

**Collective Bargaining Agreement
Between
Ferndale School District 502
and
General Teamsters Union Local No. 231**



September 1, 2019 – August 31, 2022

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THIS AGREEMENT, MADE AND ENTERED INTO THIS 1st day of September, 2019 by and between FERNDALE SCHOOL DISTRICT No. 502 and GENERAL TEAMSTERS UNION LOCAL #231.

GENERAL PURPOSE

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

ARTICLE I – UNION RECOGNITION AND SECURITY

1.01 The employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining, for any and all employees of the Employer employed as school bus drivers, mechanics, delivery drivers, and warehouse persons.

Additionally, the Employer recognizes the Union as exclusive bargaining representative for all substitute drivers who have driven for either 20 consecutive days in the same assignment or for 30 intermittent days in a calendar year period (September to June).

Substitutes have limited appeal rights. They have the right to grievance but not arbitration.

The only rights in the collective bargaining agreement pertaining to such represented substitutes are the following:

Articles I, II, IV, V, X, XI, XII, XIII, XIV, and XV

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

1.03 For individuals who certify in writing that they authorize such deductions, Union initiation fees, monthly dues, and assessments shall be deducted from the employee's pay and remitted to the Secretary-Treasurer of Teamsters Union Local 231. Accompanying said monies will be a list of employees and the amounts to be credited to their accounts. The Union will promptly furnish the District written notification from an employee who revokes consent of the deduction of the Union initiation fees and dues. Once notified, the District will stop deducting initiation fees and dues.

1.04 No employee shall be discharged or discriminated against for upholding Union principles and any employee working under instruction of the Union or who serves on a committee may do so without losing their position and without being discriminated against for such activity.

1.05 Unless otherwise provided herein, no employee shall suffer a reduction in wages or conditions as a result of adoption of this agreement.

1.06 The District will provide the new employee thirty (30) minutes of paid time during the employees regular working hours for the purposes of presenting information about the bargaining unit and Union membership at a time mutually agreed upon by the employee and the Union Representative. The Union will decide who will be allowed to attend this new hire orientation. This shall generally occur within the first two (2) weeks of an employee's date of hire but in no instance later than ninety (90) calendar days.

ARTICLE II – UNION MANAGEMENT RELATIONS

2.01 All collective bargaining with respect to wages, hours and other working conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.

ARTICLE III – SENIORITY

3.01 The principles of seniority (length of service) shall govern in cases of layoff for lack of work and for rehire when work becomes available; provided such employee is capable of performing such work. In the promotion of employees, when filling all bus routes whenever any vacancies occur and, under certain circumstances, after permanent run times have been established as per Section 4.07, seniority shall apply if an employee is qualified and capable of performing the work.

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

3.03 A driver will earn a year of service for each school year they work or are compensated for 120 days. Time on L & I, FMLA and/or an approved paid leave of absence will also count towards a Driver's 120 days.

ARTICLE IV – WORK SCHEDULE

4.01 (a) All hours worked over eight (8) in any one day or over forty (40) in any one week shall be paid for at the rate of time and one-half the employee's regular rate of pay.

(b) All employees who may be recalled to duty on Saturday, Sunday, or holiday shall be guaranteed two (2) hours minimum pay at the rate of time and one-half.

(c) Employees who are recalled to duty following completion of a regular school bus run (completion of contracted time) shall be guaranteed a two-hour minimum.

(d) Annual piece routes shall initially be bid at the in-service. Drivers who bid on annual pieces may only bid on one annual piece per year. If no other driver is interested in an annual piece after it has been bid on the first go-round, a driver already given an annual piece may bid on that additional time as long as that driver's combined route does not exceed eight (8) hours per day.

(e) Annual piece routes are defined as mid-day, pre-school mid-day, activity run and mail run and guaranteed a one and one-half (1 ½) hour minimum for at least four (4) days a week and shall be bid based on daily route times. The period between the end of the driver's regular am/pm run and commencement of the annual piece shall be considered on-duty time if the driving time starts one (1) hour after the am/pm route is completed. The driver shall qualify for time and one-half as outlined above in 4.01(a).

4.02 All regular part-time, nine month employees will be employed for twenty (20) hours or more per week. In the event of split shifts, they shall be guaranteed a minimum of two (2) hours for each tour of duty. The minimum includes the combined time of the am/pm route. The router will make every effort to establish- a minimum of six (6) hour routes.

4.03 Employees shall be paid for all Employer-scheduled on-duty time including warm-up and cleanup of vehicles. Pay shall start when an employee is required to report for duty (as detailed in Section 12.01).

4.04 If significant route modifications occur during the school year and warrant reductions or increases in the permanent run time, the Director of Transportation will work with individual drivers and a union representative to determine a solution that maintains the driver's minimum contract time.

4.05 Temporary Student Ridership (TSR) Students temporarily assigned to a route while determining the best placement, shall be assigned for not more than thirty (30) school days at which time the District will contract the time. The District will post the student's start date and bus selected on a TSR.

4.06 Snow, road closures and detours may warrant valid temporary increases in employees' hours of work.

4.07 The annual salary of bus drivers shall be computed for the school year on the basis of the total expected hours of work per day plus vacation and holiday benefits due and shall be paid in twelve (12) equal installments.

4.08 The Employer shall furnish a bond for the coverage of any employee who is required to administer first aid in the line of the employee's daily scheduled duties and said bond will cover all extra field trips also.

4.09 All accidents must be reported directly to the Director of Transportation prior to the end of shift when the accident occurred. The Advisory Committee will develop and implement a process for review of accidents and incidences. This review process will include a means to investigate an incident or accident, communication to the driver(s) involved, and a process for prevention of further accidents and incidents.

4.10 Mandatory Meeting- Drivers attending a mandatory meeting or training session, as defined by the District as everyone present, will be paid a one (1) hour minimum. A minimum of twelve (12) hours of training will be provided to members each school year. In the event that a special driver meeting is called outside of the normal weekly Wednesday meeting, drivers will be paid for time of attendance rounded to the highest quarter hour. All employees must notify the Director of Transportation or designee within five (5) days prior to the meeting regarding an excused absence from the meeting. The dates of the mandatory meeting will be provided at In-Service. Mandatory meetings will focus on professional development arranged through the Director and District.

(a) Advisory Committee will meet prior to the last day of the school year to discuss, develop and implement professional development needs for the following year.

4.11 Establishing and Filling Vacant Routes

(a) The District will establish all routes and corresponding guaranteed route times prior to in-service and will send this information to Drivers (through e-mail). The District and Union agree that most AM/PM routes have historically been around six (6) hours a day and the District will strive to maintain this practice. All routes and all annual pieces will be bid on at the drivers' In-Service meeting, by seniority order, held prior to the start of a new school year. The guaranteed times bid on at in-service are guaranteed for the school year (except temporary riders). These bids are driver's assignment for the school year.

(b) Guaranteed time means that the District will pay Drivers not less than that time. Students considered temporary riders may not be included in the guaranteed time. Guarantee time may differ from a Driver's contracted time.

(c) If more than six (6) routes increase/decrease in guaranteed time by more than thirty minutes from the time that was bid on at the in-service meeting and can't be fixed within thirty (30) school days from the start of school, all routes will be re-bid.

(d) During the school year routes that are created or vacated will be offered in seniority order to a driver (who already bid on a route) only if that Driver would gain

more than thirty (30) minutes of guarantee time prior to the end of the first semester. Beginning the first day of the second semester, only if a driver would gain an hour or more would they be allowed to bid on a vacated route. Annual pieces that are vacated will be awarded to the most senior Driver that does not have an annual piece as long as the additional time does not cause the employee to go into overtime.

(e) The Director of Transportation will work with individual drivers and a union representative to mitigate the time impacts to any routes that have changed significantly.

(f) The driver awarded a route will take the route the next school day (am).

4.12 Daily Availability. The Daily Availability list is used to award work not currently assigned for that day. Each day drivers must mark the periods (i.e. am, mail, midday, pm) they want to be considered for work by 7:59 am on the Daily Availability List. If Drivers fail to sign-up they will not be considered. Dispatch will start to assign work off the daily availability at 8:00 am.

Assignments off the Daily Availability List will go to the most senior Driver who does not go into overtime or have an assignment for that time. If all Drivers will go into overtime or has an assignment, then it will go to the most senior driver who signed-up that does not currently have an annual piece during the time period of the run.

Field Trips not assigned for that day will also be awarded off the Daily Availability List. Drivers will be eligible for one pick off the Daily until all people who have signed up for the day have been awarded work. Drivers in the Ski School program (during the program) will only be awarded field trips off the Daily if no other Drivers have signed up.

4.13 Field Trips. Trips will be assigned on a rotating seniority basis as outlined below. All known trips for the next fourteen (14) days (from Thursday to Thursday) will be presented to the eligible Drivers on each Tuesday morning by 7:00 am. Drivers who are next in rotation must be ready to select/pass on a trip(s) Tuesday. If an individual has not selected/passed on a trip by Wednesday at 10 a.m.(unless they are unavailable because they are performing bargaining unit work), the next person present on rotating seniority may select/pass, etc. down the line. If Driver(s) are working they can give a proxy for bidding in writing. A driver who is eligible for trip selection but does not select a trip by the next week's rotation will have been considered passed for that rotation. If there are more trips than one full rotation, again on Wednesday morning by 7:00 a.m. the remaining trips will be assigned through rotating seniority order until Thursday 10:00 a.m. then individuals who have not selected in rotating seniority order will have been considered selected/passed.

(a) Starting the first day of in-service, in rotating seniority order, each driver will choose/pass on one (1) trip.

(b) This process will continue through rotating seniority order until all but two (2) trips have been assigned. A driver in rotation may select one of the two remaining trips, but if they pass, they will remain at the top of rotation for the next week's selection.

(c) When there are only two (2) trips remaining the rotating selection process will be considered stopped, a notation will be made on the field trip selection roster as to the last driver who was awarded a trip. If multiple buses go to the same location at the same time, they will be considered the same trip.

(d) The two (2) remaining trips will be put on the board for interested driver(s) to sign up. Trips will be awarded to the driver on the sign-up sheet highest in the rotating seniority order. Trips will be posted for twenty-four (24) hours. If a driver is awarded a trip it will be noted that they had their trip selection for that rotation.

(e) The process will continue week to week on a rotating basis.

(f) Under special circumstances, driver(s) can apply in writing to the Director of Transportation to select a trip out of order to accompany a family member or other special event. If a driver does it will be noted that they were awarded a trip for that rotation. Only Monday-Friday field trips will be considered. This request is not guaranteed and is at the discretion of the Director of Transportation.

(g) Extra work that has been traditionally assigned (and not bid) to Drivers due to a certain skill set, like the Washington State Patrol inspection, and the work is not known ahead of time, will not be considered a bid during that rotation. The inspection will count as a rotation if it is performed during the summer.

(h) Alternate ski school drivers will be in rotation from the beginning of the school year. If an alternate ski school driver takes a mountain trip, it will be noted that they were awarded a trip selection for that rotation. It is the Driver's responsibility at the end of the ski school program to inform Dispatch, in writing, five (5) school days in advance of being placed in rotation, when they want to start being included in the selection process again.

(i) Field trips that are received after the selection process begins, but depart that week, will be timed, dated (as to time/date received) and posted on the board for interested drivers to sign up. Trips will be awarded to the driver on the sign-up sheet highest in the rotating seniority order. If a driver is awarded a trip that was posted, it will be noted that they were awarded a trip selection for that rotation. Trips that are received after the selection process begins, but depart the following week, will be included in next week's selection.

(j) Field Trips that are last minute emergency trips (that are received in transportation the day of departure) and unassigned trips that depart that day will be assigned using the Daily Availability List and the drivers will not be considered as to have been awarded a trip for that rotation. Ski school program drivers will also be considered eligible for taking an emergency trip off the Daily Availability List if no other drivers have signed up.

(k) Driver(s) can inform Dispatch that they don't want to be in the field trips rotation and a "X" will be placed by their name and they will be automatically passed. It is the Driver's responsibility to inform Dispatch, in writing, five (5) school days in advance of being placed in rotation, when they want to start being included in the selection process again. A form for Drivers to decline field trips will be passed out at during in-service.

(l) Once a trip has been assigned to a driver, drivers cannot trade trips amongst themselves. If a driver turns a trip back in they will lose that selection for that rotation, but it does not exclude the Driver from further selection if the rotation is still open (limited to one occurrence per rotation).

(m) If a Field Trip is cancelled, drivers will be placed back into the rotation order for field trip selection. When two trips are cancelled re-picking trips goes in order of the first cancelled trip to the last cancelled trip. It does not go in seniority order. In addition, if multiple buses are assigned to one trip and one bus is cancelled the Driver who selected the trip first will keep the trip.

(n) If a trip which was cancelled is rescheduled, the driver who originally picked that trip will be allowed to drive that trip. If the Driver is unable or unwilling to drive the trip it will be considered a cancelled trip.

(o) On an emergency basis, when all regular Drivers are working, all qualified transportation employees will be able to take field trips. (Note: see 12.04).

(p) Positions such as routers, mechanics, dispatchers, etc., when not performing duties will be able to sign up for field trips (example: an afternoon take) and be awarded per the rotations order. They will receive Driver classification pay.

(q) New Hires will be included in field trip selection process when the next rotation process occurs.

4.14 Overnight trips shall be paid for at the rate of eight (8) hours per day or actual driving time, whichever is the greater, plus lodging and meals. Meals shall be reimbursed for Saturdays, Sundays and holidays and all weekday trips of eight hours or more.

4.15 Cancellation of Field Trip- If a field trip is cancelled due to inclement weather or some other emergency situation, the driver assigned with the trip will be given the next field trip opportunity as it comes up. If a driver is given less than two hours notification of a cancelled field trip, they shall receive one and one-half hours pay.

When a driver has been assigned a field trip, but a substitute driver is not available to take the driver's regular run the day of the trip, and the trip has thus been removed from the field trip list, that driver shall receive two (2) hours' pay in addition to his/her regular driving route paid time for the day.

4.16 Ski School- Before the beginning of the school year the District and Union will reevaluate the number of drivers who will be placed in rotation for the Ski School program.

Drivers who are interested in becoming a Ski School driver (regular or alternate) must sign up during In-Service. Drivers must be qualified. Qualifications for the position are the Understanding of:

1. Mountain road signs.
2. Ability to secure snow chains on a school bus without assistance (one axle or both).
3. Proven ability to drive and gear down under snow and icy conditions in mountain terrain.
4. Use of transmission on long mountain grades.
5. General knowledge on different uphill and downhill grade percentages and mountain road conditions.

6. Actual hands on mountain grades, applying classroom knowledge to the use of brakes and transmission.

It is also understood that Drivers who have previously driven for the District's Ski School program may be required to complete a ride-along. Drivers shall be guaranteed two (2) hours minimum pay and paid at the rate of time and one-half. The Director will make the final determination in the selection process.

(a) Regular Ski School driver rotation will be as follows: Each regular Ski School driver will sign up for a week at a time by seniority order until all weeks are accounted for. If one of the scheduled Ski School regular drivers cannot make their assigned trip then the senior alternate driver will replace them for that trip. Alternate Ski School drivers will also be assigned trips in rotation. In addition, Alternate Ski School drivers will be allowed to take regular field trips. The Regular Ski School driver's name will be placed into the regular field trip rotation and hours recalculated at the end of the program if they have less. Drivers may switch weeks with the Director of Transportation approval if the total number of trips remains equal.

4.17 The Director of Transportation (or designee) will determine who is qualified to perform the Washington State Patrol Inspection and who will get the extra work.

ARTICLE V - EQUIPMENT

5.01 (a) An accurate account of the employee's hand tools to be used shall be made and agreed on by the supervisor and the employee at the beginning of each school year.

(b) In case of fire or theft, the Employer agrees to replace stolen or damaged tools of the mechanics, and further agrees to provide additional tools in order for the employee to perform the most efficient service provided sufficient budgeted funds are available, as determined by the Employer.

5.02 Coveralls are to be provided for mechanics and maintained by the Employer.

5.03 The Employer agrees to pay up to one hundred and fifty dollars (\$150.00) each year for each mechanic for the purchase of safety boots. The employee shall provide proof of purchase upon request of Employer.

ARTICLE VI – HIRING OF EMPLOYEES AND NOTIFICATION

6.01 Neither the District, nor the Union, shall discriminate against any employee subject to this Agreement based on race, color, religion, creed, gender, age, national origin, marital status, sexual orientation including gender expression or identity, veteran status, or physical, mental, or sensory disability, the use of a trained guide dog or service animal by a person with a disability, or honorably-discharged veteran or military status or any other basis prohibited by law the duties of which may be performed

efficiently by an individual without danger to the health or safety of the physically disabled person or others.

6.02 A list of employees shall be furnished by the Employer to the Union upon request not more often than two (2) times in any one (1) school year.

6.03 Union representatives shall be allowed to make calls on the premises of the Employer in order to check with members, employees and Employer representatives, at a time that will not take the employee from the work the employee is assigned to complete.

ARTICLE VII – PAID HOLIDAYS

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

- | | |
|-------------------------------|--|
| 1. **Labor Day | 7. New Year's Day |
| 2. Veterans Day | *8. The Day Before or After New Year's Day |
| 3. Thanksgiving Day | --the actual day to be designated by the |
| 4. The Day after Thanksgiving | Superintendent |
| 5. Christmas Day | 9. Martin Luther King Day |
| 6. The Day Before or After | 10. President's Day |
| Christmas – the actual | 11. Memorial Day |
| day to be designated by | **12. Independence Day |
| the Superintendent | |

* This holiday applies only to annual employees.

* *Applicable only to employees who are assigned routes at the time of the holiday.

Employees working less than full-time but more than twenty (20) hours per week shall receive pay for these holidays that fall at a time when they are employed. Pay shall be on a prorated basis. If employment is terminated, pay for holidays will be prorated.

7.02 Holidays that fall on Saturday shall be observed on the previous Friday, or eligible employees shall receive an extra day's pay in lieu thereof. Holidays that fall on Sunday shall be observed the following Monday, or eligible employees shall receive an extra day's pay in lieu thereof.

ARTICLE VIII – PAID VACATIONS

8.01 Vacation pay shall be based on the number of hours worked per day and the number of months worked per year.

8.02 Employees completing one (1) year of employment shall receive ten (10) days vacation with full pay. At completion of five (5) years of service, employees shall be

granted fifteen (15) days vacation with full pay. At completion of fifteen (15) years of service, employees will be granted twenty-two (22) days vacation with full pay.

Accumulated vacation shall be paid to the employee at time of termination in their final pay advice.

8.03 Vacations shall be scheduled beginning one (1) week following the close of school and end two (2) weeks prior to the beginning of school as approved by the employee's supervisor. Some vacations may be scheduled other periods of time as approved by the supervisor.

8.04 Upon approval of the Transportation Director, employees may carry over up to (5) five days of unused vacation into the subsequent year.

ARTICLE IX – HEALTH AND WELFARE

9.01 Until employees are transitioned to insurance provided by the School Employees Benefits Board (SEBB) on January 1, 2020, insurance benefits shall be provided as described in the 2016-2019 Collective Bargaining Agreement.

9.02 Beginning January 1, 2020 Ferndale School District will begin participation in the SEBB established under RCW 41.05.740. Rates, coverage and eligibility will be determined by the state Health Care Authority.

ARTICLE X – RULES AND PROCEDURES

10.01 Reasonable rules, procedures and regulations for smooth operation of bus service and maintenance shall be set forth by the Employer. Prior to the finalization of such rules, procedures or regulations, the Union shall have opportunity to discuss same with the Employer.

10.02 The District retains and reserves unto itself, all powers, rights, authorities, duties, and responsibilities conferred upon it and vested into it by the statutes of the State of Washington and the State and Federal Constitution. The exercise of these powers, rights, authorities, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices and furtherance thereof, in the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent that specific and express terms are in conformance with law.

10.03 General Statement: The District's testing program for alcohol and controlled substances for transportation employees as required by the FMCSA shall be in compliance with appropriate federal regulations which apply to commercial driver's licenses and safety-sensitive functions.

(1) Specific Understandings:

A. The parties acknowledge that Department of Transportation/FMCSA regulations, and District Board Policy 5260 and accompanying administrative procedures, shall govern the administration of the testing program.

B. The privacy of tested employees shall be safeguarded in a manner consistent with the federal requirements of the testing program.

C. Drivers who violate the prohibitions of Section II, or who test positive for alcohol or controlled substances are subject to disciplinary action up to and including termination without prior warning. An employee shall have the right to use the grievance/arbitration procedure to challenge any aspect of the testing procedures. Substitute drivers can follow the grievance procedure, but not arbitration.

D. The testing program does provide for consequences for alcohol test results showing a reading between .02 and .04. These include that the employee shall not be permitted to drive until the start of the employee's next regularly scheduled duty period, but not less than 24 hours following the administration of the test. Any time missed as a result of this occurrence shall be accompanied by a loss of pay for the employee. Further, disciplinary action or intervention or other prescriptive action may be taken for such a test result, especially for multiple occurrences of testing within this range of .02 and .04.

E. The parties agree that compliance with testing requirements is a condition of employment. Any refusal to submit to a test (as defined in District Board Policy 5260 and accompanying administrative procedures) shall be deemed a positive test and handled accordingly.

Adulteration of a sample will be considered a refusal to test, a deliberate obstruction to the testing, and subject to immediate suspension without pay and recommendation for termination.

F. The District will consider the employee on District-paid time for time spent directed to participate in the testing program when the test is a "random" or "for cause" (reasonable suspicion, post accident, return-to-duty, and follow-up) tests. Any required documentation to substantiate the employee's time for such testing shall be completed by the employee as directed.

G. The costs for "random" and "for cause" testing shall be borne by the District. All other tests (pre-employment, return-to-work, and follow-up tests, as well as any employee's requested test of split samples) shall be the individual's cost (an exception is when the split sample test comes back negative). All tests, with the exception of the split sample, must be done through the District-designated laboratory.

H. Any required assessment and/or subsequent treatment by the employee shall be at the employee's expense.

I. If the terms or conditions of the testing program are modified due to changes in the DOT and FMCSA regulations, the changes will be discussed with appropriate Union prior to formal policy or procedure adoption/revision.

ARTICLE XI – WAGES, RATES, AND SALARIES TRANSPORTATION

11.01 2019-2022 Salaries:

Effective 9/1/2020-8/31/2021:

STEP	35-01-0 Drivers	35-02-0 Driver-Trainer	35-05-0 Dispatcher/Router	35-03-0 Mechanic	35-04-0 Shop Foreman
1 (1-2 yrs)	\$24.39	\$28.95	\$29.49	\$29.49	\$33.10
2 (3-5 yrs)	\$25.06	\$29.23	\$29.77	\$29.77	\$33.44
3 (6-9 yrs)	\$25.82	\$29.70	\$30.26	\$30.26	\$33.92
4 (10-14 yrs)	\$27.01	\$30.09	\$30.84	\$30.84	\$34.70
5 (15-19 yrs)	\$27.27	\$30.40	\$31.15	\$31.15	\$35.04
6 (20+ yrs)	\$27.56	\$30.69	\$31.47	\$31.47	\$35.38

- (a) If hired before May 1st of a school year that driver will have been deemed to have completed one (1) year of service at the beginning of the next school year for purpose of placement on the wage scale.

11.02 Wage Increases

- (a) Effective September 1, 2020: Increase all rates by State flow through (IPD) plus district contribution of 2% above the 2019-2020 matrix.
- (b) Effective September 1, 2021: Increase all rates by State flow through (IPD) plus district contribution of 2% above the 2020-2021 matrix.

11.03 If, during the term of this Agreement, the Legislature specifically funds a fixed percentage increase, that higher funding level will cause the District to increase the hourly rates in the manner and to the extent provided by the subsequent State appropriations act any implementing regulations. If the parties are unable to agree upon the precise revisions to the hourly rates, the District may at its option elect to nullify this paragraph and the parties shall instead negotiate concerning any pass through of the additional state funds.

11.04 Should the Washington Legislature modify or change the funding allocation model, both parties agree to re-open the contract for compensation.

11.05 Mandatory training will be paid at the standard hourly rate. Time and one-half after 5:00 p.m. on week days for such training will not apply unless the employee has worked over forty (40) hours in that week. Mandatory training is training required of the employee, as determined by the Director of Transportation. Substitute drivers who have worked for the District in the prior year will be included in such training.

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

11.07 The Employer will reimburse employees for the cost of the DOT physical and any required testing that is not covered by insurance at the rate charged by Whatcom Occupational Health.

ARTICLE XII– JOBS DEFINED

12.01 Drivers

Regular Route Bus Driver. A person who has a CDL, with an S endorsement and has completed the state approved course. Responsible for transporting students to and from school in a Class A,B,C, or D type school bus. Will work a designated route.

Regular Route School Bus drivers shall be paid for all driving time, which is required to complete their regularly assigned routes. Thirty (30) minutes for each a.m. and p.m. regular route schedule will be provided to allow the bus drivers to warm up, clean, and check their buses as required by the State of Washington; meet with parents, administrators, and students on bus related discipline problems; and prepare written reports required by the District.

12.02 Delivery person-driver shall be a person who performs delivery tasks and miscellaneous duties using a small van and drives a school bus as needed.

12.03 Substitutes are persons hired to replace regular bus drivers who are absent.

12.04 Only drivers shall be employed to drive school buses for the transportation of students on regular routes to and from school, special unscheduled trips and activity runs except in an extreme emergency when no drivers are available.

12.05 The Advisory Committee will review and edit, if needed, all job descriptions covered by this Agreement at a minimum of once every three (3) years.

12.06 The Director of Transportation and mechanics shall not be assigned to regularly drive a daily school bus route but may drive a bus when no other drivers are available including substitute bus drivers.

ARTICLE XIII – WARNING NOTICE

13.01 (a) The Employer may discharge or suspend any employee for just cause, but no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee of a complaint against the employee concerning the employee's work or conduct, except that no such prior warning notice shall be necessary for such causes for discharge or suspension as dishonesty, drinking related to the employee's employment, moral turpitude, and hazardous conduct related to the employee's employment.

(b) The complaint specified in such prior warning notice shall be for the same type of misconduct as the cause for discharge or suspension. No warning notice shall remain in effect for a period of more than one (1) year.

(c) Discharge or suspension, or written warnings, must be by proper written notice to the employee affected and the Union within twenty (20) days of the employer's knowledge of such occurrence exclusive of Saturday, Sunday and holidays of the occurrence of the violation claimed by the Employer as the basis for discharge or suspension except where dishonesty is involved. In cases where dishonesty is involved, the discharge or suspension notice must be within a reasonable time after the discovery of the alleged dishonesty.

(d) Any employee may request an investigation as to the employee's discharge or suspension. Should such investigation prove an injustice has been done an employee, the employee shall be reinstated and be made whole for all wages and benefits lost as a result of the suspension.

(e) Protests to suspension or discharge notice must be made in writing to the Employer within ten (10) days of the date of service of such notice exclusive of Saturday, Sunday and holidays.

If the matter is not resolved to the satisfaction of the parties, either party may file the case under terms of the grievance and arbitration clause listed herein.

ARTICLE XIV – SEPARABILITY AND SAVINGS

14.01 If any article or section of this agreement should be held invalid by operations of law or by any tribunal of competent jurisdiction, the balance of this agreement shall continue in full force and effect. The article or section held invalid shall be modified as required by law or the tribunal of competent jurisdiction or shall be re-negotiated for the purpose of an adequate replacement.

ARTICLE XV – TERMINATION CLAUSE

15.01 This agreement, including addendum, and/or supplemental letters, if any, shall be in full force and effect from September 1, 2019, to and including August 31, 2022. In all other matters, this agreement shall continue in full force and effect from year to year thereafter, unless written notice of desire to negotiate changes or revisions, or cancel, or terminate the agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

15.02 If a double levy loss occurs at ten (10) percent or more of state revenue is lost, all economic provisions of this agreement shall be reopened within ten (10) days of such awareness.

ARTICLE XVI – ADDITIONAL ARTICLES

16.01 JURY DUTY PAY. Employees called upon to serve on jury duty shall continue to receive their regular rate of pay.

16.02 ILLNESS, INJURY, OR EMERGENCY LEAVE. Employees shall be allowed twelve (12) days per year for illness, injury, or emergency leave. Unused days shall accumulate up to the extent allowed by law. Less than full-time employees shall be allowed illness, injury, or emergency leave pay on a prorated basis.

A. Illness or Injury

1. In the event of an illness causing the employee to be absent over three (3) consecutive days on any one (1) disability, the employee may be asked by the Transportation Director or designee to furnish the Employer with a certificate signed by a physician.
2. The supervisor may, in the event he or she sees a pattern of regular, excessive, or unusual absences, require a physician's certificate in proof of the disability causing any absence.

B. Emergency Leave

Emergency leave shall be granted as defined in the following:

1. The problem must have been suddenly precipitated or must be of such a nature that preplanning could not relieve the necessity for the employee's absence.
2. The problem must be one of major importance and not a mere convenience.

Applications requesting consideration for an absence under the emergency leave provision shall be made on a leave form and addressed to the Director of Transportation. A completed application form for

emergency leave shall be submitted to the Director of Transportation within five (5) days after the return to duty. The Director of Transportation shall notify the employee of the determination within five (5) days of receipt of the application.

The application shall disclose the general purpose for the leave request in sufficient terms to establish compliance with the criteria contained in 1 or 2 above. Requests meeting said criteria shall be granted.

It is not the intent of emergency leave to provide or expand upon or add to vacations, weekends, or other types of leaves because of transportation problems that preplanning could reasonably have prevented.

16.03 ATTENDANCE INCENTIVE PROGRAM.

- A. Annual Conversion of Accumulated Sick Leave—Each January, any employee who at the end of the immediately previous calendar year shall have accumulated in excess of sixty days of unused sick leave may elect to convert unused sick leave earned the previous year in excess of sixty days to monetary compensation at the rate of 25% of the employee's current, full-time daily rate of compensation for each full day of eligible sick leave. Any such election shall be made by written notice to the Superintendent during the month of January. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of law.
- B. Conversion of Sick Leave Upon Retirement or Death – Any employee who hereafter shall retire or who shall die while employed by the District may elect (personally or by his/her personal representative, as appropriate) to convert accumulated, unused sick leave days to monetary compensation at the rate of 25% of the employee's full-time daily rate of compensation at the time of termination from employment for each full day of eligible sick leave. Any such conversion of sick leave upon retirement or death shall be subject to the terms and limitations of law.

16.04 BEREAVEMENT LEAVE. If an employee suffers a death in the immediate family, such employee shall be allowed three (3) working days off. An additional two (2) days will be allowed if the funeral is out of state. The employee shall be compensated for the employee's loss by payment of hourly straight time pay for such time loss as a result of the employee's absence. Immediate family shall be defined as spouse, mother, father, son, daughter, sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren of the employee or the employee's spouse.

16.05 PERSONAL LEAVE. Each bargaining unit employee shall be entitled to three (3) Personal Leave days annually, front loaded and pro-rated per FTE. No explanation shall be requested by the District.

Employees should use the standard leave request form. The employee is encouraged to submit the request not fewer than three (3) working days in advance of the requested leave date.

The District will maintain a centralized system for tracking the availability and usage of each employee's Personal Leave. Personal Leave usage shall be noted on each employee's pay warrant.

Personal Leave will be granted on a first come, first served basis, when a qualified substitute is available to cover the absence of the employee.

Personal leave will not normally be granted during the first five (5) days and the last ten (10) days of a school year. Exceptions may be allowed for clearly stated reasons, on a case by case basis. Written requests for exception should be forwarded to the Superintendent or his/her designee. A written response will be provided within five work days following the submitted request.

Up to three (3) days can be carried over each year to a maximum of five (5) total banked days.

By June 30th of each school year, the employee may submit in writing to the Payroll department, their request to cash out up to three (3) unused personal leave days. Unused personal leave will be compensated for each day at the substitute rate on the August warrant.

16.06 LEAVE OF ABSENCE. Upon recommendation of the immediate supervisor to the Superintendent or designee, and upon approval by the Board of Directors, an employee may be granted a leave of absence for a period not to exceed one (1) year.

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

Article XVII– Technology

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

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

Review of bus video solely for the purpose of monitoring employee behavior is prohibited.

These recordings will not be used solely for the purpose of reviewing employee performance, without prior notice to the employee. Any time this information will be used to support employee disciplinary action, the data will be made available for review by the employee and the Union within a reasonable time of any request for such information. It is further understood that data collected from these electronic devices may be subject to disclosure under public records or other applicable statutes and regulations.

ARTICLE XVIII – GRIEVANCE PROCEDURE AND ARBITRATION

18.01 PURPOSE: The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle such differences at the lowest possible level in the grievance procedure. Meetings or discussions involving grievances shall be scheduled at mutually agreeable times.

18.02 DEFINITIONS:

- (a) **Grievant**—A grievant is an employee, or in the case of the Union's contractual rights, the Union.
- (b) **Grievance**—A grievance is defined as a dispute involving the interpretation or application of the specific terms of this Agreement.
- (c) **Days**—Days in this procedure are normal Employer office work days.

18.03 TIMELINES: Grievances shall be processed in the following manner and within the stated time limits. Time limits provided in this procedure may be extended only by mutual written agreement.

Failure on the part of the Employer at any step of this procedure to communicate the decision on a grievance within the specific or mutually extended time limits shall permit the grievant to lodge an appeal at the next step of this procedure. Failure on the grievant (employee or Union) to present or proceed with a grievance within the specified or mutually extended time limits will render the grievance waived.

18.04 REPRESENTATION: The grievant may waive the Union's involvement in the procedures at any step. If the grievant elects not to have Union Representation, the Union shall have the opportunity to be present at the adjustment of the grievance and to make its view known or shall receive the same written responses provided to the grievant.

18.05 PROCESS:

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

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

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

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

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

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

Step 3. Assistant Superintendent Level – Written Submission of Grievance to the Assistant Superintendent.

(a) Individual Grievance

If the grievance is not settled at Step 2 and the employee wishes to pursue the grievance to Step 3, the employee must file the grievance in writing within ten (10) days after receipt of the immediate supervisor's written response in Step 2 above. The Assistant Superintendent or his/her designee will review the grievance with the parties involved and provide a written statement of the disposition to the employee with a written copy to the Union, within ten (10) days of receipt of the grievance.

(b) Union Grievance

A grievance which the Union may have against the Employer, limited as aforesaid to matters dealing with the interpretation or application of terms of this agreement relating to Union rights, shall be commenced by filing in writing (in the format of Step 2 above) with the Assistant Superintendent. Such filing shall be within twenty (20) days following the occurrence of the event giving rise to the grievance or twenty

(20) days after the event is known or reasonably should have been known. The Assistant Superintendent or his/her designee and the Union will have ten days from the receipt of the grievance to resolve it.

Step 4. Arbitration

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

(a) Written notice of a request for arbitration shall be made to the Assistant Superintendent within ten (10) days of receipt of the disposition letter at Step 3.

(b) Arbitration shall be limited to issue(s) involving the interpretation or application of specific terms of this Agreement.

(c) When a timely request has been made for arbitration, the parties shall attempt to select an impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten (10) days after submission of the written request for arbitration, the provisions of paragraph (d) below, shall apply to the selection of an arbiter.

(d) In the event an arbiter is not agreed upon as provided in paragraph (c), above, the parties shall jointly request the American Arbitration Association to submit a panel of nine (9) arbiters who reside and/or practice in Washington and Oregon. Such request shall state the issue of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the nine (9) arbiters is received, the parties shall each independently strike from the list those unacceptable arbiters and shall rank, in order of preference, the remaining arbiters.

The parties shall then meet and compare their lists. From among the mutually acceptable arbiters, the one with the lowest combined preference number shall be the arbiter. In the event of a tie between two or more arbiters, a single arbiter shall be chosen by lot. In the event there are no mutually acceptable arbiters on the panel, the parties, in turn, shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbiter. The right to strike the first name from the panel shall be determined by lot.

In the event either party is dissatisfied with the credentials of the arbiters whose names are on the first panel offered by the American Arbitration Association, such party can summarily reject that panel and insist on a second panel. Selection must be made from the second panel.

(e) Arbitration proceedings shall be in accordance with the following:

(1) The arbiter, once appointed, will inform the parties as to the procedures which will be followed.

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

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

- (6) Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
- (7) The arbiter shall specify in the award that the Employer or the Union, whichever is ruled against by the arbiter, shall pay the compensation of the arbiter including necessary expenses.
- (8) The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic cost.

18.06 BINDING EFFECT OF AWARD: All decisions arrived at under the provisions of this article by the representatives of the Employer and the Union at Steps 1, 2, 3 or by the arbiter, shall be final and binding upon both parties, provided, however, that in arriving at such decision neither of the parties or the arbiter shall have the authority to alter this Agreement in whole or in part.

18.07 LIMITS OF THE ARBITER: The arbiter cannot order the Employer to take action contrary to law.

18.08 NO DUTY TO MAINTAIN STATUS QUO: The Employer has no duty to maintain the status quo or to restore the status quo pending arbitration. If return to the status quo is ordered by the arbiter, the return shall be affected as per the arbiter's award.

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

THIS AGREEMENT IS EXECUTED THIS _____ day of _____ 2019, by the duly authorized agents and representatives of the parties hereto.

By _____
Ferndale School District 502

By _____
General Teamsters Local Union No. 231

