

COLLECTIVE BARGINING
AGREEMENT



BETWEEN

TEAMSTER LOCAL UNION NO. 252

AND

SHELTON SCHOOL DISTRICT NO. 309

(BUS DRIVERS)

September 1, 2023 through August 31, 2026

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ARTICLE 1. PREAMBLE

1.1. Pursuant to the conditions set forth in the Public Employees Collective Bargaining Act of 1967, this constitutes an Agreement between SHELTON SCHOOL DISTRICT NO. 309 and members of TEAMSTERS UNION LOCAL NO. 252 who are employed by Shelton School District No. 309. This Agreement is made and entered into this 1st day of September 2023 and shall be in force until August 31, 2026. The conditions of this Agreement include only regular Shelton School District Bus Drivers and exclude all substitute bus drivers, unless specifically mentioned in Articles of this Agreement.

ARTICLE 2. BARGAINING UNIT

2.1. The Board of Directors of Shelton School District No. 309 recognizes Teamsters Union Local No. 252 as the exclusive bargaining representative of regular Bus Drivers under the conditions set forth in the Public Employees Collective Bargaining Act, Chapter 41.56 RCW.

ARTICLE 3. UNION REPRESENTATION

3.1. Dues-paying union members of this unit may actively participate in union affairs and may serve on negotiations or union committees or participate in similar activities to the interest of the

3.1.1 Access to New Employees.

The District will provide the Union reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. No employee may be mandated to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Association.

3.2. The School District will deduct Teamsters Union dues and initiation fees for employees who wish deductions made and remit to the officer of the Union designated by the Union.

3.3. All refunds of such deductions which may be required due to over payment to the Union will be made to the employee by the Union and the Union shall settle all questions and disputes between it and its members with reference to deductions or refunds. It is further agreed that the Union will refund to the District any amounts paid to it in error on account of check-off provision upon presentation of proper evidence from the District.

3.4. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE (Democrat Republican Independent Voter Education). DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from the employee's paycheck on a monthly basis. The Employer shall transmit to National DRIVE headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from each employee's paycheck. In order for this Section of the Agreement to be in effect, there must be a minimum of ten (10) participants. Further, in accordance with any state or federal laws, the employee reserves the right to revoke this voluntary authorization at any time by giving written notice of such revocation to National DRIVE in accordance with such laws or otherwise.

ARTICLE 4. NON-DISCRIMINATION

4.1. No employee shall be discriminated against for upholding Union principles nor shall any employee who serves as a Shop Steward or on a committee of the Union lose their job or be discriminated against for such reasons.

4.2. No employee shall suffer a reduction in wages or be deprived of more favorable working conditions due to the signing of this Agreement.

4.3. The parties of this Agreement acknowledge their responsibilities under Title VII of the Civil Rights Act of 1964. Further, the parties do hereby agree not to discriminate on the basis of race, color, religion, sex, age, national origin, or membership or non-membership status in the Union.

ARTICLE 5. SENIORITY

5.1. The principle of seniority (total length of service in the bargaining unit) shall be applied in cases of lay-off for lack of work and for rehire when work becomes available. In situations such as above, employees must be qualified to perform the available work in order to exercise seniority rights.

5.2. A substitute driver placed in as a long-term leave replacement for a regular driver for ninety (90) continuous calendar days shall be entitled to all benefits of this Agreement starting the 91st day.

5.3. Seniority shall be broken by a layoff of two years, by failing to respond to an offer of recall, by voluntary resignation or by discharges for just cause.

5.4. All job vacancies and newly created positions shall be posted and emailed to last known email address five (5) District working days for seniority bidding purposes. Such posting shall be in a conspicuous place so that all employees may receive notice.

5.5. All temporary/mid-day route openings of five (5) District working days or more will be posted and emailed to last known email address for regular drivers to bid by seniority. If no regular drivers bid on for said opening, the Employer shall reserve the right to assign the temporary opening to a substitute driver for consideration of the needs of the students and efficiency of the District.

5.6. If a driver's regular am/pm route is permanently discontinued I eliminated or road restrictions temporarily implemented, such employee shall be allowed to bump the least senior regular route driver in order to work. If a driver's regular route runs during Shelton District nonschool periods, that driver shall be allowed to run his/her regular run; if it does not run during Shelton District school periods due to another District's non-school period, that driver shall not be allowed to bump another driver.

5.7. Once a mid-day route has been assigned there shall be no changes or deviations to such route after 10 am or after it has been assigned the day of the scheduled run.

ARTICLE 6. LAYOFF

6.1. In the event of a lay-off of regular employees, such employees shall be laid off in reverse seniority order. The District shall prepare a seniority list and provide written notice to all affected employees at least thirty (30) District working days prior to the time the layoff would occur.

6.2. Employees who are on layoff status shall be recalled into any vacancy within the unit by seniority. It shall be the responsibility of the employee to keep the District informed of his/her current address, email address, and telephone number. Laid-off employees will be given ten (10) calendar days from receipt of notice to answer a written notice of recall and will return to work when notified or face loss of seniority and re-employment status. Notices of recall will be sent via certified, return-receipt mail. Notices will also be emailed to the employee's last known email address.

ARTICLE 7. LEAVES OF ABSENCE

7.1. Unpaid Leave

7.1.1. Any employee so desiring may be granted a leave of absence from their position without loss of seniority, but without pay, for a period not to exceed 180 school days in any year upon the showing of cause satisfactory to the Employer. Leave of absence request shall be made while the employee is still in employment status or in a period of illness where health or other compelling personal reason prompts such request and follows in the continuity with actual employment status. Requests for all leaves of absence must be in writing and submitted ten (10) days prior to the effective date of leave. Any absence from duty allowed for which equivalent leave has not been accrued shall be considered as leave without pay and the value of the excess over the amount accrued deducted from the earnings of the employee and clearly set forth in the payrolls affected.

7.2. Leave (Sick and Emergency) Saving Incentive

7.2.1. Employees who earn at least six (6) days of leave during a school year are entitled to reimbursement as follows:

No leave used	\$700
One day used	\$600
Two days used	\$500
Three days used	\$400

Leave Saving Incentive shall be computed at an employee's year end contracted FTE.

7.3. Leave for Illness, Injury and Emergency

7.3.1. The Employer shall grant leave with pay and accrual of seniority for employee illness, injury, and emergency. Employees shall accumulate one (1) day per month of leave under this provision. Unused accrued leave shall lapse in the event of discharge or voluntary resignation. Nine (9) month employees shall be allowed ten (10) days leave per year under this provision. Employees may use up to five (5) days of leave per year deducted from this accumulated leave bank for family emergencies. **Family emergency is defined as a serious, unexpected family event requiring immediate action or attention. Family is defined as: a spouse, mother, father, brother, sister, child, grandchildren, grandparents, nieces, nephews, aunts or uncles and includes in-laws of such.** Employees that work during the months of July and/or August shall accrue additional leave to a maximum of eight (8) hours per month, pro-rated to the amount of hours worked in July and or August.

7.3.2. The District will provide the employees with an attendance incentive program according to RCW 41.04.340. (Please provide).

7.3.3. In cases of excessive absences due to sickness, the Employer may require that the employee furnish a statement from a duly licensed physician. In extreme absence situations, the Employer may require the employee to furnish medical evidence regarding employability from a duly licensed physician.

7.4. Sick Leave – Adjustment for Worker’s Compensation

7.4.1. For a period of absence from work due to injury or occupational disease resulting from District employment, the employee shall file an application for Worker's Compensation in accordance with State Law.

7.4.2. If the employee has accumulated sick leave credit, the District shall pay the difference between his/her worker's compensation and his/her full regular salary unless the employee elects not to use his/her sick leave, provided that it is the responsibility of the District to make available written explanation of such elective.

7.4.3. Until eligibility for Worker's Compensation is determined by the Department of Labor and Industries, the District may pay full sick leave, provided that the employee shall return any subsequent overpayment to the District.

7.4.4. Should any employee apply for Worker's Compensation and the claim is then or later denied, sick leave may be used for the absence.

7.4.5. Nothing herein pertains to a permanent disability award.

7.5. Bereavement Leave

7.5.1. In the event of the death of a spouse, mother, father, brother, sister or child, grandchildren and grandparents five (5) days will be allowed. Death of immediate relatives of the spouse (in-laws), nieces, nephews, aunts or uncles, three (3) days will be allowed. Additionally, time off without loss of pay for up to one (1) day shall be given to an employee in order to attend the funeral or services of a close friend. If travel is necessary and cannot be included in the number of days allowed, consideration will be given to unusual circumstances by the Administrator.

7.5.2. Bereavement Leave shall not be charged against the employee's sick leave.

7.6. Family and Medical Leave

7.6.1. The District and the Union mutually agree to comply with all state and federal Family Leave laws (FMLA). The Employer will grant leave consistent with the FMLA and the adopted conditions and provisions of the state and federal law and are not intended to expand upon the rights thus set forth.

7.6.2. The District and the Union mutually agree to comply with all Washington State Paid Family and Medical Leave laws.

7.6.3. Beginning January 1, 2020, employees may be eligible to received Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. Eligibility criteria for this program is established by the State. Information on this program will be available through the Human Resources Department. The District shall provide eligible employees appropriate notice of the program as required by State law. Employees will be responsible to file claims with the Employment Security Department (ESD) and payments will come from ESD. Employees may choose to use PFML prior to exhausting other paid leave options and will not be required to exhaust sick leave prior to accessing PFML. PFML may be used consecutively with the employee's other paid leave entitlements, at the employee's discretion. Upon request, employees can also use accrued paid leave to supplement PFML so that the employee receives the equivalent of their regular salary. Employees wishing to do so must communicate with payroll prior to taking such leave. To receive pay of accrued leave in addition to PFML, employees will first submit documentation to the District demonstrating the amount of pay the employee is receiving in PFML, so that the District can calculate the difference in pay and deduct it from accrued sick leave.

7.6.4. The District and the Union acknowledge that RCW 50B.04.080 requires premium deductions for the Long-Term Services and Supports Trust Program beginning January 1, 2022. Employees shall be assessed a premium based on the individual's wages at the current rate set in accordance with RCW 50B.04.080. An employee may apply for a premium exemption in accordance with RCW 50B.04.085.

7.7. Judicial Leave

7.7.1. In the event an employee is summoned to serve as a juror, or is named as a codefendant with the District, such employee shall receive a normal day's pay for each day of required presence in court. Any transportation, meal or lodging expense reimbursement shall be retained by the employee.

7.7.2. Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law, provided that the employee is not a party to or involved in the action. If any witness fees are paid, that amount shall be deducted from the employee's regular pay. Any transportation, meal, or lodging expense reimbursement shall be retained by the employee.

7.7.3. Judicial leave shall not be deducted from sick leave accumulation.

ARTICLE 8. GRIEVANCE PROCEDURE

8.1 . Definitions

8.1.1. "Grievance", as used herein, shall mean any dispute involving the interpretation or application of the provisions of this Agreement. The District has the right to adopt work rules, subject to review through the grievance and arbitration procedure as to their reasonability.

8.1.2. "Grievant", as used herein, means an employee, the District, a group of employees, or the Union having a grievance.

8.2. Step I

8.2.1. Preliminary Discussion: Should any employee have a concern which he or she feels could be a grievance, the employee shall be expected to first discuss the matter with his/her immediate supervisor to provide opportunity for clarification and/or appropriate adjustment, consistent with the terms of this Agreement. The employee shall have the option of being accompanied by a Union representative if he/she feels that it is necessary.

8.2.2. Written Grievance: The employee shall file the grievance, in writing, with his or her immediate supervisor within ten (10) working days, following the date on which the employee knew or should have known of the condition giving rise to the grievance. The supervisor shall respond to the grievance within ten (10) working days, exclusive of Saturdays, Sundays and holidays, after it is filed in writing.

8.3. Step II

8.3.1. If the Parties are unable to resolve the grievance in subsection 7.2. above, the grievance may be submitted in writing to the Superintendent or their designated representative within ten (10) calendar days of the receipt of the decision rendered in Step I.

8.3.2 The Superintendent or their designated representative shall inform the grievant within ten (10) working days when the grievance meeting will be scheduled.

8.3.3 The Superintendent or their designated representative shall provide a written decision, incorporating the reason upon which decision was based, to the grievant within ten (10) working days from the conclusion of the meeting.

8.4. Step III

8.4.1 If no satisfactory settlement is reached at Step II, the grievance may be submitted in writing to the Board of Directors within ten (10) working days after receipt the decision rendered in Step II.

8.4.2. If the grievance is submitted to the Board, the Board within twenty (20) day; (thirty (30) days when the School Board meets only once during a month), may meet the grievant or review the grievance documents in executive session and give such grievance the consideration it shall deem appropriate.

8.4.3 The disposition by the Board shall be made to the grievant within ten (10) working days of the meeting.

8.5. Step IV

8.5.1. Any grievance which was properly submitted and carried forward in accordance with the grievance procedure provided in subsections 7.2., 7.3 and 7.4. above, may be taken to arbitration by the Union as herein provided.

8.5.2. Either Party may within ten (10) working days after failure to adjust the grievance in subsection 8.3. above, serve upon the other Party a written request for arbitration setting forth in detail the issue to be arbitrated.

8.5.3. In the event an arbiter is not mutually agreed upon by both Parties within ten (10) working days, the Parties shall jointly request the Public Employment Relations Commission to assign an arbiter.

8.5.4. A decision shall be rendered in thirty (30) days, unless mutually extended, which decision shall be final and binding upon both Parties.

8.5.5. Each Party shall pay any compensation and expense relating to its witnesses and representatives. The District and the Union shall share equally the cost of the arbiter.

8.6. Time Limitations

8.6.1. The District and the Union agree to comply with the time limitations set forth above and either Party shall have the right to insist that the time limitations be complied with. The time limitations, however, may be waived by mutual agreement. In unusual circumstances, a failure to comply with the time limitations other than that set forth in paragraph 7.2.2. of this Article will not deprive the arbitrator of authority to hear the grievance.

8.7. Grievance Settlement Protocol

8.7.1. All grievances as defined in this Section shall be settled in accordance with procedures outlined above. If an employee is removed from service, his or her removal may be subject to this grievance procedure.

ARTICLE 9. HOLIDAYS

9.1. Bus Drivers who either work the day before or the day after shall receive the following holidays with pay commensurate with their work schedule for that day:

New Year's Day	Veterans' Day
Martin Luther King's Day	Thanksgiving Day
Presidents' Day	Day After Thanksgiving
Memorial Day	Day Before or Day After Christmas
July 4th	Christmas Day
Labor Day	Floating Holiday - to be taken by mutual agreement
Friday of Spring Break Week (See 9.1.1 below)	Juneteenth

*If Juneteenth is recognized by the District or by any other Bargaining Unit, it will be recognized for this Bargaining Unit as well.

9.2. If an employee works on a recognized holiday, he/she shall receive one and one-half (1 1/2) times his/her regular rate of pay plus the holiday pay. No employee shall be called on such holiday for less than four (4) hours, which are to be paid for at time and one-half (1 1/2) in addition to regular holiday pay.

ARTICLE 10. LONGEVITY PAY

10.1. Longevity pay shall be granted to each regular employee with six (6) months continuous service at the rate of one (1) working day's pay for each month of completed service.

10.2. Longevity pay for all employees shall be earned on the following basis for ten (10) months:

During first through fourth year	10 days per year
During fifth through ninth year	16 days per year
During tenth through fourteenth year	20 days per year
During fifteenth through nineteenth year	25 days per year
During twentieth through twenty-fourth year	30 days per year
During twenty-fifth year and thereafter	35 days per year

10.3. Movement on the above accrual schedule will be made annually on September 1st. Employees with a start date before March 1st of that year will be credited with a year of employment for movement on the schedule.

10.4. Continuous past service shall be included in determining the employee's length of service for longevity purposes. FTE credit will be computed to include longevity pay.

ARTICLE 11. CLASSIFICATIONS AND WAGE RATES

11.1. Salary Schedule (per hour rates)

Effective 09-01-23 (3.5% wage increase, plus 3.7% IPD)

REGULAR ROUTE DRIVER	
Step 1 (first year)	\$26.56
Step 2 (second year)	\$29.80
Step 3 (third year)	\$30.33
Step 4 (fourth year & thereafter)	\$31.01
Step 5 (fifth year and thereafter)	\$31.63

Effective 09-01-24 (3.0% wage increase, plus 3.9% *estimated* IPD.
 Note: If IPD is different than 3.9%, the schedule below will be revised to reflect the actual IPD (see 11.4 below).

REGULAR ROUTE DRIVER	
Step 1 (first year)	\$28.39
Step 2 (second year)	\$31.86
Step 3 (third year)	\$32.42
Step 4 (fourth year & thereafter)	\$33.15
Step 5 (fifth year and thereafter)	\$33.81

Effective 09-01-25 (2.5% wage increase, plus the IPD, TBD).

REGULAR ROUTE DRIVER	
Step 1 (first year)	\$29.10* + IPD
Step 2 (second year)	\$32.66* + IPD
Step 3 (third year)	\$33.23*+ IPD
Step 4 (fourth year & thereafter)	\$33.98*+ IPD
Step 5 (fifth year and thereafter)	\$34.66*+ IPD

* = This number will change if the IPD in 2024-25 changes.

11.2. Extra Trip Pay

11.2.1. All time to be paid at driver's regular rate on extra trips.

11.3. Step Movement

11.3.1 Step movement on the above salary schedule will be made annually on September 1st Employees with a start date before March 1st of that year will be credited with a year of employment for movement on the schedule.

11.4. State Legislated Funding

11.4.1. The District will provide the annual salary inflationary required by RCW 28A.400.205. If this contract extends beyond the 2025-26 school year, the District will, beginning with the 2026-27 school year, apply the percentage increase funded by the legislature based on the implicit price deflator (IPD) to the wages set forth above. If the state funds salary increases in a different manner or based on an inflationary index other than that set forth in RCW 28A.400.205 as the date of the Agreement, the District or Union may reopen this provision.

11.5. Probationary Period

11.5.1. New employees will be regarded as probationary employees until they have completed ninety (90) days of work. During this period of probationary employment, probationary employees may be terminated as exclusively determined by the Employer, provided that this provision will not be used for the purpose of discrimination as set forth in Article 5. Probation may be extended by up to thirty (30) additional days by mutual agreement between the District and the Union. Regular non-substitute employees during the probationary period shall be entitled to all benefits of the regular route driver. Employees who continue in the service of the Employer after they have completed their probationary period shall receive full seniority credits from their original date of hire as a permanent employee.

11.6. Medical Testing/Immunizations

11.6.1. The District will reimburse Bus Drivers the full amount of their CDL Department of Licensing (DOT) physical when they use the District preferred provider. If a driver chooses to go to a different

Clinic/Doctor, the District will reimburse the driver up to the amount of the DOT physical at the District's preferred provider rate. The District will reimburse for one (1) DOT physical in a twelve (12) month period.

11.6.2. The District will pay for costs not paid for by insurance for the Hepatitis B shots and follow-up test for employees who desire the shots, which must be obtained during the time frame offered by the District.

11.6.3. The District agrees to pay for inoculations which are required for drivers.

11.7. C.D.L. Testing/Training

11.7.1. The District will reimburse drivers for the costs of their first tests, both written and/or skilled, and shall thereafter reimburse drivers for all subsequent costs above the basic Washington State Driver's License that are unique to maintaining the Commercial Driver's License (C.D.L.) passenger endorsement (P) and school bus endorsement (S) (excluding any costs/fees caused by driver acts).

11.8. First Aid/CPR Training

11.8.1. The District will pay regular wage rates for First Aid and CPR Training and the cost of other outside training when approved by the supervisor.

11.9. Driver Instructor Pay

11.9.1. The District recognizes that Shelton School District Certified Driver Instructors will be used as the primary classroom and Behind-the-Wheel instructors and that utilizing others not designated as the Shelton School District Certified Driver Instructor(s) will be on a case-by-case or emergency basis.

When the District utilizes an SSD driver as a certificated Driver Instructor, the District shall compensate such employee a minimum of \$1.50 per hour above their regular route driver rate for all work performed in that capacity. When the District utilizes an SSD driver as an Assistant "Behind-the-Wheel" Driver Instructor, such employee shall receive a minimum of \$1.00 per hour above their regular route driver rate for all work performed in that capacity.

11.10 – Annual Inservice

11.10.1 A total of 8 hours per school year of paid district-sponsored inservice will be required for all drivers for the purpose of fulfilling state-required training, as well as training required by the district. Outside of the required Annual Inservice, other optional paid training is at the discretion of the District.

The required Annual Inservice will occur within 2 weeks before the start of school and will be conducted on one day. The optional trainings (outside of the Annual Inservice) will be scheduled throughout the school year between the start of school and the end of school at the discretion of the District.

ARTICLE 12. SUPPLEMENTAL TEAMSTERS PENSION

12.1. Effective September 1, 2023, the District shall pay an amount equal to **one dollar and seventy-five cents (\$1.75)** per hour for each hour of work for which compensation is paid to him/her into the Western Conference of Teamsters Pension Trust Fund on account of each regular (non-substitute) driver, said amounts to be computed monthly. Contributions will be made for each compensated hour of paid holiday and vacation, but not during any other form of paid leave such as sick leave or emergency leave. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The District agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement. The District acknowledges that the Trust rules require hourly pension contributions on all bargaining unit work performed.

For purposes of determining the required pension contributions under this Article, "bargaining unit work performed" is defined as work performed by a regular driver, and excludes any work performed by a substitute driver, with the following exception: in the event that a substitute driver is hired as a regular driver, the District will begin making contributions for the employee as of the date of regular hire and will in addition make a contribution retroactive to the employee's first day of employment as a substitute, not to exceed five (5) years prior to the date of hire as a regular driver.

If an employee returns to substitute status after serving as a regular driver, the District will cease making contributions; if the employee again returns to regular status, retroactive contributions will be made as set forth above for the intervening period of substitute employment.

12.2. The above provisions related to substitute pension contributions will be applied retroactively to any substitute hired as a regular driver after September 1, 2016.

12.3. Employees enlisting or entering the military service of the United States, pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) shall be granted all rights and privileges provided by the ACT.

ARTICLE 13. EMPLOYEE DISCIPLINE

13.1. Discipline: No employee shall be disciplined without just cause. Progressive discipline steps shall include verbal warning, written warning/letter of instruction, written reprimand, suspension without pay or termination as a final and last resort. Documents identified as written reprimand, suspension without pay or termination shall be placed in the employee's personnel file. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Union in writing. Any disciplinary action taken against an employee shall be

appropriate to the behavior which precipitates the action. Disciplinary steps may be skipped when serious and compelling circumstances warrant, depending on the nature of the issue. The Union shall be promptly notified by the District of any disciplinary action taken against any employee.

13.2. Discipline Notices: Such notices must be issued within twenty (20) calendar days, and discharge notices must be issued within thirty (30) calendar days, exclusive of holidays, of District knowledge of the event, or within five (5) calendar days upon completion of the investigation. The District will, upon request of the Union President or their designee, provide updates as requested regarding the status of the investigation and will provide an expected date of completion.

No material of a disciplinary nature shall be kept or placed in the personnel file without the employee having the opportunity to attach written comment. Every two (2) years the employee may request in writing to the Superintendent that an administrative panel convene to review the request to remove identified material(s) from the personnel file. The panel will respond to the employee within thirty (30) calendar days of request.

13.3. Personnel File: Employees (or former employees up to two (2) months after separation due to voluntary resignation or termination) shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District. Upon request, the employee shall afford a copy at the employee's expense of any documents contained therein. No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District; however, the Union recognizes that working files properly exist. File review shall be in presence of a District official.

ARTICLE 14 **HOURS AND OVERTIME**

14.1. Regularly Scheduled Work

14.1.1. The work week shall consist of five (5) consecutive days, Monday through Friday. The Employer will establish routes consisting of AM and/or PM routes. Mid-day work will only be assigned to routes when necessary to meet the minimum time guarantee.

14.1.2. All routes shall be posted and emailed to last known email address for bid by seniority among bargaining unit members.

Posting of such routes shall occur at the Transportation Office and shall be made available for driver's viewing five (5) business days prior to the in-service meeting before the start of the school year. On in-service drivers by seniority shall exercise their selection of route(s) from the available routes posted. Drivers may not bid routes that would result in an excess of forty (40) hours per week. If the District adds additional time to the regular route after the regular route has been bid, the driver will not be asked to forfeit any additional routes already granted but may be required to give up a portion of the additional route to keep from going into overtime. Shop Stewards and/or Union Representative may be present during the bidding process.

14.1.3. The remaining regular work will be bid subject to Article 6, Section 6.4., within reasonable guidelines such as:

- a. Bidding into an overtime situation is unacceptable;
- b. Drivers must be qualified to perform the work and operate the equipment; and
- c. Mid-day work cannot interfere with a driver's AM or PM route.

14.1.4 PRE-TRIP 1 POST-TRIP - Fifteen (15) minutes will be paid prior to the dispatch time for each run and ten (10) minutes will be paid at the end of each run for vehicle inspection, fueling, checking oil and water, cleaning windows and mirrors, and sweeping the bus, as necessary.

14.1.5 BUS WASHING. Bus washing is an essential function of the job for bus drivers. As such, drivers are expected to wash their bus at least once per week. Additional weekly time (45 minutes for large buses and 30 minutes for small buses) is included in the base pay for this task.

14.2. Overtime

14.2.1. Overtime shall be computed at the rate of time-and-one-half for all work done under this section in excess of forty (40) hours per week.

14.3. Minimum Reporting Times

14.3.1. One (1) hour of work is the guaranteed minimum on all trips, except for any portion of the minimum that runs concurrent with other paid time. The driver may be required to perform other duties as assigned for the guaranteed time.

14.3.2. Employees shall be scheduled and paid for a minimum of four (4) hours per day, averaged on a weekly basis.

14.3.3. If just a morning or afternoon portion of a scheduled route is worked, the employee will be paid for actual time worked but not less than two (2) hours, averaged on a weekly basis.

14.3.4. Employees who decline routes with mid-day routes shall be paid only for actual hours worked under this Section.

14.3.5. Reduction of route time shall not be used as a disciplinary measure.

14.3.6. Any driver with one-half (h) hour or less between runs (any piece of work) will remain on the clock. The driver may be required to perform other duties as assigned for this time on the clock. This will include the time before/after mandatory staff meetings but does not include time after Friday trip bids.

14.3.7. If the District does not notify a driver of a delayed start time at least one (1) hour prior to their regular scheduled start time, the driver shall be guaranteed work from their regular start time. If school is cancelled without such one (1) hour notice, the driver shall be guaranteed two (2) hours work. The driver may be required to perform other duties as assigned for the guaranteed time.

14.4. Extra Work

14.4.1 The "Rules for Rotation Trip Board" shall govern other work assignments, such as extra-curricular trips, swim trips, and ski trips.

14.4.2. Overtime shall be computed at the rate of time-and-one-half for all work in excess of forty (40) hours per week. The work week for overtime calculations is Monday AM through Sunday PM.

14.4.3. One (1) hour is the minimum on all trips, except for any portion of the minimum that runs concurrent with other paid time.

14.4.4. Any work performed on Sunday shall be paid at the rate of time and one-half.

14.4.5. Employees required by the Employer to remain overnight away from their regular headquarters shall be reimbursed for their expenses, and advance room reservations will be arranged by the District.

14.4.6. Time traveling and waiting with equipment is to be paid time unless the employee is effectively relieved from duty. When a driver is on an overnight trip, the District will pay 75% of their regular wage rate for wait time, up to a total of eight (8) hours per day, including a combination of drive and/or wait time. If a drive time for any one day is eight (8) or more hours, the Driver will be paid for drive time only.

14.4.7 A driver that cancels a scheduled trip with one hour's notice or less, said driver will not be allowed to bid on the next Friday Trip Bids.

14.5. Call Back

14.5.1. An employee called back to work after having completed his or her regular work assignment shall receive a minimum of two (2) hours work. If the employee chooses not to work the guaranteed hours' he/she will be paid for hours worked at the appropriate rate. The driver may be required to perform duties as assigned for the guaranteed time.

14.5.2. An employee called to work on a Saturday, Sunday, holiday or school vacation period be guaranteed a minimum of two (2) hours work. If the employee chooses not to work the guaranteed hours' he/she will be paid for hours worked at the appropriate rate. The driver may be required to perform duties as assigned for the guaranteed time.

14.6. Bus Driving Work

14.6.1. Bus driving work will be performed by bargaining unit employees when qualified and available for such work, except at the discretion of the Transportation Supervisor, he or she may assign him/herself, the Assistant Transportation Supervisor, or any shop personnel to trips during emergencies or other unusual circumstances that occur. The following exceptions shall apply:

- a. For field trips, activity runs and out-of-town trips, the Employer can transport up to 14 students by means other than bus.
- b. For ROTC programs, students may be transported by Navy bus after all District allocated ROTC funds have been expended.

14.7. Equal Opportunity

14.7.1. Equal opportunity for improvement and for qualifying for better positions shall be provided through a training program available to all bus driver employees of Shelton School District.

ARTICLE 15. EQUIPMENT AND SAFETY

15.1. When a driver feels that a vehicle is unsafe or unsound, the driver shall complete a report explaining the problem and the symptoms and submit the report to the Dispatcher. A copy of the equipment safety form should be reviewed by the driver before driving the vehicle. If the driver is still not satisfied that the safety problem has been corrected, he/she may report the matter to the supervisor and request a spare bus.

ARTICLE 16. HEALTH INSURANCE BENEFITS

16.1. The District shall pay the full portion of the employer contribution to the School Employees Benefit Board (SEBB) for insurance programs as required by law for all employees who meet the eligibility requirements outlined below.

Employees that the District determines are reasonably anticipated to work six hundred and thirty (630) hours during a school year qualify for SEBB coverage.

16.2. An employee on authorized leave may elect, provided the insurance policy so allows, to keep insurance coverage in effect prior to the leave.

16.3. Information on SEBB benefits and eligibility are available on the SEBB website at <https://www.hca.wa.gov/employee-retiree-benefits/school-employees>. Employees with questions regarding SEBB eligibility may contact the District payroll department. .

16.4 In the event that there is a shutdown (full remote schooling), or partial shutdown related to a State of emergency as declared by the governor or any other able authority, a reduction of work, due to emergency, will be defined as a furlough and SEBB eligibility will be retained during the State of Emergency.

ARTICLE 17. SERVABILITY

17.1. Should any part thereof or any provisions herein be rendered or declared invalid by reason of any existing or any subsequently enacted legislation, or by a decree of a Court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In such event, the Parties shall meet within thirty (30) days for re-negotiation of such invalid provision(s) for the purpose of adequate and lawful replacement thereof and to preserve the intent of the entire Agreement as negotiated by the Parties.

ARTICLE 18. RULES FOR ROTATION TRIP BOARD

18.1. Field trips, activity runs, swim runs and out of town trips shall be scheduled from a rotating list of regular route drivers, including probationary employees.

18.2. When a driver accumulates forty (40) worked hours per week, he/she will be considered as unavailable until the board has been exhausted for that week. Hours taken off without pay are counted toward an employee's 40 hours. If a driver mistakenly accepts a trip to which they are ineligible, the driver shall be required to forfeit the trip, cease all additional trip bidding for that day, and miss their next three turns on both Trip Boards. If the error is not discovered until after the driver has taken the trip, the driver shall forfeit all trip bidding rights plus miss their next three turns on both the Trip Boards.

18.2.1. Any and all hours worked by a member of this bargaining unit will be included in their forty (40) hour work week for trip bidding purposes (i.e. driver training, routes, shop, office, etc.). All hours worked will be posted for all drivers prior to bidding.

18.3. If a trip is not selected by an eligible regular route driver, it will be offered to eligible substitutes by seniority. If no eligible substitute selects the trip, it may be assigned to the least senior eligible substitute.

18.4. Overtime trips shall be offered through a separate "Overtime Trip Board"; if not selected by regular route drivers, the trip may be assigned to substitutes.

18.5. Selection for extra trips will be made Friday morning at 9:15 a.m. for the following week (Monday AM through Sunday PM). It will be necessary that all drivers interested in extra trips make themselves available at 9:15 a.m. Friday, or where there is no school on Friday, the last scheduled work day of the week. Drivers on District assignments (i.e., runs) may leave their written choices with the shop steward or placed in the pocket of the trip book.

18.6. All scheduled extra trips will be posted for driver consideration by Thursday, 1:00 p.m., indicating the time, date, origin, destination, type of trip and estimated time involved. It is the responsibility of the driver to stay aware of any and all proceedings on the trip board.

18.7. Drivers may sign-up for midday and ASA routes that are posted. Drivers in regular time will be awarded the work first. Substitute drivers that sign-up will be awarded the work next, if all other drivers signed up would be in overtime. If there are still open routes, regular drivers in overtime will be awarded the work.

18.8. In rotation order, drivers will make their selection. All trip selections must be made in person by the driver selecting the trip(s) unless they are on District assignments (i.e., runs).

18.9. If a driver is not present (except when on a run) or does not desire any of the available trips posted, the choice moves to the next driver in order of rotation.

18.10. Drivers may select trips even if it requires them to give up part of their regular run. Drivers are required to give up their entire AM and/or PM if conflicts occur.

18.11. Drivers taking trips must be available at the pick-up point five (5) minutes prior to the scheduled pick-up time, as per the contract route time on file with dispatch. When dispatch prepares substitute driver's schedules each week they will refer to all drivers Route Breakdown Sheet to determine if a substitute driver will be required to cover drivers routes for trips to assure the driver can be there five (5) minutes prior to pick-up time. It is the driver's responsibility to ensure their Breakdown Sheet is current and accurate.

18.12. Once a trip is accepted and for some unforeseen reason the trip is cancelled or reduced in time, it shall be considered the same as a trip taken. A driver that is given less than one hour's notice of cancellation, reduction in time and/or misses their regular route will be guaranteed work of one hour or their route time, whichever is greater. The driver may be required to perform other duties as assigned for the guaranteed time. If the cancelled trip ends up rescheduled for that same day the trip will be offered to the original driver that bid the trip unless they have taken another piece of work or another trip.

18.12.1. Summer trips: A driver that is given less than one hour's notice of a cancellation, reduction in time, and/or misses their summer route, will be guaranteed work of one hour or their summer route time, whichever is greater.

18.13. Except when a trip schedule has changed, a driver who fails to take a run once scheduled shall have that trip counted as a trip taken, plus shall miss their next three turns on both Boards. Such trip will be offered to the next driver up in line of rotation.17.

18.14. Late trips (i.e., any trip that comes into dispatch after the regular Friday morning trip bids), or trips being reassigned for the next day or later, will be handled by the use of a sign-up sheet. Employees who are not available (i.e., sick or on extended trips) will be attempted to be contacted one time by the District.

If the trip is posted prior to 10:00 a.m., it will remain posted until 5:00 p.m. the same day and will then be immediately assigned. If the trip is posted after 10:00 a.m., it will remain posted until 9:00 a.m. the next workday and will then be immediately assigned. However, if the trip is posted after 10:00 a.m. and the trip is for the next morning, the trip will be assigned at 5:00 p.m. the day of the posting."

18.15. Same day trips posted by 9:00 a.m. will remain posted and then be assigned at 11:00 a.m. to employees who are working on that day. Same day trips posted after 9:00 a.m. will remain posted and then be assigned at 1:30 p.m. to employees who are working on that day. Same day trips coming in after 1 p.m. will be considered as emergency trips and assigned as per past practice.

18.16. Hazardous Road Conditions Driver Training, To be eligible to drive trips containing hazardous road conditions, such trips across the passes during inclement weather months, as determined by the school district, drivers must successfully complete district approved hazardous driver training program for driving on the snow, Ice and other conditions generally found on mountain roads. This specialized training will be offered to drivers on a volunteer basis, at least once each school year. Trips containing hazardous road conditions will be made available to eligible drivers on a rotational basis.18.


ARTICLE 19. DURATION AND RE-NEGOTIATION OF AGREEMENT

19.1. THIS AGREEMENT shall be in effect from September 1, 2023, through August 31, 2026. No modification from, amendment to, or deviation from, the terms of this Agreement shall be binding upon the Parties unless It reduced to writing and signed by both Parties. The Parties shall service "opening notice" for a successor Agreement at sixty (60) days prior to the termination date of this Agreement.


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this 22nd day of August 2023.

TEAMSTERS LOCAL NO. 252


SHELTON SCHOOL DISTRICT NO. 309
BOARD OF DIRECTORS



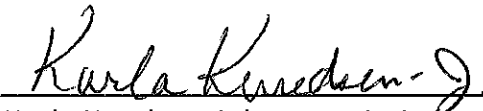
Brian Blaisdell, Secretary Treasurer




Sandy Tarzwell, Director District #1



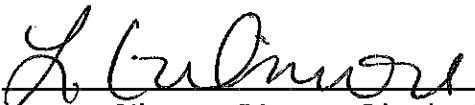
Rob DeRosa, Senior Business Agent



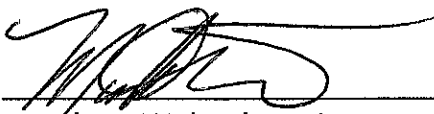
Karla Knudsen-Johnston, At-Large Position #1



Keri Davison, At-Large Position #2



Lauren Gilmore, Director District #2



Matthew Welander, Director District # 3



MEMORANDUM OF UNDERSTANDING

between

**Shelton School District
and
Teamsters Local Union No. 252 (Bus Drivers)**

Shelton School District and Teamster's Local Union 252 mutually agree that success for all students in a 21st century competitive world is dependent on 21st century educational employees as defined below.

- ✓ Exemplifies professionalism at all times.
- ✓ Adheres to established policies, rules and standards of conduct.
- ✓ Goes above and beyond – ready and willing to help when needed.
- ✓ Maintains a respectful and positive demeanor, exercising reasonable care and courtesy at all times with students, parents, and colleagues.
- ✓ Exhibits ongoing passion for student success.
- ✓ Is always mindful of instilling learning opportunities and experiences.
- ✓ Is focused at all times on the goal of high school graduation for all students.
- ✓ Truly believes and makes known to their students that they can and will be successful in whatever individualized pathway they take beyond graduation.