacoma School District No. 10.
28
29 4. Employee: Any employee of the District covered by this Agreement.
30
31 5. Superintendent: Superintendent of Schools of Tacoma School District No. 10.
32
33 6. Union: International Union of Operating Engineers, Local 286 (Bus Drivers).
34
35 7. Regular Bus Driver: A regular bus driver is an employee who is permanently
36 assigned to a bid route.
37
38 8. Regular Substitute Bus Driver: A regular substitute bus driver is an employee
39 who replaces a regular bus driver for more than 30 days during the current or
40 preceding school year. Regular substitute bus drivers receive no benefits and
41 receive the appropriate rate of pay only.
42
43 9. Feasible: Capability of equipment (capacity, lift, etc.), location of equipment,
44 cost to the District (except for the hourly rate of pay), and seniority of driver.

- 1 10. Qualifications: Each bus driver must meet all State standards for school bus
2 drivers; must know how and where to add fluids to District buses; be able to
3 drive any District bus in city driving; be able to meet the transportation needs of
4 medically fragile students and students with other disabilities, including
5 securing students in the bus using equipment like harnesses or wheelchairs; and
6 be able to read and follow route cards, maps and street indexes.
7
- 8 11. Route: The currently assigned scheduled order of picking up and delivering
9 students.
- 10
- 11 12. Bid Route: The bus and the prearranged schedule on which regular bus drivers
12 bid.
- 13
- 14 13. Driver Dispatcher and Field Trip Coordinator: An employee permanently
15 assigned to one of these positions, working a 12-month schedule.
- 16
- 17 14. Route Driver Trainer: A route driver trainer is a regular bus driver who is
18 permanently assigned to a bid route and assists as needed with driver training
19 activities.
- 20
- 21 15. Vehicle Service Attendant: A vehicle service attendant is a regular bus driver
22 who is permanently assigned to a bid route and assists as needed with vehicle
23 service duties.
- 24

25 **Section 3. Recognition and Unit Designation**

- 26
- 27 1. Recognition: The Board recognizes the Union as the exclusive representative of
28 all employees in the bargaining unit described in Section 2 with respect to
29 wages, hours and working conditions and other conditions of employment.
30
- 31 2. Bargaining unit: The bargaining unit to which this Agreement is applicable is
32 composed of all regular bus drivers, bus driver dispatcher, field trip coordinator,
33 regular substitute bus drivers and route driver trainers in the District.
34

35 **ARTICLE II. GENERAL CONTRACT PROVISIONS**

36

37 **Section 4. Grievance Procedure**

38

39 If an employee considers that this Agreement has been violated, the employee shall
40 use the following procedure to resolve the grievance.
41

1 1. Informal Step: The aggrieved employee shall meet with the immediate
2 supervisor within twenty (20) regular working days following the date of the last
3 occurrence of the grievance to discuss the grievance.

4
5 The immediate supervisor will make a decision at that time or will respond in
6 writing within five (5) working days following the informal meeting.

7
8 2. Step I: In the event the grievance is not satisfactorily resolved in the Informal
9 Step, the aggrieved employee and the Union representative shall, within ten (10)
10 regular working days following the date of failure to resolve it in the Informal
11 Step, present the grievance in writing to the Director of Transportation.

12
13 The Director of Transportation will meet with the aggrieved employee and
14 Union representative within ten (10) working days following receipt of the
15 grievance.

16
17 Within five (5) working days following the meeting, the Director of
18 Transportation shall respond in writing to the employee with a copy to the
19 Union.

20
21 3. Step II: In the event the grievance is not satisfactorily resolved in Step I, the
22 aggrieved employee and the Union shall, within ten (10) regular working days
23 following the date of the Step I written response, present the grievance in
24 writing to the Superintendent, with a copy to the Director of Labor and
25 Legislative Relations.

26
27 Within ten (10) regular working days following receipt of the grievance, the
28 Superintendent, or designee, shall arrange a meeting(s) between both parties in
29 an attempt to resolve the grievance. The District will respond, in writing, within
30 five (5) regular working days of the date of the meeting.

31
32 4. Step III: In the event the two parties cannot arrive at a satisfactory resolution to
33 the grievance, the Union may request binding arbitration on any grievance
34 related to violation of this Agreement. If the Union determines to seek binding
35 arbitration, it shall, within ten (10) regular working days following the date of
36 the Step II written response, submit a request for a list of at least five (5)
37 arbitrators from the Federal Mediation and Conciliation Service unless other
38 arrangements are agreed to between the District and the Union. The parties will
39 determine the arbitrator from this list by alternately striking a name from the list.
40 The arbitrator's decision will be in writing and will set forth the finding of fact,
41 reasoning and conclusions. The arbitrator will be without power or authority to
42 make any decision which is outside this Agreement.

43

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

5
6 5. The time limits specified within this grievance procedure may be extended by
7 mutual agreement of the District and the Union.
8

9 **Section 5. Negotiation Procedures**

- 10
11 1. This Agreement will be open for negotiations no earlier than ninety (90) days
12 and no later than sixty (60) days prior to the termination date of this Agreement,
13 unless the parties agree to a different timeline.
14
15 2. Each party to this Agreement will exchange the specific language for their
16 proposed changes at the first negotiation meeting.
17
18 3. Negotiations shall be conducted at mutually agreeable times.
19
20 4. It is agreed that authorized representatives of the Board will meet with a
21 committee from the Union to discuss job classification and wage rates before
22 the budget is adopted.
23
24 5. Every effort will be made to complete negotiations by August 31, except when
25 extended by mutual consent of the parties.
26

27 **Section 6. Union Security**

28
29 The Board recognizes that bus drivers should properly become members of the Union
30 of their choice, and in the belief that the best interests of the entire group may be
31 served by the fullest support of the program, it is agreed that all present members of
32 the Union will remain in good standing and that all future employees shall become
33 members of the Union not later than thirty (30) regular paid working days after
34 employment.
35

36 Upon completion of the hiring process, the District will provide the Union with the
37 name, address, position and date of hire by the Board of each newly hired regular bus
38 driver and vehicle service attendant.
39

1 **ARTICLE III. SALARIES, HOURS AND BENEFITS**

2
3 **Section 7. Wages**

- 4
5 1. The basic wage schedule is appended as Appendix I and by this reference
6 incorporated herein. The wage schedule will be established each year by
7 including the central pension fund contribution in the calculation of the rate for
8 each step on the salary schedule, base rate through step 14.

9
10 Wages shall be increased by a percentage amount equal to the state pass through
11 percentage designated for cost-of-living increases for education employees for
12 each year of the agreement and 1.0% for each year of the agreement, plus earned
13 increments.

- 14
15 2. A minimum of 91 days actual driving and/or approved paid leave between
16 September 1 and the following August 31 each year is required to qualify for
17 service increment. An eligible employee will receive the service increment at
18 11:59 p.m. August 31 annually. Fifteen (15) and twenty (20) year increments
19 are 2.5% of actual salary, after fourteen (14) years of service and again after
20 nineteen (19) years of service. The longevity increments will be calculated from
21 the shadow wage schedule, which includes the central pension fund
22 contribution.

- 23
24 3. Following completion of the 24th year of service based on the employee's date
25 of hire and for each subsequent year, employees who have worked a school year
26 and had no preventable accidents or incidents as determined by the accident
27 review committee in the previous twelve (12) months are eligible for an \$800
28 safety stipend. Damage to District property without damage to other property or
29 injury to any person does not count against the employee for eligibility for the
30 safety stipend, but the value of the property damage sustained by the District
31 will be subtracted from the safety stipend due to the employee. Stipends will be
32 paid the last payroll in September annually.

- 33
34 4. When bus drivers are required by the District to attend a meeting, they shall
35 receive a minimum of one (1) hour's pay at their regular rate while in attendance
36 at the meeting.

- 37
38 5. Employees are to receive their regular pay for actual time spent shuttling buses
39 between the District facility and the repair facility.

- 40
41 6. An employee will be paid at time-and-one-half rate of pay for bid route work in
42 excess of forty (40) hours per week.

- 1 7. When an employee is required to work on a paid holiday, the employee shall
2 receive holiday pay plus time-and-one-half for the hours actually worked or
3 minimum callback time, whichever is greater.
4
- 5 8. Sunday work shall be paid at double time rate.
6
- 7 9. When an employee is substituting for the dispatcher or field trip coordinator and
8 the dispatcher or field trip coordinator is on leave, the employee will be
9 compensated at a rate equivalent to their current hourly rate improved by \$3.00.
10
- 11 10. The District will use a state certified driver/trainer from Tacoma School
12 district's pool of bus drivers who are within this bargaining unit. The bus driver
13 will bid on a route. If the driver is needed as a driver/trainer, the driver will be
14 replaced with a substitute bus driver. The driver will be paid an additional three
15 dollars (\$3.00) per hour for work as a driver/trainer. The District reserves the
16 right to select the employee based on qualifications and availability; and to use
17 qualified driver/trainers from the state or another school district if there is no
18 qualified driver/trainer available from the District bus drivers.
19
- 20 11. The District will use District-qualified vehicle service attendants from the
21 District's pool of bus drivers within this bargaining unit. Drivers will bid on the
22 vehicle service attendant position once per year at the beginning of each school
23 year. The bus driver/vehicle service attendants will bid on routes. If a driver is
24 needed as a vehicle service attendant, the driver will be replaced with a
25 substitute bus driver. The driver will be paid an additional one and one half
26 dollar (\$1.50) per hour for work as a vehicle service attendant. If a vehicle
27 service attendant earns credits for one class in basic computer operation
28 (Windows operations including Word, Excel), credits for one class in
29 Groupwise e-mail, and credits for one class in basic mechanics at a technical or
30 community college (or District-approved substitute proficiencies), he or she will
31 be paid and additional one dollar fifty cents (\$1.50) per hour. The District
32 reserves the right to select the employees based on qualifications and
33 availability.
34

35 **Section 8. Hours of Work**
36

- 37 1. Hours worked shall be considered to mean all hours during which the employee
38 is required by the District to be on its premises, or at a prescribed work place.
39
- 40 2. Regular bus drivers shall receive a minimum of three (3) hours pay if called
41 back outside their regular shift. Regular substitute bus drivers shall receive a
42 minimum of three (3) hours pay when called to work.
43

- 1 3. An employee shall be allowed fifty (50) minutes per day for key pick up,
2 paperwork, pre- and post-trip inspection as per CDL requirements, safety check,
3 warm up and servicing, minor cleaning of buses and fueling; provided however,
4 that each employee shall be required to clean his/her assigned bus both inside
5 and out a minimum of once per week. All other time shall be considered
6 “behind-the-wheel time” except as defined for repair or service of bus.
7
- 8 4. A regular bus driver shall be scheduled at least four and one-half (4 1/2) hours of
9 driving time per regular working day, which includes the fifty (50) minute pre-
10 and post-trip activities identified in number 3 above.
11
- 12 5. Sick pay shall be paid for the amount of time that the driver has been scheduled
13 to work that day; provided, however, no employee will be paid more than eight
14 (8) hours.
15
- 16 6. Drivers shall be allowed a meal period of at least thirty (30) minutes which
17 commences no less than two hours, nor more than five (5) hours, from the
18 beginning of the shift.
19
- 20 7. Drivers shall be allowed a rest period of not less than ten (10) minutes for each
21 four (4) hours of working time.
22
- 23 8. The driver dispatcher position shall be established as a twelve (12) month
24 position.
25
- 26 9. If the District is closed because of inclement weather, natural disasters or other
27 emergencies, the drivers will not be paid. Drivers will have the option of using
28 accrued vacation leave when the District is closed. The day or days lost will be
29 made up during the same school year. If the District operates on a delayed
30 schedule, the driver shall not lose any pay. If the announcement is made after
31 the driver reports to work, and it is after their scheduled sign on time, the driver
32 will be paid a 2 hour minimum call out.
33

34 **Section 9. Holidays**

35 Bus drivers are guaranteed the following twelve (12) paid holidays:
36

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

1 If a holiday falls on a Saturday, then Friday will be a paid day off. If a holiday
2 falls on a Sunday, then Monday will be a paid day off. When a two (2)-day
3 holiday falls on a Saturday and/or a Sunday, the District will schedule days off
4 with pay for the holiday(s) that fall on the weekend. All drivers will be paid for
5 eight hours for the holiday.
6

7 **Section 10. Vacations**
8

- 9 1. A regular bus driver shall receive one (1) hour vacation pay for each eleven and
10 one-half (11 ½) hours of straight time worked during the regular school year.
11 The vacation pay will be paid pursuant to deductions as outlined in Section 14
12 (3) of the Agreement.
13
14 2. If the regular student school year runs beyond Independence Day, Independence
15 Day will be a paid holiday.
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 \$60 per month per FTE for eligible employees to
38 the TRUST beyond the state allocation for insurance benefits during the 2007-
39 08 school year. Should the District continue this contribution in future years for
40 any other employee group, the District will provide the same contribution for
41 employees in this bargaining unit.
42

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

12 Employees are eligible for COBRA if a qualifying event occurs.
13 In the event of a qualified change in family or employment status, an employee
14 will be allowed thirty (30) days in which to enroll in COBRA for continuation
15 of their health insurance plan.
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
26 automobile(s) to travel on school business shall be compensated at the established
27 IRS rate.
28

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

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

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

- 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** 12

- 13 1. The District will deduct the monthly Union dues, Union's life insurance
14 premium, and the voluntary political action checkoff from the employee's
15 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 5th and 20th of each month. The wages for the regular pay warrants will have
22 a ten (10) percent deferral of wages; provided, however, the Union may change
23 said percentage for the next school year by notifying the District in writing by
24 August 23 annually to start on the September pay warrant. The deferred wages
25 and/or vacation pay will be paid in five (5) equal pay warrants (Dates: July 5,
26 July 20, August 5, August 20, and September 5) unless the Union and District
27 mutually agree in writing by November 15 annually to pay a specific amount of
28 the deferred wages and/or vacation for winter break and spring break.
29
- 30 4. During the continuance of this collective bargaining agreement, the District and
31 the Union agree that pension benefits for each employee in the bargaining unit
32 shall be provided through the Central Pension Fund. The District agrees to
33 submit monthly contributions to the Central Pension Fund on behalf of all full
34 time bus drivers, including dispatch and field trip coordinator employees in the
35 bargaining unit represented by the Union at the rate of fifty cents (50¢) for each
36 hour worked by or paid to each such employee. The District and the Union
37 further agree that contributions shall be made for holiday pay and vacation
38 hours, but shall not be required for employees while they are in their
39 probationary period or who are not full-time employees, as set forth in Article
40 IV, Section 22 of the collective bargaining agreement.
41

42 The District shall submit payment of contributions no later than the 15th day of
43 the month for hours worked or paid on the pay days in the preceding month, and
44 such contributions shall be accompanied by an appropriate remittance report

1 form. Such remittance report form shall list all employees for whom
2 contributions are required to be made, their respective social security numbers,
3 their total hours worked, the total hours for which contributions are due, if
4 different from the total hours worked, and any other information the Central
5 Pension Fund may reasonably require in order to properly record pension
6 contributions to the records of each employee. The District further agrees to
7 adopt and be bound to all terms and conditions of the Restated Agreement and
8 Declaration of Trust establishing the Central Pension Fund, as currently written,
9 and as it may be amended by the Board of Trustees. The District shall make all
10 payments required to be made to the Central Pension Fund in accordance with
11 the terms of this agreement. The stipulated amount of any said sum and the
12 designated effective date for payment of any said sum is defined and set forth on
13 the following basis: The wages of each full-time member of the bargaining unit
14 will be reduced by fifty (50¢) per compensable hour to be remitted to the
15 Central Pension Fund.

16
17 **Obligation to the Fund:** The District and the Union agree to be bound by the
18 respective Agreement and Declaration of Trust entered into on September 7,
19 1960, establishing the Central Pension Fund of the International Union of
20 Operating Engineers and Participating Employers, and by any amendments to
21 said Trust Agreement, heretofore and hereafter adopted.

22
23 The District and Union consent to and accept the terms, conditions and
24 provisions of the Trust Agreement and as amended, creating said Fund. The
25 District and Union agree that the Trustees named in said Trust Agreement and
26 their successors are and shall be its representatives and the District and Union
27 consent to be bound by the acts of said Trustees and successor Trustees made
28 pursuant to and in carrying out the provisions of said Trust Agreement.

29
30 **ARTICLE IV. GENERAL CONDITIONS**

31
32 **Section 15. Program Procedures**

33
34 1. **Driving Time**

35
36 Morning "behind the wheel time" shall begin with departure from the overnight
37 storage location and end with arrival at the noontime storage location.

38
39 Afternoon "behind the wheel time" shall begin with departure from the
40 noontime storage location and end with the arrival at the overnight storage
41

1 location. The District shall determine the overnight storage location of the
2 buses.

3
4 2. Bus Storage

5
6 It is agreed that during the time between the last delivery to school on the
7 morning run and the first pickup at school on the afternoon run, each bus will be
8 stored at the designated location or any location approved by the immediate
9 supervisor.

10
11 3. Physical

12
13 The District will contract and pay for the bus driver's annual physical with the
14 District's assigned physician that is required for continued employment by the
15 State.

16
17 4. Position Openings

18
19 Notification of any newly created position to be filled or any previously existing
20 or continuing position to be filled will be posted on the bulletin board in the
21 Transportation Office within thirty (30) days of the position becoming vacant.
22 Any substitute driver may apply for the position by submitting a letter of interest
23 to the Transportation Supervisor within five (5) work days of the initial posting
24 of the position. The District will interview the six (6) most senior substitute
25 applicants for the position, and make the assignment from that pool.
26 Assignments made from the substitute driver pool will be made within two (2)
27 weeks. Selection will be based on an established rating criteria determined by
28 the District.

29
30 A copy of this job opening will be sent to the Union. This posting will remain
31 for a period of five (5) working days during which time any interested substitute
32 driver may apply.

33
34 5. Training Class

35
36 If the District requires an employee to take a training class, the employee will
37 receive his/her regular rate of pay for the class.

38
39 6. Inservice:

40
41 Required inservice: Periodically regular bus drivers are required to attend
42 inservice activities that are conducted by or for the Tacoma School District.
43 Such inservice activities may include safety issues, the recertification physical,
44

1 first aid certification, etc. Drivers will be paid at their regular rate for the hours
2 they attend these inservice activities. The District will guarantee sixteen (16)
3 hours of inservice training in two days prior to the beginning of each school
4 year. Drivers will be paid thirty (30) minutes per run for establishing a route
5 book at the beginning of the year. Drivers will be paid one hour to bid on a
6 route. In order to be paid, the driver must sign the bid sheet.

7
8 Individual education: Each bus driver in a budgeted position of at least four and
9 one-half (4 1/2) hours per day is eligible to individually pursue at least thirty (30)
10 hours of inservice. Such inservice activities include acquiring additional
11 education, certification for driver trainer, transportation leadership programs,
12 foreign language (including sign language) course work, and student
13 management classes. Drivers will be paid at their regular rate for these inservice
14 activities when pre-approval has been acquired from the Director of
15 Transportation or designee.

16
17 Individual education pool: An annual inservice pool of \$9,500 is established.
18 This fund will be increased \$500 each subsequent year of the contract, and any
19 money that is not consumed from the previous year will be carried forward to
20 the following year. These funds may support inservice tuition and registration,
21 materials, and mileage as examples. To qualify for financial support from the
22 inservice pool, the inservice activities must be pre-approved by the Director of
23 Transportation or designee. The Inservice Advisory Committee, consisting of
24 two (2) members selected by the Union and two (2) members selected by the
25 District, meets annually to disperse the inservice pool monies.

26 27 **Section 16. Personnel Files**

28
29 The employee's rights regarding personnel records is governed by Policy 5260 and
30 Regulation 5260R.

31
32 An employee may review the material in his or her personnel file(s) during regular
33 business hours. Said employee may have a Union business agent accompany him/her,
34 if desired.

35
36 Upon request, the District will provide a copy of any document(s) in the personnel file
37 which has not been written by the employee or previously provided to the employee.

38
39 The District will provide a copy of any critical or commendatory written material to
40 the employee at the time of its inclusion in the personnel file. Materials judged by the
41 employee to be negative and/or derogatory may be answered by the employee in
42 writing. Such response shall be attached to the material in question and become a part
43 of the personnel file.

1 **Section 17. Additional Assignments**

2
3 All extra work will be assigned by seniority when feasible; provided, however, that a
4 driver is not eligible for a run if he/she has a conflicting run which was previously
5 assigned. It is intended to provide the opportunity for the more senior drivers to work
6 the most hours.

7
8 In no case will more than forty (40) hours of time be assigned in any week,
9 emergencies excepted.

10
11 **Section 18. Sport and Field Trips**

12
13 1. **Senior Trips:**

- 14 a. A senior trip is a sport or field trip that no regular driver is available to bid
15 on and that is over night or where a more experienced driver is needed for
16 safety reasons. These runs are over approximately 23 radius miles, which
17 is approximately 30 driving miles.
18
- 19 b. Senior trips will be assigned according to availability of buses and
20 substitute bus drivers with regular routes having priority. If feasible, a
21 substitute will be placed on the senior driver's run. On the day the trip is
22 assigned, a certain number of substitute bus drivers must be available on
23 the day of the trip (4 days later) before the senior trip can be authorized
24 and assigned. If the trip is scheduled for a Monday or a Friday, there must
25 be six (6) substitutes available to cover regular home-to-school routes.
26 Any substitutes beyond six (6) can be used to cover regular routes so that
27 senior drivers can be assigned and take senior trips. For Tuesday,
28 Wednesday and Thursday, the number of substitutes available for regular
29 routes reduces from six (6) to four (4). A senior trip will be assigned if
30 spare buses are available on the day when the trip is assigned and there is
31 no indication that spares won't be available on the day of the trip. Two (2)
32 buses will not be assigned to a senior trip when one (1) bus can do the trip.
33
- 34 c. Trips will be assigned to the sport and field trip rotations before the senior
35 trips are assigned. Spare bus availability will be determined after the other
36 rotational trips have been assigned.
37
- 38 d. Senior trips will be awarded off of the rotational list of regular bus drivers
39 with more than ten (10) years of experience as a regular bus driver for
40 Tacoma Schools.
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42 2. **Sport and Field Trips** The assignment of sport and field trips will be as
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- a. Weekday and evening sport and field trips
 - (1) Regular drivers with less than forty (40) hours of assigned work for the week will be assigned by seniority.
 - (2) Substitute drivers with less than forty (40) hours of assigned work for the week.
 - (3) Field trips donated by the contractor will be done by the contractor.
- b. Non-work day trips. All regular drivers are available – assigned by rotational seniority. Trips scheduled for non-work days will be guaranteed 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 it 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 work 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 5:00 PM when there is a need to get the trips covered. Transportation management, however, reserves the right in an emergency or exceptional

1 case, to assign work to any driver to assure the safety and well being of
2 students or in the best interests of the District.

- 3
- 4 g. Available trips will be posted in the drivers' lounge nine (9) days prior to
5 the date of the trip, except in the case of late trips. Trips will be assigned
6 (posted in the drivers' lounge) pursuant to the appropriate availability list
7 by rotational seniority, availability and feasibility four (4) days prior to the
8 trip date. Trips will be awarded (trip ticket given to the driver) the day
9 before the trip. A driver will not be considered available for extra work if
10 he/she is absent due to personal illness or injury on the day prior to the
11 trip. A driver will not be considered available for extra work if he/she has
12 an absence due to illness/injury or an unforeseen absence for all or any part
13 of the regularly assigned run(s) the day of the extra work trip.
- 14
- 15 h. **Late Trips:** Trips received too late to be posted nine (9) days prior to the
16 trip and be assigned four (4) days before the trip will be considered late
17 trips and will be assigned following the appropriate rotational seniority
18 list. The rotation will change with the new assignment. Late trips will be
19 posted for as long as possible between two (2) days and one route period
20 (5:00 a.m. to 10:00 a.m. or 12:30 p.m. to 5:30 p.m.). Trips will be
21 awarded 24 hours before the trip according to the seniority rotation.
- 22
- 23 i. **Emergency Trips:** Emergency trips are trips that are received too late to
24 be posted for one complete route time, for example, 5:00 – 10:00 AM or
25 12:30 – 5:30 PM and be awarded within 24 hours. An effort will be made
26 to assign emergency trips to the most senior available driver. Drivers will
27 be contacted in seniority order of those who will not go into overtime first,
28 and then those that would go into overtime. Drivers who receive an
29 emergency trip will be allowed to go into overtime if necessary.
- 30
- 31 j. If a trip is canceled by the school up to one (1) hour prior to the pickup
32 time, the driver will be notified as soon as possible and will not be paid.
33 The rotational assignment does not change due to the cancellation. If a
34 school cancels within one (1) hour of the pickup time, the driver will be
35 paid \$35. In the event a trip which has been assigned to a driver is
36 canceled, the driver loses that trip and cannot bump any driver that has
37 been assigned a trip.
- 38
- 39 k. A driver who fails to appear for a trip, or who is, or would be the
40 successful bidder when he or she is not eligible to bid, or who fails to
41 notify the Transportation Office by the end of the work day (5:00 PM),
42 prior to the day of the trip for any reason, will be removed from all
43 availability lists for one (1) week for the first offense, one (1) calendar

1 month for the second offense and the remainder of the student school year
2 for the third offense. A driver will not be disciplined for any trip change
3 made by the Transportation Office which results in a driver no longer
4 being eligible for the trip.
5

6 **Section 19. Terms, Conditions and Procedures for Summer Work**
7

8 1. The District will post a sign-up sheet for the purpose of bidding for summer
9 work by June 1. Employees interested in bidding for summer work must sign
10 up on the posted list no later than June 10 annually. No names will be accepted
11 after June 10. Once sign-up is closed, a summer seniority list will be
12 established and posted.
13

14 2. Posting of all available summer program routes will be made at least one work
15 day prior to the bid day. Available summer program routes will be awarded two
16 days prior to the end of the regular student school year. Other routes which
17 become available will be bid the day before summer school begins. All summer
18 program routes will officially start and be assigned following the last day of
19 student attendance for the school year.
20

21 3. Once a program assignment has been accepted by an employee, said assignment
22 will be maintained throughout the summer and the employee is not eligible to
23 bid on another program assignment.
24

25 A driver must be available for the whole duration of the summer run in order to
26 bid. A driver should not bid if the driver is aware of any upcoming planned
27 absences. Absences will be approved if the driver is participating in a
28 transportation educational program. A driver is eligible to access bereavement
29 leave during the summer assignment but is required to provide printed evidence
30 of the funeral or memorial service (obituary, service program, death certificate,
31 etc.).
32

33 After two days of a driver's unapproved absence, the route may be reassigned.
34

35 4. Miscellaneous summer trips will be offered to the most senior employee on the
36 active summer work list on a rotating basis. If there are no active summer
37 employees available, employees who have signed up for summer work will be
38 assigned by seniority. Senior trips taken in the summer will be assigned
39 pursuant to the senior trip rules.
40

41 5. Summer work will be paid at the employee's regular rate of pay.
42

- 1 6. In the event a driver works a summer run, Independence Day holiday will be
2 considered a paid holiday.
- 3
- 4 7. Hours driven while on any District summer program will be included in the
5 computation of vacation pay in the same manner as hours driven during the
6 regular school year.
- 7
- 8 8. Available drivers on the active summer list will be used first as substitutes; then
9 the most senior drivers on the sign-up sheet, who have not been assigned a
10 summer program, will be used to substitute.
- 11
- 12 9. A regular substitute bus driver is not eligible for summer work unless the route
13 is not filled by a regular bus driver.
- 14
- 15 10. An employee shall receive a minimum of three (3) hours of work for any day the
16 driver does continuous work and four (4) hours of work for any day the driver
17 works a split day.
- 18
- 19 11. An employee shall be allowed fifty (50) minutes per day for key pick up,
20 paperwork, pre- and post-trip inspection as per CDL requirements, safety check,
21 warm up and servicing, minor cleaning of buses and fueling.
- 22
- 23 12. An employee who becomes ill or eligible to use sick leave under the State
24 Family Care Act during the summer vacation months while assigned to drive a
25 bus for a District program will be allowed to draw on his/her sick leave balance,
26 if any, to cover the period of illness. A driver may be required to produce
27 medical certification verifying absence due to illness or injury.
- 28
- 29 An employee may earn one day of sick leave each month for work in July and
30 August provided said employee works a minimum of 100 hours per month
31 during July and/or August in a District program. The sick leave earned will be
32 added to the employee's accumulated sick leave balance.
- 33
- 34 13. This section is the only section of the Agreement applicable to summer work.
- 35

36 **Section 20. Seniority**

- 37
- 38 1. Regular Bus Driver Seniority:
- 39
- 40 Seniority, according to this Agreement, shall consist of the continuous service as
41 a regular bus driver or driver dispatcher or field trip coordinator in the District.
- 42

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

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

9
10 The seniority list shall be brought up to date each year on October 1 and posted
11 in a conspicuous place. In the case of a job opening or vacancy, the opening
12 shall be posted for five (5) work days and a copy of the posting sent to the
13 Union so that interested employees may submit a written bid for the position.

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

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

25
26 2. Substitute Bus Driver Seniority:

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

32
33 **Section 21. Bidding for Routes**

34
35 For the 2007-08 school year routes will be posted, bid and signed for by seniority
36 prior to the start of the school year. The results of the bid will be effective the first
37 student day of the new school year.

38
39 The second route bid will be posted and bid the week prior to the first payroll period
40 in November. The route bid will be effective the first working day of the first payroll
41 period in November. The District will include all available trips to a bid route at the
42 time of posting. Following the November bid, routes will be bid on the week prior to
43

1 the sixtieth school day following the November bid effective date. Results of the bid
2 will be effective on the sixtieth school day.

3

4 For the 2008-09 and 2009-10 school years, the parties will utilize a pilot program of a
5 two bid system: routes will be posted, bid and signed for by seniority prior to the
6 second payroll period in October. The results of the bid will be effective the first
7 working day of the second payroll period in October.

8

9 The second route bid will be posted and bid the week prior to the first payroll period
10 in February. The route bid will be effective the first working day of the first payroll
11 period in February. The District will include all available trips to a bid route at the
12 time of posting. Routes bid in February will stay in effect through the first bid period
13 the following October. Routes established between bid periods shall be open to bid
14 by all drivers. If the parties mutually agree that there is a substantial change in routes
15 between bids, the parties may schedule an additional bid.

16

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

20

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

24

25 Any employee who has been absent more than twenty (20) consecutive work days is
26 not eligible to bid unless the District and Union mutually agree to allow said
27 employee to bid.

28

29 Any new bid route not available at the time of bidding will be posted for bid for the
30 next scheduled bidding.

31

32 Hours on which a driver bids are assigned to that driver until the next bid period
33 unless the driver is not working the assigned hours and refuses to perform additional
34 work to bring the driver at or near the assigned hours. In the event the driver refuses
35 such additional work, the hours the driver is assigned and pay will be reduced to
36 hours actually worked.

37

38 Drivers who have ten (10) years or more of regular permanent service, according to
39 the seniority list, will be assigned forty (40) hours per week. The number of drivers
40 assigned forty (40) hours will not exceed fifty (50) percent of the actual number of
41 regular permanent drivers on routes. The forty (40) hour per week assignment is only
42 valid as long as the overall workload supports such a level of assignment and
43 payment. Should a driver, who is assigned forty (40) hours per week and not working

44

1 forty (40) hours per week, refuse an assignment that would bring the driver at or near
2 forty (40) hours per week, the number of hours paid will be reduced to hours actually
3 worked that week. If there is an additional driving assignment or assignments
4 available to bring a driver at or near forty (40) hours per week, a driver may not refuse
5 a driving assignment(s); office or other work assignments will only be offered if there
6 is no other driving work available. The District will not discriminate or show
7 favoritism and will rotate the additional assignments amongst the drivers.

8
9 However, if a driver who is eligible for a forty (40) hour per week assignment,
10 chooses to bid on a route of fewer hours (e.g., thirty-five (35) hours per week), then
11 that driver will be paid the lower number of hours. Drivers must bid on routes of at
12 least thirty-nine (39) hours per week in order to be assigned forty (40) hours per week
13 unless this amount is not available. In that instance, the driver must bid on the route
14 with the next highest hours available. As work becomes available, assignments will
15 be made to the drivers to bring them to forty (40) hours, according to the seniority list
16 and driver time availability to complete the new work.

17
18 Transportation management, however, reserves the right in emergency or exceptional
19 cases to assign work to any driver to assure the safety and well being of students or in
20 the best interests of the District.

21 22 **Section 22. Probation**

23
24 A regular bus driver shall serve a probationary period of sixty (60) consecutive
25 regular paid working days after employment as a regular bus driver. Regular
26 substitute bus drivers are on probation until successfully completing sixty (60)
27 consecutive regular paid working days as a regular bus driver.

28 29 **Section 23. Certification**

30
31 A bus driver must meet all requirements established by the State in order to be an
32 employee.

33 34 **Section 24. Layoff and Recall Procedure**

35
36 During the term of this contract, the District will not contract out transportation
37 services currently provided by District staff. This prohibition includes beginning the
38 feasibility study required in RCW 28A.400.285.

39
40 In 2004 the District will endeavor to exchange regular education bus routes in
41 Northeast Tacoma currently provided by District staff for homeless students and other
42 specialized transportation services currently provided by First Student, the District's
43

1 bus contractor. During the term of this contract, the District will assure that there is
2 no loss of hours or positions attributable to this trade of services.

3
4 During the term of this contract layoffs and reductions in hours will only be
5 implemented in the event that declining enrollment reduces the need for
6 transportation services currently provided by District staff; there are federal, state or
7 local funding losses that reduce services; or programs are reconfigured to reduce the
8 need for transportation services.

9
10 If reductions in positions or hours become necessary, the District will mitigate the
11 impact of the losses through the following means:

- 12
13 • Attrition
14 • Soliciting employees interested in leaves of absence or retirement
15 • Job sharing
16 • Other initiatives determined through discussions with the Union
17

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

20
21 Employees who are laid off will be placed on a layoff list. The District will offer
22 regular bus driver positions by seniority for rehire as openings occur; provided,
23 however, the employee is responsible for maintaining current certification. The
24 employee's previous hire-in date will establish the employee's seniority.

25
26 A person on the layoff list must notify the Human Resources Department of any
27 change in address or telephone number. A person who fails to notify the Human
28 Resources Department of a change will lose all recall rights.

29
30 A person on the layoff list who rejects an offer of employment as a regular bus driver
31 will be dropped from the layoff list and thereby loses all recall rights.

32
33 The District will notify an employee at least two (2) weeks prior to the effective date
34 of the layoff, provided the circumstances of the layoff are not beyond the control of
35 the District.

36
37 In the event that one or more employees is on approved leave, new employees will be
38 notified of the potential for layoff.

39
40 **Section 25. Discipline and Dismissals**

41
42 Discipline will be for cause. As such, an employee will not be disciplined for an
43 arbitrary or capricious reason. The extent of any disciplinary action will be in keeping
44

1 with the seriousness of the infraction. A process of progressive discipline will be
2 used. Progressive discipline includes oral warning, written reprimand, suspension or
3 termination as appropriate to the infraction. The employee will receive a copy of any
4 written reprimand.

5
6 An employee may obtain Union representation for any meeting that may result in
7 discipline for him or her. If representation is not available, the meeting will be
8 rescheduled to a mutually agreeable time.

9
10 The District agrees to act in good faith in the dismissal of an employee. Should the
11 Union present a grievance in connection with a dismissal or a demotion within the
12 timelines established in § 4, Grievance Procedure of such dismissal or demotion to
13 the Board, the dismissal or demotion shall be reviewed under the terms of the
14 grievance procedure.

15
16 All reprimands of employees shall be in writing. When an employee is terminated or
17 placed on suspension for disciplinary action, a written notice will be given the
18 employee with a copy sent to the Union Office, International Union of Operating
19 Engineers, Local 286.

20
21 In the case of alleged serious misconduct by an employee, the District may place the
22 employee on administrative leave with pay until the District completes its
23 investigation of the facts or may, at its discretion, place the employee on unpaid leave
24 when the employee has been alleged to have engaged in a serious offense that may
25 preclude the employee from eligibility to drive a bus. The District shall endeavor to
26 complete such an investigation in a prompt, thorough and efficient manner in order to
27 expedite final determination of whether disciplinary action is appropriate. If the
28 District's investigation does not produce sufficient evidence of guilt against the
29 employee, then the employee will, at the District's discretion, be returned to work or
30 placed on paid leave status until a final determination is reached.

31
32 In the event that an employee has been suspended for alleged misconduct, the
33 employee may request a meeting with the District's designated representative to
34 discuss the allegations; provided, however, the District may require subsequent
35 meetings(s) as part of the investigation process.

36
37 **Section 26. Leaves**

38
39 The District and Union agree to comply with the provisions of the Family and
40 Medical Leave Act of 1993, except that any provisions of the Agreement, or District
41 policies and procedures that provide benefits and protections beyond those of the Act
42 shall continue full force and effect.

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1. Leave With Pay

a. Sick Leave

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

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

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

An employee may earn one (1) 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.

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

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

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

(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.

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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 2.

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 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.

1 Annually, the Union shall conduct an election to determine whether the
2 employees will participate in a VEBA plan for cash out of sick leave at
3 retirement or separation from the District. The District will assist the
4 Union in distributing materials required for the vote. Should employees
5 elect to participate in the VEBA plan, the Union and District will follow
6 the state and federal law regarding the implementation of the program,
7 the eligibility for participation and the determination of cash out
8 payment amounts.
9

10 b. Workers' Compensation (Industrial Insurance)
11

12 (1) Any injuries or industrial illnesses received while at work must be
13 reported to the transportation office with the full history of the case on
14 accident report blanks, as they are covered by the State Workers'
15 Compensation Law. Employees are covered for the working days
16 included in the first three (3) calendar days after the day of the accident
17 from the employee's sick leave balance, if any. Employees receive free
18 medical aid for injuries on the job and may be treated by the physician of
19 the employee's choice.
20

21 (2) The appropriate payroll clerk(s) will automatically allocate accrued sick
22 leave for all working day(s) included in the first three (3) calendar days
23 following an injury, except that guaranteed paid holidays which fall
24 within the first three (3) calendar days following an injury will be paid as
25 holiday pay in lieu of sick leave for eligible employees in order to make
26 total pay equal to regular pay.
27

28 For absences extending beyond three (3) calendar days, the appropriate
29 payroll clerk(s) will automatically implement sick leave balancing to
30 make total pay equal to regular pay. In addition, when sick leave has
31 been exhausted, an employee may request in writing to use vacation pay
32 balancing. An employee may request in writing at any time that sick
33 leave not be used in order to make total pay equal to regular pay. Once
34 this request is implemented, the decision cannot be changed. Sick leave
35 used cannot be "bought back."
36

37 The intent is to enable the employee to draw full pay, but not more than
38 full pay, during the absence due to injury on the job.
39

40 (3) The District will continue to pay its share of the employee's health
41 insurance subsidy only each month during the first twelve (12) months
42

1 provided that the employee furnishes his/her share to the business office
2 each month by check made payable to the Sound Partnership.

3
4 (4) At the end of one (1) calendar year from the date of the injury, the
5 following applies:

6
7 (a) An employee who is not authorized to report back to work may
8 request a leave of absence in writing using the Request for Leave
9 Without Pay form provided by the District. The leave request is
10 subject to Board approval at its discretion.

11
12 (b) Said employee will be paid for all unused vacation pay earned.

13
14 (c) If said employee returns to active employment status with the
15 District, his or her remaining sick leave balance will be reinstated in
16 accordance with District policy.

17
18 (d) Group medical insurance benefits terminate; each employee must
19 arrange for COBRA benefits or for his or her own medical insurance
20 coverage, if desired.

21
22 (5) The District, at its discretion, may establish a light duty position for any
23 District employee who is on workers' compensation. The light duty
24 position is not subject to posting, bidding, etc. Any District employee so
25 assigned will not replace any current regular bus driver.

26
27 Twelve (12) months of benefits pursuant to Item 3 of this section are the
28 maximum benefits for an employee, unless said employee works thirty
29 (30) consecutive days of regular duties to restore eligibility for said
30 benefits.

31
32 An employee who has exhausted twelve (12) months of benefits
33 pursuant to this section and who returns to a light duty position shall
34 have the benefits of this section restored one month for each one month
35 of light duty work up to six (6) months at which time the full benefits of
36 this section shall be restored.

37
38 c. Bereavement Leave

39
40 The District will allow up to five (5) days of paid bereavement leave at the
41 time of death of any relative residing in the employee's household and/or the
42 following family members: spouse, domestic partner registered with the
43 TRUST or other government organization, mother, father, daughter, son,

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brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandmother, grandfather and grandchild.

The District will allow up to three (3) days of paid bereavement leave to attend or participate in family services in the event of the death of a sister-in-law or brother-in-law.

The District will allow one (1) day of paid bereavement leave for attendance at the funeral of an aunt, uncle, nephew or niece.

Extensions may be granted by the Executive Director of Human Resources, in extenuating circumstances. Bereavement leave is nonaccumulative.

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 nonaccumulative 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.

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

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

(1) Any employee who is a member of the Washington National Guard or of any organized reserve or armed forces unit of the United States shall be entitled to and shall be granted military leave of absence from his or her employment for a period not exceeding fifteen (15) days during each fiscal year.

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

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

g. Jury Duty and Subpoena Leave

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

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

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

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

2. Leave Without Pay

a. Parental and Adoption Leave

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

Parental leave shall begin at a time determined suitable by the female employee and her personal physician after consultation with Human Resources. Insofar as possible, leave shall begin at a time which is consistent with the orderly continuance of the program.

(2) When the leave commences, the female employee will indicate to the Human Resources Department the length of time she anticipates being on leave. An employee shall not be required to leave work during pregnancy but shall be allowed to work as long as she is capable of performing the duties of her job.

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- (3) If the employee indicates a desire to return to work within eight (8) calendar weeks after the birth of the child and has the approval of her personal physician, she may return to her previous assignment. Should the time exceed twelve (12) calendar weeks after the birth of a child, the female employee may return to the first available vacancy for which she is qualified.
- (4) 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.
- (5) 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.

1 c. Military Service Leave (Active Duty)

2
3 Any employee who volunteers or is inducted into active military duty shall
4 be considered to be on a leave of absence without pay for the period of such
5 service not to exceed five (5) years. Any employee who is recalled into
6 active military duty shall be considered to be on a leave of absence without
7 pay for the duration of recall. If the employee requests re-employment
8 within ninety (90) days of honorable discharge from such military service or
9 after having presented other proof of having satisfactorily completed service,
10 the employee shall be reinstated and restored, as nearly as existing
11 circumstances permit, to the position previously held or to a position of like
12 seniority, status and pay. Provided, that the District need not re-employ such
13 person if circumstances have so changed as to make it impossible,
14 unreasonable, or against the public interest for the District to do so; provided
15 further, that this section shall not apply to a temporary position.
16

17 If a person is not qualified for his or her former position as a result of
18 disability sustained during service, but is nevertheless qualified to perform
19 the duties of another position, under the control of the District, the employee
20 shall be re-employed in such other position; provided, that such position
21 shall provide like seniority, status and pay, or the nearest approximation
22 thereto consistent with the circumstances of the case.
23

24 d. Other Leaves

25
26 Leaves of absence without pay not to exceed one (1) year may be granted:

- 27
28 (1) To an employee for the purpose of recuperation (recommended by the
29 employee's personal physician and the Superintendent).
30
31 (2) The Board may grant leave for a specific purpose recommended by the
32 Superintendent.
33

34 Leaves of absence without pay may be renewed for a second (2nd) year.
35

36 **ARTICLE V. REGULAR SUBSTITUTE BUS DRIVERS**

37
38 **Section 27. Substitute Bus Driver Provisions**

39
40 A regular substitute bus driver shall have the rights of the following sections of this
41 Agreement:

- 42
43 1. Rights of the Board
44 2. Definitions

- 1 3. Recognition and Unit Designation
- 2 4. Grievance Procedure
- 3 5. Negotiation Procedures
- 4 6. Union Security
- 5 7. Wages (item 2 does not apply)
- 6 8. Hours of Work (item 5 does not apply)
- 7 12. Travel Allowance
- 8 13. Damage to Vehicle
- 9 15. Program Procedures
- 10 17. Additional Assignments
- 11 18. Sport and Field Trips
- 12 20. Seniority, subsection 2 only
- 13 22. Probation
- 14 23. Certification
- 15 25. Discipline and Dismissals
- 16 30. Agreement Clause
- 17 31. Savings Clause
- 18 32. Copies of Agreement Clause
- 19 34. Duration

20
21 The sections of the collective bargaining Agreement listed above shall apply to
22 regular substitute bus drivers unless a provision therein specifies that it is applicable
23 to regular bus drivers. Those sections of the collective bargaining Agreement which
24 are not contained in the listing do not apply to regular substitute bus drivers.

25

26 **Section 28. Substitute Bus Driver Performance Appraisals**

27

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

35

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

39

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

44

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

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

18
 19 Nothing in this section precludes the District from taking disciplinary action at any
 20 time, including, but not limited to, that time identified as the period of the time
 21 delineated during the progress review for demonstration of acceptable performance as
 22 specified in number 5 above.

23
 24 **ARTICLE VI: 12-MONTH BUS DRIVER PROVISIONS**

25
 26 **Section 29. Twelve Month Bus Driver Rights**

27
 28 Twelve-month bus driver employees shall have the rights of the following sections of
 29 this Agreement with the exceptions so noted:

- 30
- 31 1. Rights of the Board
- 32 2. Definitions
- 33 3. Recognition and Unit Designation
- 34 4. Grievance Procedure
- 35 5. Negotiation Procedures
- 36 6. Union Security
- 37 7. Wages
- 38 Item 1.
- 39 Item 2. Add: Twelve-month employee will qualify for a service increment
- 40 for 115 or more days worked and/or paid days of leave performed
- 41 between September 1 and the following August 31 annually. The
- 42 service increment is effective the following September 1.
- 43 Item 6. Add: Twelve-month employee will be paid at time and one half rate
- 44 of pay for all work in excess of forty (40) hours per week. Overtime

- 1 which is not authorized in advance by the Director or designee will
2 not be compensated.
- 3 Item 7. Add: When a twelve-month employee is required to work on a paid
4 holiday, the employee shall receive double time for the hours
5 actually worked.
- 6 Item 8.
- 7 8. Hours of Work
- 8 Item 1.
- 9 Item 2. Additionally, twelve month bus driver employees shall receive a
10 minimum of two (2) hours pay if called back outside of their regular
11 shift.
- 12 Item 8.
- 13 9. Holidays
- 14 Add: Twelve-month employees are guaranteed the same twelve (12)
15 paid holidays plus the Fourth of July as authorized (total of 13 days).
16 Days as designated on the 12-month authorized work schedule.
- 17
- 18 The rest of this section does not apply to twelve-month employees.
- 19 10. Vacation
- 20 Item 1. Add: Vacation will be earned at the rate of 1 hour vacation pay for
21 every 11.5 hours of straight time worked during the authorized work
22 year.
- 23
- 24 Up to a maximum of fifteen (15) days of vacation may be deferred
25 annually. Vacation days earned by August 31 must be taken by the
26 following August 31.
- 27
- 28 In the event an employees' vacation balance on August 31 exceeds
29 the negotiated limit, the employee and his/her supervisor will submit
30 a plan for utilization of the excess balance by December 31. The
31 plan will be submitted to the Human Resources Department on or
32 before September 1 annually.
- 33
- 34 All vacation requests must be approved in advance by the Director or
35 designee.
- 36 11. Insurance Benefits
- 37 12. Travel Allowance
- 38 13. Damage to Vehicle
- 39 14. Payroll Deductions
- 40 Item 1.
- 41 Item 2.
- 42 Item 3. Add: The District will pay twelve-month employees in twenty-four
43 (24) Installments on or before the 5th and 20th of each month.
- 44 Item 4.

- 1 15. Program Procedures
- 2 Item 1. Add: A twelve-month employee may be required to drive, as needed.
- 3 Driving time will be considered work time and paid as part of their
- 4 normal workday.
- 5 Item 3.
- 6 Item 4.
- 7 Item 5.
- 8 Item 6.
- 9 16. Personnel Files
- 10 20. Seniority
- 11 22. Probation
- 12 23. Certification
- 13 24. Layoff and Recall Procedure
- 14 Add: If the driver dispatcher or field trip coordinator position is
- 15 eliminated, the incumbent will have a right to move back into a
- 16 regular bus driver position based on his/her seniority.
- 17 25. Discipline and Dismissals
- 18 26. Leaves
- 19 Item 1. Leaves With Pay
- 20 Add to (a) Sick Leave: At the beginning of each fiscal year, twelve-
- 21 month employees will be credited with twelve (12) days of sick
- 22 leave.
- 23 Item 2. Leaves Without Pay
- 24 Item 3. Attendance Incentive Program
- 25 30. Agreement Clause
- 26 31. Savings Clause
- 27 32. Copies of Agreement Clause
- 28 33. Labor Management
- 29 34. Duration Clause

30
31 Those sections of the Agreement which are not contained in the above listing do not
32 apply to twelve-month bus driver employees.

33

1 **ARTICLE VII. FURTHER PROVISIONS**

2
3 **Section 30. Agreement Clause**

4
5 This Agreement expressed herein in writing constitutes the full and complete
6 agreement between the Board and the Union and shall supersede any rules,
7 regulations, policies, resolutions or practices of the District which shall be contrary to
8 or inconsistent with its terms.

9
10 **Section 31. Savings Clause**

11
12 If any provision of this Agreement or any application of this Agreement to any
13 employee or group of employees should be found contrary to law, then such provision
14 or application shall not be deemed valid and subsisting except to the extent permitted
15 by law, but all other provisions or applications shall continue in full force and effect.

16
17 If the District would be in violation of State law or would incur any penalty or
18 decrease in State support as a result of the compensation and benefits provided herein,
19 provisions of this contract affected by the ruling shall be reopened and the District
20 and the Union shall renegotiate the provisions in accordance with the law.

21
22 **Section 32. Copies of Agreement Clause**

23
24 Copies of this Agreement shall be printed at the expense of the District. A copy of
25 this Agreement will be provided to the Union and to each regular employee covered
26 by this Agreement no later than forty-five (45) days after signature by the parties.

27
28 **Section 33. Labor Management**

29
30 Labor/Management Committee: At least quarterly, or at the written request of either
31 the District or the Union, Labor/Management meetings shall be held, with no loss of
32 pay to the employees, at a time mutually agreed upon. Items for discussion shall be
33 submitted by the parties to determine the agenda. The purpose of these meetings shall
34 be to resolve problems prior to them being reduced to writing as a grievance, to
35 discuss any other problems or concerns that effect the bargaining unit, and to provide
36 an opportunity to discuss improvements to the transportation program.

37
38 In no event can agreements reached in Labor/Management abridge, add to, or subtract
39 from the collective bargaining agreement. The union shall select up to three (3)
40 employee representatives to the Labor/Management Committee who will serve for the
41 duration of the agreement. The Director of Transportation and the Assistant Director
42 of Transportation shall represent the District. The Director of Labor and Legislative
43 Relations may be present at the meetings at the request of either party. In order to
44 assure open communication, there shall be no adverse impact nor shall there be any

1 retribution for any employee as a result of participation in the Labor/Management
2 Committee.

3

4 **Section 34. Duration Clause**

5

6 The terms and conditions of this agreement shall remain in effect until August 31,
7 2010. Sections may be reopened with the mutual consent of the parties. In the event
8 of a levy failure or significant reduction in state revenue, the District may reopen
9 specific sections of the agreement impacted by the revenue loss.

1 AGREEMENT

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3
4 This Agreement is made and entered into by and between Tacoma School District
5 No.10 and the International Union of Operating Engineers, Local 286 (Bus Drivers).
6

7
8 Tacoma School District No. 10
9

10 _____
11
12
13 President

14
15
16 _____
17 Date
18

19
20 International Union of Operating
21 Engineers Local 286 (Bus Drivers)
22

23
24
25 _____
26 Business Manager
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28
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30
31 _____
32 President
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36 _____
37 Business Representative
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40 _____
41 Date

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APPENDIX 1. 2007-08 BUS DRIVER SALARY SCHEDULE

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APPENDIX 2. LETTER OF REQUIREMENT

(DATE)

Dear _____,

This memorandum 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)

c: Personnel File