

Collective Bargaining Agreement

Between

Sumner School District No. 320

And

**International Union of
Operating Engineers, Local 286**

Child Nutrition and Transportation

Term: September 1, 2008 through August 31, 2012

International Union of Operating Engineers (IUOE) Collective Bargaining Agreement
Child Nutrition and Transportation
Term: September 1, 2008 through August 31, 2012

Table of Contents

Preamble	3
Common Provisions	3
Article 1 - Recognition and Coverage of Agreement	3
Article 2 - Rights of the Employer	3
Article 3 - Rights of the Employee	4
Article 4 - Nondiscrimination	4
Article 5 - No Strike, No Lockout	4
Article 6 - Rights of the Union	5
Article 7 - Hours of Work and Overtime	5
Article 8 - Holidays	6
Article 9 - Vacation	7
Article 10 - Leaves of Absence	7
Article 11 - Probation, Seniority and Layoff Procedures	10
Article 12 - Discipline and Discharge	12
Article 13 – Staff Development	13
Article 14 - Insurance	13
Article 15 - Training and Meetings	15
Article 16 - Union Membership	15
Article 17 - Grievance Procedure	16
Article 18 - Employee Travel	17
Article 19 - Salaries	18
Article 20 - Special Provisions – Transportation	18
Article 21 - Special Provisions – Child Nutrition	22
Article 22 - Status of the Agreement	22
Article 23 - Duration	23
IUOE Child Nutrition and Transportation Salary Schedule 2008-2009	24
Index	25

PREAMBLE

This Agreement is made and entered into between Sumner School District No. 320 (hereinafter "District"), and the International Union of Operating Engineers, Local 286 (hereinafter "Union").

COMMON PROVISIONS

ARTICLE 1 - RECOGNITION AND COVERAGE OF AGREEMENT

- 1.1 The District hereby recognizes the Union as the exclusive representative of full time and regular part time employees employed in child nutrition and transportation classifications (including dual function employees), as defined by the Public Employment Relations commission, Case No. 3479-E-81-671, and excluding confidential, casual, on-call employees, and all employees employed in the Central Office.
- 1.2 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as Assistant Superintendent, Administrative Assistant or Secretary, necessarily imply a confidential relationship to the Board of Directors or superintendent of the District; or any Supervisor, Director, Business Manager, secretarial-clerical employees or the bus dispatcher and driver trainer.
- 1.3 The bargaining unit to which this Agreement is applicable is as follows: (1) Child Nutrition general job classification; and (2) Transportation general job classification.

ARTICLE 2 - RIGHTS OF THE EMPLOYER

- 2.1 All management rights, powers, functions and authority shall remain vested exclusively in the District. It is expressly recognized that such rights, powers, authority and functions include but are by no means whatever limited to the full and exclusive control, management and direction of the District, the work performed and its employees. Included in such rights are the right to contract work and subcontract work, and to change, increase or eliminate procedures, methods, functions, equipment, facilities, as well as determining its work force, promoting, terminating, transferring employees or administering discipline.
- 2.2 The District and the Union agree that the above enumerations of management rights is for illustrative purposes only and not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to management, including those prerogatives granted by law or common law. It is the intention of the District and the Union that the rights, powers, authority and functions of management shall remain exclusively vested in the District except insofar as expressly and specifically surrendered or limited by the express provisions of this Agreement.
- 2.3 The exercise of these rights which are not in direct conflict with a specific provision of the Agreement shall not be subject to the grievance procedure.
- 2.4 It is further understood and agreed that failure to exercise any function herein reserved to it or retained by common law, or the exercise of any function in a particular way, shall not be considered a waiver of the right to exercise such function either in the same or in any other manner which is not contrary to the specific provisions of this Agreement.

ARTICLE 3 - RIGHTS OF THE EMPLOYEE

3.1 An employee is entitled to have a union representative present at an investigatory interview by the District, if the employee or the District reasonably has reason to believe the interview might result in disciplinary action. If requested, a business representative of the union shall make him/herself available without unreasonable delay considering the circumstance.

3.2 The District shall establish a job description for each position in the bargaining unit. Job descriptions may be developed or revised at the discretion of the District. The District shall provide copies of new or amended job descriptions to each employee at the time he/she is assigned to a position or in the event a job description is amended. Should a position be eliminated, the job description pertaining to the particular position may be eliminated too.

3.3 Employee Evaluations

Each employee shall be evaluated at least once each year. Supervisor(s) or their designee shall review the evaluation with the employee no later than the end of the student year for part year employees. Evaluations will be personally discussed with each employee. Employees shall sign their evaluation. The employee's signature on the evaluation does not necessarily indicate concurrence with the evaluation.

3.4 An employee may request a second evaluation ninety (90) work days after the employee's annual evaluation has been completed.

ARTICLE 4 - NONDISCRIMINATION

4.1 Neither the District nor the Union shall unlawfully discriminate against any employees subject to this Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a disability with respect to a position, the duties of which may be performed efficiently by the individual without danger to the health or safety of the disabled person or others.

4.2 In the event the District finds that any conflict exists between a provision of this collective bargaining agreement and the intent or spirit of any requirement under the Americans with Disabilities Act of 1990, 42 U.S.C. 12102, et. seq., the District shall have the right to waive the provision of the collective bargaining agreement so found to be in conflict, so as to permit accommodations as provided by law.

ARTICLE 5 - NO STRIKE, NO LOCKOUT

The Union and its members, as individuals or as a group, will not initiate, cause, or participate in any strike, work stoppage, slowdown, picketing, or any other restriction of work against the District, and will discourage any such activity. Employees, while acting in the course of their employment, shall not honor any picket line against the District when called upon to cross such picket line in the course of their employment. The District will endeavor to provide safe conduct through said picket lines. Disciplinary action, including discharge, may be taken by the District against any employee(s) violating this Article. Such disciplinary action shall not be subject to the grievance or

arbitration procedures. However, in the event there is a dispute as to whether an employee(s) has violated this Article, arbitration may be invoked to settle that single question. The District shall not lock out members of the bargaining unit.

ARTICLE 6 - RIGHTS OF THE UNION

- 6.1 The Union has the right and responsibility to represent employees in collective bargaining as set forth in RCW 41.56.
- 6.2 The names, addresses and job classifications of employees in the bargaining unit will be provided annually on approximately October 1 to the Union and updated quarterly.
- 6.3 Visitation rights shall be granted to the designated representatives of the Union, to visit the employees in the appropriate bargaining units. Such visits shall not interfere with or interrupt the work flow. Union representatives shall notify the appropriate District director(s) of their arrival. The Union shall provide the District with a list of authorized union representatives.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

- 7.1 The normal work week shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign employees to a work week of any five (5) consecutive days which are followed by two (2) consecutive days of rest. Nothing in this Article shall be construed as a guaranteed work day or work week, except as provided in other sections of this Agreement.

Employees shall be given a fifteen (15) minute rest period for each four (4) hours of work, if the nature of the work does not allow for intermittent breaks equaling fifteen (15) minutes. When a rest period is earned no employee shall be required to work more than (3) hours without a rest period.

- 7.2 Employees required to work through their regular lunch periods will be given another thirty (30) minute period to eat at a feasible time.
- 7.3 Employees temporarily requested to work a shift regularly filled by a higher classification employee shall receive compensation equal to that normally received at the first step of the higher classification which grants the employee an increase in salary on the first day. Employees promoted to a higher classified job, shall receive compensation equal to that normally received at the first step of the higher classification which grants the employee an increase in salary.
- 7.4 In the event of an unusual school closure due to inclement weather or plant inoperation, the District shall notify designated local radio stations to broadcast the school closure. In the event that the closure notice is not broadcast at least thirty (30) minutes before the regularly scheduled shift to the employees is due to begin, the employee, upon reporting to his/her job and notifying a District administrator or director, shall be paid two (2) hours regular pay and shall work at least the two (2) hours.

7.5 Employees hired for a shift or run of less than two (2) hours, or employees called in to work extra, are guaranteed two (2) hours pay under the terms of this agreement. Upon completion of the assigned task, the remainder of the two (2) hours will be worked under the direction of the department director.

7.6 **Overtime**

All hours worked in excess of forty (40) per week shall be compensated at the rate of one and one-half times the employee's hourly rate. For the purpose of overtime calculation a paid but unworked holiday, bereavement leave for an immediate family member and personal leave shall be considered as time worked. Holiday pay on a worked holiday is not considered in computation of overtime as stated in Article 8.3.

In the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable.

ARTICLE 8 - HOLIDAYS

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

- | | |
|------------------------|---|
| New Year's Day | Veterans' Day |
| Martin Luther King Day | Thanksgiving Day |
| Presidents' Day | Day after Thanksgiving |
| Memorial Day | Day before Christmas |
| Independence Day | Christmas Day |
| Labor Day | Day after Christmas |
| | Friday during the week of Spring Vacation |

8.2 **Unworked Holidays**

Eligible employees shall receive pay equal to the job classification and pay status of the job they are performing during the time the holiday occurs. Employees who are on the active payroll on the holiday and have worked both their last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if employees can furnish proof satisfactory to the District that because of illness they were unable to work on both such shifts, and the absence previous to such holiday, by reason of such illness, has not been longer than thirty (30) regular workdays. Employees on unpaid leave of absence are not eligible for holiday pay.

8.3 **Worked Holidays**

Employees required to work on any above-described holiday, shall receive pay due them for the holiday, plus their base rate, for all hours worked on such holiday.

8.4 Holiday dates may be changed by mutual agreement between the Union and the District.

ARTICLE 9 - VACATION

Employees who are employed by October 1 and who complete the balance of the school year shall be paid on the year end pay warrant the following number of vacation days:

3 days vacation	1 year to less than 10 years of completed service
5 days vacation	10+ years of completed service

The daily rate will be the ratio of an employee's normal scheduled workday to eight (8) hours.

ARTICLE 10 - LEAVES OF ABSENCE

10.1 Sick Leave

10.1.1 Each regular employee shall accumulate one (1) day of sick leave for each calendar month worked. An employee who works eleven (11) working days in any calendar month will be given credit for the full calendar month. Sick Leave shall be vested when earned and may be accumulated.

10.1.2 Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.

10.1.3 In the event employees are absent for reasons which are covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District. Such payments shall continue during the period of disability until the employee's sick leave is exhausted.

10.1.4 Use of Sick Leave for Family Illness

Pursuant to the Washington Family Care Act, the District will allow employees to use sick leave to take care of a member of the employee's immediate family where such illness is a serious health condition. For non-serious health conditions up to five (5) days of accumulated sick leave shall be granted for each occurrence where the employee's attendance is medically necessary. Immediate family is defined as spouse, child, parent, stepparent, grandparent, grandchild, sibling or parent-in-law.

10.1.5 Emergency Leave

Emergency leave of up to three (3) days annually shall be granted with pay. Emergency leave shall be deducted from sick leave. Emergency leave is

noncumulative and may not be used to extend other leave, with the exception of bereavement leave, within this Agreement. An “emergency” is defined as an unforeseen and suddenly precipitated occurrence of a serious nature beyond the control of the employee which threatens the physical well-being of the employee or employee’s immediate family, or property of the employee and is of such nature that preplanning is not possible or could not relieve the necessity for the employee’s absence. Application for emergency leave shall be made to the Director of Human Resources or his/her designee. However, if it is impractical to do so, or if the Director is not available, application for emergency leave may be made directly to an employee’s supervisor with a timely follow-up request to Human Resources.

Exclusions for which emergency leave may not be used include:

1. Weddings
2. Graduation/ceremonies where the employee is not a direct participant.
3. Political related activities.
4. Recreation related activities
5. Union business
6. Transportation problems, including weather conditions for local travel, with the exception of an accident

10.2 **Bereavement Leave**

Each employee shall be entitled to a maximum of five (5) days per occurrence leave with pay for absence caused by death of a member of the employee’s immediate family. The employee shall be entitled to three (3) days, per occurrence to attend the funeral, make arrangements for the funeral or grieve as needed. The additional two (2) days will be granted for travel or settlement of estate matters. Immediate family is defined as spouse, parent, child, stepparent, grandparent, grandchild, sibling, brother/sister-in-law or parent-in-law. One additional day which may be taken in increments, may be granted each year for bereavement occasioned by the death of an employee’s friend outside of the immediate family, if the relationship was unusually close. Bereavement leave is noncumulative and shall not be deducted from sick leave. Bereavement Leave shall not be counted as time missed from work for attendance purposes.

10.3 **Maternity Leave**

Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such time as the employee and her medical advisor deem necessary. Employees granted maternity leave must return to work not later than one (1) year following the granting of the maternity leave. Employees granted maternity leave may, at their option, be allowed compensation for maternity leave in accordance with Section 10.1.1 above for the period of actual disability. Before returning to work, the employee must be certified by her physician as ready and able to return.

10.4 **Judicial Leave**

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 the court; provided, however, that any compensation received for such service shall be paid to the District. Such repayment shall not exceed the employee's normal daily pay less the amount received as pay by the court (excludes travel money). In the event that an employee is a party in a court action, such employee may request a leave of absence without pay or benefits.

10.5 Leave of Absence - Without Pay

10.5.1 Upon recommendation of the immediate supervisor and through administrative channels, and upon approval of the Superintendent or his designee, an employee may be granted a general leave of absence for a period not to exceed sixty (60) days; provided however, if such leave is granted due to extended illness, or other reasons acceptable to the district, up to one (1) additional year may be granted. Leave of absence will not be granted for employment in another agency or institution.

10.5.2 Employees returning from leave of absence shall be assigned to the same position held prior to the leave, if the position exists, provided the leave of absence does not exceed the employee's length of active service, and provided the employee is qualified and has the ability to do the job.

10.5.3 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits and sick leave shall not accrue while the employee is on leave of absence and such leave shall be without any pay or benefits paid by the District.

10.5.4 The District shall apply this article in a manner consistent with the Family and Medical Leave Act of 1993.

10.6 Military Service (National Guard/Reserve Duty) Leave

10.6.1 Any employee who is a member of the Washington National Guard or of any organized reserve or armed forces unit of the United States shall be entitled to and shall be granted military leave of absence from his or her employment for a period not exceeding twenty-one (21) days during each fiscal year.

10.6.2 Military leave shall be granted in order that the person may take part in active training duty when required to do so by the military service if such duty cannot be taken during nonwork days.

10.6.3 When military leave is granted, the employee shall receive his/her regular pay from the District.

10.6.4 Such paid leave shall be in addition to any vacation to which the employee might otherwise be entitled.

10.7 **Personal Leave**

10.7.1 Each employee shall be allowed two (2) days of personal leave per school year. Personal leave days may be used in increments of no less a reasonable portion of the employee's shift. This leave shall be noncumulative except as provided in Article 10.7.3 below.

10.7.2 Personal leave shall not be granted during the first two weeks of each school year or the last two weeks of the student school year. Notification for the leave shall be made to the employee's supervisor at least five (5) days in advance of the leave day and is granted on a first come first serve basis. A district supervisor may waive this requirement. No more than two (2) employees in one general job classification shall be allowed to take leave on any day, unless specific written authorization is granted by the supervisor. This leave shall be granted without loss of pay or benefits. The employee is not required to state the reason for the leave. Personal leave will not be classified as an absence for attendance purposes.

10.7.3 Two (2) days of personal leave may be carried over into the next year for a maximum of five (5) personal leave days per year. Employees who wish to carry over personal leave must notify the Payroll Office in writing by May 1.

10.7.4 Employees who have worked the entire work year shall be compensated for unused Personal Leave days at the rate of 100% of the hourly rate based upon their normal workday. Payment will be made on the year-end pay warrant.

10.8 **Leave Sharing**

The District will comply with current statutory leave sharing provisions and leave sharing is available for all classified employees as a group.

ARTICLE 11 - PROBATION, SENIORITY AND LAYOFF PROCEDURES

11.1 The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter "hire date"), as determined by the Board unless such seniority shall be lost as hereinafter provided.

11.2 Employees hired into the District shall be on probation during their first ninety (90) calendar days of employment from their last date of hire. Termination during the probationary period shall not be subject to the grievance procedure.

11.3 Upon completion of the probationary period, the employee shall be credited with seniority back to his/her hire date and the employee shall advance to the appropriate step on the salary schedule. Employees shall move to their next step on September 1 following their last increase provided they were hired on or before January 1.

- 11.4 The seniority rights of an employee shall be lost for the following reasons:
1. Resignation
 2. Discharge
 3. Retirement
 4. Change in department to another general job classification within the bargaining unit.
- 11.5 Seniority rights shall not be lost for the following reasons without limitations:
1. Time lost by reason of industrial accident, industrial illness or judicial leave.
 2. Time on leave of absence granted for the purpose of serving in the armed forces of the United States.
 3. Time spent on other authorized leaves.
- 11.6 Seniority rights shall be effective within the general job classification, in each department of the bargaining unit. As used in this Agreement, general job classifications are those set forth in Article 1, Section 1.3.
- 11.7 Employees who change general job classifications within the bargaining unit shall retain their hire date in previous classifications until the employee has successfully completed the probationary period in the new classification, notwithstanding the fact that the employee has acquired a new hire date in the new general job classification.
- 11.8 To assure that employees are considered in filling any vacancies or newly created positions within this bargaining unit, the following procedures shall be used:
- A. Vacancies and new positions shall be publicized to the staff through a written notice which shall be posted in each building and through electronic mail for at least five (5) work days.
 - B. During such posting period, the District may temporarily fill the vacant position at its discretion. If there is no successful applicant for an open position, the District may fill the position at its discretion.
 - C. The District shall not be required to post more than two (2) successive positions after the initial opening which becomes open as a result of a successful bid. Provided however, that any position that provides a promotion shall be open for bid.
 - D. During the summer months, individual employees are responsible for checking with the Human Resources Office or electronic mail to determine availability of any open positions.
- 11.9 In the event of a promotion, layoff or transfer, the selection of employees to be promoted, laid off or transferred within a general job classification shall be in accordance with merit and ability to perform the available work. Primary consideration in such selections shall be the employee's evaluations, attendance and such objective criteria as may be available. In the event merit and ability are approximately equal, seniority shall prevail. In promotions, the most senior employee will be given first consideration and in case of layoff, the least senior employee will be laid off first.

- 11.10 Should the District decide to lay off an employee, the District agrees to provide such employee with two (2) weeks notice. In the event such layoff occurs during the summer months while the employee is not working, the District will notify the employee and the Union of the layoff.
- 11.11 Employees who have been laid off shall notify the District in writing, within ten (10) days of the layoff, if they desire to return to work or be recalled.
- 11.11.1 Employees who desire to be recalled shall have their name placed in a layoff pool for eighteen (18) months. Employees shall be recalled as openings occur in their general job classification in inverse order of their layoff provided such recalled employees have the ability to perform the work available.
- 11.11.2 Employees who fail to respond to a recall notice within five (5) working days after having been notified of a job opening in their general job classification shall lose all seniority with the District. The District shall have no obligation to rehire such person.
- 11.11.3 Employees in the layoff pool shall notify the District's administration office of their current address and telephone number, and of their desire to return to work. Failure to comply shall result in being dropped from the layoff pool and termination of all seniority rights.
- 11.12 Nothing in this Agreement shall preclude employees of other bargaining units or district employees outside of this bargaining unit from doing bargaining unit work on a temporary basis. Other bargaining unit employees will not be used to permanently replace any permanent employee of this bargaining unit.
- 11.13 For all purposes of this Agreement, regular employees are full-time employees or part-time employees assigned on a regular basis.
- 11.14 The Union recognizes that it has no jurisdiction over substitute work. The District will endeavor to recall laid off employees by seniority to substitute work. Laid off employees may not grieve or arbitrate issues surrounding substitute work.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

The District shall have the right to discipline or discharge an employee for just cause. Any question of just cause may be resolved in accordance with the grievance procedure hereinafter provided.

ARTICLE 13 - STAFF DEVELOPMENT

IUOE members shall receive a wage adjustment for successfully completing staff development workshops, training sessions, seminars and college courses as provided below:

AA Degree	\$.25/hour
45 hours of contact time	\$.25/hour
90 hours of contact time	\$.50/hour
200 hours of contact time	\$250 stipend (one payment)
400 hours of contact time	\$250 stipend (one payment)
600 hours of contact time	\$250 stipend (one payment)

IUOE members who complete staff development hours by August 31 shall be responsible for providing documentation to the Human Resources office by October 1 to be calculated for salary placement. The October 1 salary placement will be retroactive to September 1. A second calculation will be done for documentation received by March 1, with any change in salary effective on March 1. Courses will be pre-approved at the discretion of the District.

Staff development work must be directly related to the employee’s job. For hours to be eligible for staff development contact time, prior written approval by the Human Resources Department is required. Degree work does not need pre-approval of the District. First Aid/CPR and SNA certification is excluded from this provision.

ARTICLE 14 - INSURANCE

14.1 Concept

The District’s program of insurance premium contributions will operate on a pooling basis and will be designed to deliver, to the extent feasible and as described below, full District payment of premiums for dental, vision, group term life, long term disability and medical insurance coverage. Eligible employees will also be able to select coverage beyond those paid for by the District, with the premiums paid by payroll deductions.

14.2 Aggregate Insurance Pool

The insurance pool will be calculated in the month of September (for September and October) and again in November and paid from November through August. The District’s aggregate insurance pool contribution will be calculated at the rate of \$732.00 for the 2008-09 school year, per employee per month on an FTE basis for levy/program FTE and the State pass through amount for apportioned FTE for benefits. For any school year, the District may choose to reopen the contract to determine the contribution amount for the district/program funded FTE, if the legislative pass through amount is more than six percent (6%).

Family pooling options will be offered to any IUOE member in lieu of IUOE pooling on an annual basis. Family pooling across bargaining units may be offered where agreements with other units/associations exist.

14.3 **Eligibility**

Employees employed for .5 FTE (four (4) hours per day) or more will be eligible for the District's contribution toward insurance premiums and will be included in the District dental, vision, group term life, and long-term disability and will be eligible for the medical insurance plans. Employees will, by payroll deduction, pay the difference between the pro-rata (FTE) rate contributed by the District and the premium cost.

Employees hired before December 1, 2002 and employed for less than .5 FTE will be eligible for participation in the medical insurance plan only. If they elect such coverage they pay by payroll deduction the difference between the pro-rata rate contributed by the District and the premium cost. Employees hired after December 1, 2002 and employed for less than .5 FTE will not be eligible for a District contribution or participation under this section.

Employees as defined above shall be eligible for insurance contributions as set forth herein. Commencing on the first of the calendar month following a full month of employment, the District shall make health insurance contributions for eligible employees (e.g., for persons employed in September, coverage shall start on November 1; for persons employed during December, coverage will be for the month of February).

- 14.4 In light of the complexities of law, insurance plans, contribution data, and aggregate insurance pool calculations, the parties agree that, in the event of a dispute between the District and Union concerning the insurance pool, the subject of district insurance contributions shall be treated as a negotiable matter rather than a contractual matter.

14.5 **Menu of Plans**

- A. A group dental plan with orthodontia shall be provided for each employee who is .5 FTE or more, and the employee's eligible dependents.
- B. A vision insurance plan shall be provided for each eligible employee who is .5 FTE or more, and the employee's eligible dependents.
- C. A \$25,000 group term life insurance shall be provided for each eligible employee who is .5 FTE or more.
- D. A long-term disability plan shall be provided for each eligible employee who is .5 FTE or more.
- E. Employees and their eligible dependents may elect WEA Blue Cross, KPS Health Plans, or Group Health Cooperative Health Maintenance if the employee works .5 FTE or more or has a hire date prior to December 1, 2002.
- F. District contributions shall be made for basic benefits only as defined by the 1990 Legislature.
- G. Each year, a vote shall be conducted to determine if eligible employees shall have access to VEBA accounts. Such decisions shall apply to eligible employees who cash out sick leave annually or upon retirement or collectively bargained contributions that qualifies pursuant to VEBA eligibility rules.

The District will continue to pay the Health Care Authority (retirees) carve-out for each employee (currently \$60.40 for the 08/09 SY) for the duration of the agreement. Regular part-time employees shall receive a pro-rated portion.

14.6 Compliance

It is the intent of the parties to comply with appropriate limitations imposed by regulations, statute, and the State Operations Appropriations Act, as they relate to expenditures for employee benefits. No provision of this Section shall be interpreted or applied so as to place the District in breach of the benefit limitation imposed by state law or to subject the District to a penalty.

The parties agree to abide by state laws relating to school district employee benefits.

ARTICLE 15 - TRAINING AND MEETINGS

15.1 Employees who attend training courses required by state regulations or approved by the District shall be paid by the District at the employee's regular hourly rate of pay for all time in attendance, plus fees, tuition and transportation costs. Course attendance including remuneration, fees, tuition and transportation costs, if any, must have prior written approval by the Assistant Superintendent or designee.

15.2 All employees may be required to attend regular or special meetings, provided that each employee shall be paid at his/her regular hourly rate while in attendance at such mandatory regular or special meetings. Such payment shall be subject to the overtime provision.

ARTICLE 16 - UNION MEMBERSHIP

16.1 All employees whose work is .5 FTE or more, and those who are employed after the effective date of this agreement whose work is .5 FTE or more and who have completed their probationary period shall, as a condition of employment, join the Union for the duration of their employment with the District.

16.2 For purposes of this Article, union membership is satisfied if the employee pays appropriate initiation and representation fees to the Union or in the event of religious objections due to bona fide religious tenets, to a charity acceptable to the Union.

16.3 Notwithstanding any other provision of this Agreement, where an employee is assigned to perform work in two or more bargaining units, the employee, if obligated to be a member of the Union, shall join the bargaining unit wherein the employee works the greater amount of time. If a tie exists, the employee shall decide which unit to join.

16.4 The District shall, within twenty (20) days after an employee has completed his/her probationary period, notify the Union of the name and address of such employee and the location the employee normally reports to work.

- 16.5 Dues Deductions. The District agrees to make payroll deductions of normal monthly union dues, upon having received notice from the Union of the amount to be deducted. The District shall then remit such deducted dues to the local union by mail check on a monthly basis. The Union shall hold the District harmless against any and all claims that may arise under this Article.

ARTICLE 17 - GRIEVANCE PROCEDURE

- 17.1 The purpose of this procedure is to provide a means for the orderly and expeditious adjustment of grievance.

- 17.2 A grievance is an alleged violation or misinterpretation of the specific provision(s) of this Agreement. Any provision which is excluded from grievance or arbitration by a provision in this Agreement shall be excluded from this Article.

17.3 *Step One*

The employee shall discuss the alleged violation with the employee's immediate supervisor in a private conference within ten (10) working days from the date of the occurrence of the grievance, or from the date the employee had first knowledge, or should reasonably have had first knowledge, of the grievance. The employee must indicate at this conference that this is a grievance matter. Every effort should be made to address the concern informally and/or to develop an understanding of the facts and issues in order to create a climate which will lead to a solution. The employee has a right to have a union representative present at all grievance meetings. The supervisor shall respond to the employee informally within ten (10) working days.

17.4 *Step Two*

Within ten (10) working days of the employee's receipt of the immediate supervisor's informal response in Step One, the employee will commit the grievance to writing on a Grievance Review Request form, sign it and submit it to his/her immediate supervisor. The Business Representative of the Union may assist the employee. The written grievance shall include: (1) the specific facts of the grievance; (2) the section(s) that have been allegedly misinterpreted or violated; and (3) the recommended solution to the grievance. The supervisor shall meet with the employee in an effort to resolve the grievance. Within (10) working days after receipt of the grievance, the supervisor shall communicate a written response to the grievant.

17.5 *Step Three*

If the grievant is not satisfied with the resolution at Step Two, he/she may, within ten (10) working days after receipt of the written response from Step Two, submit the grievance to the Executive Director of Human Resources or his/her designee. The Executive Director of Human Resources or his/her designee shall meet with the grievant in an effort to resolve the grievance. Within ten (10) working days after receipt of the grievance, the Executive Director of Human Resources or his/her designee shall communicate a written response to the grievant and the Union.

17.6 *Step Four*

If the grievant is not satisfied with the resolution at Step Three, the Union may, within fifteen (15) working days after receipt of the District's written response in Step Three and at the request of the employee notify the District of its intent to submit the grievance to arbitration and shall not file for arbitration until ten (10) working days after such notification. To effectuate arbitration, the Union shall request the Federal Mediation and Conciliation Service to supply a list of seven (7) arbitrators. Upon receipt of the list of arbitrators, representatives of the District and Union shall, within ten (10) working days, select an arbitrator from said list. The two parties shall decide on order of first removal by the flip of a coin. The remaining name, after each party has eliminated three, shall be the arbitrator.

- A. The arbitrator shall limit his/her decision strictly to disputes involving the violation or interpretation of the express terms of this Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or in violation of an Attorney General's Opinion, unless the AGO is overruled by judicial action.
- B. The arbitrator's decision shall be final and binding on the Union, the employee(s) involved, and the District.
- C. The fees and expenses of the arbitrator, the hearing room, etc., shall be shared equally by the District and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

The arbitrator shall render his/her decision within thirty (30) calendar days following the conclusion of the arbitration hearing or submission of any post-hearing brief.

- D. The arbitrator shall not have the authority to add to, modify, subtract from or otherwise alter the terms of this agreement.

17.7 Grievance hearings shall be held at reasonable times and places that do not conflict with the employee's working day unless otherwise mutually agreed.

17.8 **Time Limits**

Unless time limits as set forth are extended by specific mutual agreement of the District and the Union, the number of days within each step is the maximum. Failure on the part of the District to act within the time limits will move the grievance to the next step automatically. Failure of the grievant or the Union to comply with any time limits specified in this procedure shall constitute waiver of the grievance.

ARTICLE 18 - EMPLOYEE TRAVEL

18.1 Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on per mile basis at the amount authorized by the

IRS. Said reimbursement shall include cost of fuel, oil, insurance, maintenance and depreciation.

- 18.2 Employees required to remain overnight on District business shall be reimbursed for reasonable and necessary room and board expenditures.

ARTICLE 19 - SALARIES

- 19.1 Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions and hours worked. Employees are required to participate in direct deposit for their monthly pay-warrants.
- 19.2 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in the salary schedule attached hereto and by this reference incorporated herein.
- 19.3 For the purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter (1/4) hour for all employees except bus drivers. Bus drivers will be compensated for actual time worked.
- 19.4 Payday is the last business day of each month. Employees will be paid twelve (12) equal payments based on established contracted time. Substitutes, extra time, overtime, deduct time, leave usage and adjustments for L&I payments are made one (1) month after occurrence.
- 19.5 Employees transferred into positions at a lower rate of pay and grandfathered at their current salary, will not receive a pay increase until their current rate of pay equals the rate of pay for the position of the assigned work.

ARTICLE 20 - SPECIAL PROVISIONS – TRANSPORTATION

The District and the Union recognize the necessity to operate the Transportation department in an economical and efficient manner. In an effort to meet these objectives, it is mutually understood that if changes in routing are made, such changes will be as a result of an analysis of route viability. If a route is no longer economical and/or efficient, then the District can make appropriate routing changes. Such changes may either include adding or subtracting work from a driver's run with the resulting bidding/bumping process.

20.1 Definitions

Regular Work: The daily to and from school route, kindergarten or any mid-day that when combined establishes an employees daily/weekly route.

- **Regular Run:** The daily to/from school route.
- **Mid-day Run:** Any work that is after the regular A.M. run and before the regular P.M. run.

Extra Work: Extra curricular work such as athletics, field trips, music, performing arts and any out of district events that are not considered a regular run. Extra work is not part of the regular work calculation.

New Work: Any regular run or mid-day run that develops after the bid process. Bid process defined in Article 20.5.A.

Summer Work: All work generated after the end of the student year and before the first student day of the following school year.

20.2 **General Provisions**

- A. Each driver is required to maintain their CDL at their own expense, except the school district shall reimburse for expenses incurred for the State required physical if the cost is not covered by the employee's medical insurance. To be eligible for the reimbursement, pre-authorization is required and the physician shall be chosen by the District.
- B. The District shall pay the cost of the renewal of an employee's abstract.
- C. The Transportation Director, or designee, shall notify employees when the video camera is operational on their bus.
- D. When an employee is off work, a substitute will be assigned the regular driver's regular to and from school work. The mid-day portion of the work will be posted and the bid process followed. Employees are eligible to bid if the work will not conflict with their established regular work.
- E. All District bus driving shall be performed by District bus drivers provided that buses and/or drivers are available and provided further that the trips are sponsored and paid for by the District. The District shall continue its practices regarding Activity Advisors and Coaches.
- F. Drivers awarded summer work may request leave without pay for up to five (5) work days. Request for leave shall be made no less than five (5) days in advance of the leave date and authorized by the Transportation Director or designee.

20.3 **Salary/Wages**

- A. Up to twenty (20) hours per month of overtime is available to all drivers through the bid process for extra-work.
- B. In addition to actual driving time, forty-five (45) minutes per day will be allowed to bus drivers for the purpose of warm-up, bus cleanup and paperwork. Fifteen (15) minutes of which will be added to the end of the a.m. portion of their regular work and will be paid outside of the two hour guarantee (article 7.5).
- C. In August or when a new route is added, drivers shall be allowed two (2) hours to drive and document the route. No additional time will be paid to learn established routes.

- D. Overnight extra work will be compensated at the regular hourly rate for the duration of the work, except twelve (12) hours of meal and sleeping time is to be deducted without pay, provided the employee is not required to work during the time so designated.

20.4 **Bid Process**

- A. Bus drivers will choose regular work based on seniority. Drivers will return in September to the daily route assignments and pay hours existing at the close of the previous school year; new routes will be assigned to new regular or substitute drivers. All runs will be posted for employee review by the fifteenth (15th) student day of the new school year. Route times will include the pre-trip/post-trip time referred to in Section 20.3.B. Collective run bidding will occur on the last four (4) working days of September and new routes and route assignments will begin on the first working day of October.
- B. Each driver shall be given a scheduled bid time and have up to thirty (30) minutes to select a route. Should a driver fail to bid during his/her appointed bid period, that driver will be bypassed, allowing the next senior driver to bid. Proxies will be honored in the event an employee is not going to be present at his/her bidding time due to issues beyond his/her control. A proxy form will be submitted to the District prior to bid stating the employee's first, second and third choice route and/or special instructions for the proxy.
- C. Using seniority each employee will build his/her route using a combination of to/from school runs and mid-day work to a maximum weekly average of forty (40) hours. For those employees with a combined total of thirty-seven (37) hours per week, a 1.0 benefit FTE will be paid for the packaged work. The employee is paid for actual time worked for the package established, including any extra work as bid for overtime. (The route established by the employee becomes a packaged route for the remainder of the year and can only be bid on as a whole).
- D. All work will be subject to the bid process. All work will include a posting and closing date and time. Employees shall be given equal notification of all work available and must sign the bid sheets to be considered. Closing time of bids will be 10:00 am.
- E. The District reserves the right to bypass an employee's bid on work for a valid reason if such assignment is deemed by the District not to be in the best interest of either party. In such case, the District shall advise the employee of the reasons in writing. Should the employee feel the by-pass was not executed for valid reasons, the dispute may be pursued according to the Grievance Procedure.

20.5 **Posting and Bumping**

- A. All new work shall be posted for forty-eight (48) hours. Employees must sign the bid sheet to be considered and work will be awarded by seniority. Only employees who can accept the new work without giving up any portion of their regular work will be eligible to bid for new work.

- B. Any work that has been changed by a weekly average of twenty (20) minutes per day shall be posted for forty eight (48) hours. Each successful bidder's run will then be posted for twenty-four (24) hours for a total of no more than five (5) postings. After the bid process is complete a bump will then follow. Any driver losing a run shall bump a less senior driver within twenty-four (24) hours. All employees will stay on their original runs until the bid/bump is complete.
- C. Employees with a packaged run that lose time will retain their 1.0 benefit FTE for a period of twenty (20) work days at which time if their route does not return to the 37 hours required for the package guarantee they may bump a less senior employee. The vacated work will then be posted separately for re-bid.
- D. The District will pay benefits on new work of an indefinite duration that extends beyond twenty (20) working days.

20.6 **Extra Work**

- A. Extra work shall be posted forty-eight (48) hours prior to awarding time. Closing time of bids will be 10:00 a.m. In cases of emergency, employees will be notified by seniority. Work will be awarded the day prior to the trip except in cases of emergency when closing time will be 3:00 p.m.
- B. Extra work eligibility requires that an employee must work at least part of their regular work the day the trip closes and at least part of their regular work on the day of the trip to qualify. Time off on this day will be allowed at the discretion of the Transportation Director.
- C. The time paid for a trip will be the time actually required and a reasonable time allowed for warm-up and cleanup.
- D. In the event extra work that has been awarded is cancelled without adequate notice to the employee, the employee will be compensated two (2) hours report time.
- E. If an awarded trip is declined or there is a need for additional buses, dispatch will award the work to the next eligible employee who signed for the trip. If time does not permit contacting the next eligible employee, the work will be awarded to the eligible senior driver available, or on District time.
- F. If an employee has knowledge that a trip has been incorrectly assigned, he/she will notify the District as soon as possible or shall not be allowed to grieve the District's decision.

20.7 **Layover Time**

- A. Layover time will be paid when employees are working two or more routes in any one day and the time between each route is not in excess of one (1) hour. Layover time will be paid at the employees full hourly rate, not to exceed one and one-half (1 1/2) hours cumulative daily layover time.

- B. A location for layover time will be designated by the Transportation Director. Additional duties may be assigned during layover time. Employees refusing additional duties during layover time shall not receive pay for the layover period.
- C. Employees may leave the work site during paid lunch and dinner periods only with the specific prior approval of the Transportation Director or designee. Employees shall not be required to remain on site during unpaid lunch or dinner periods.

ARTICLE 21 - SPECIAL PROVISIONS – CHILD NUTRITION

- 21.1 The Child Nutrition Department will fill a temporary opening by promoting a qualified Child Nutrition employee within the District, rather than calling a substitute, provided that, in the Child Nutrition Director's judgment, that someone is the best qualified and available to perform the work in a proper manner.
- 21.2 Employees hired after the date of ratification must have SNA certification to work in the Technician, Cook Manager or Central Kitchen Manager job categories. Any staff member who allows their certification to lapse after being notified by the Child Nutrition Director, or designee, of impending expiration shall be placed on notice. If the employee fails to recertify prior to expiration, that employee shall be involuntarily transferred to a non-manager position or placed on layoff status.
- 21.3 Child Nutrition personnel are required to have a valid Washington State Food Handler's card and to post same in assigned work area consistent with regulation. It is the responsibility of the employee to obtain and maintain the required card.
- 21.4 The rate of pay for catering work done by Child Nutrition staff will be equal to the rate of pay for the Central Kitchen Manager, step 1, position. The Child Nutrition Director will determine which staff members will be offered catering work as needed. Catering hours are not part of the employee's FTE or eligible for benefits.

ARTICLE 22 - STATUS OF THE AGREEMENT

- 22.1 This Agreement shall become effective when ratified by the Union and the Board of Directors of the Sumner School District No. 320.
- 22.2 This Agreement shall supersede any rules, regulations or policies of the District which are specifically contrary to its expressed and specific terms.
- 22.3 In the event that any Article or Section of this agreement is found to be contrary to law or to an Attorney General's Opinion (AGO) or to the findings of a court of competent jurisdiction, such Article or Section shall be null and void and all other Articles and Sections shall continue in full force and effect.

The parties agree they shall, upon request of either party, meet to negotiate concerning a replacement Article or Section for any such Article or Section so invalidated.

22.4 This Agreement constitutes the full and effective agreement between the parties, acknowledging that the parties have had full and ample opportunity to advance all proposals in negotiations. It, therefore, concludes collective bargaining for its term except as provided in 23.2 and except that both parties may mutually agree to change or modify any Section through their voluntary, mutual written consent.

ARTICLE 23 - DURATION

23.1 The term of this Agreement shall be from September 1, 2008, to August 31, 2012.

23.2 The 2008-09 salary schedule may be found in Appendix A of this Agreement. Additional salary increases during the term of this agreement are as follows:

2009-10 The salary schedule will be increased based on the Seattle Consumer Price Index (CPI) as identified by the Washington State Legislature for the I-732 COLA.

2010-11 The salary schedule will be increased based on the Seattle Consumer Price Index (CPI) as identified by the Washington State Legislature for the I-732 COLA plus one-half percent (.5%) from the District.

2011-12 The salary schedule will be increased based on the Seattle Consumer Price Index (CPI) as identified by the Washington State Legislature for the I-732 COLA plus one-half percent (.5%) from the District.

23.3 During the life of the agreement, the District will provide the greater of \$732.00 per eligible employee (as defined in Article 14.3) per month or the amount of the state pass-through for insurance benefits.

23.4 The parties shall enter into negotiations for a successor agreement no later than April 1, 2012.

FOR THE SUMNER SCHOOL DISTRICT

FOR THE UNION I.U.O.E LOCAL 286

Dr. Gil Mendoza, Superintendent

I.U.O.E. Local 286
Dave Maxwell, Business Manager

Date

Date

Appendix A
08-09 Salary Schedule

IUOE Child Nutrition and Transportation Salary Schedule 2008-2009

Effective: 9/1/08

CHILD NUTRITION	Step	Step	Step	Step
	1	2	3	4
Child Nutrition Assistant	\$11.68	\$12.20	\$12.67	\$13.09
			Step	Step
			1	2
Child Nutrition Technician			\$13.61	\$14.29
Cook Manager			\$14.66	\$15.34
Central Kitchen Manager			\$15.44	\$16.12
Child Nutrition Substitute			\$10.51	
Probation 10% less than step 1 rate.				

Child Nutrition employees who complete the School Nutrition Association (SNA) Certification requirements and receive an SNA certificate and maintain it in a current status shall receive the following stipend:

- Level 1: Thirty (30) hour certification = \$.15/hour stipend
- Level 2: Ninety (90) hour certification = \$.25/hour stipend

Child Nutrition employees will be provided with a minimum of 186 paid work days to include work days for before/after school year training, site preparation and holidays.

Note: • A longevity premium of twenty-five cents (\$.25) per hour shall be paid to those employees who complete ten (10) years of continuous service with the Sumner School District. A premium of fifty cents (\$.50) per hour shall be paid at fifteen (15) years of continuous service with the Sumner School District. Longevity pay will be credited to the employee's anniversary date.

TRANSPORTATION	Year 1	Year 2
Bus Driver	\$17.05	\$18.06
2 nd Year Substitute Driver	\$15.35	
Substitute Driver	\$13.64	
Probation 10% less than rate.		

Index

B

Bereavement Leave - 8
Bid Process, Transportation - 20
Bumping, Transportation - 20

C

Child Nutrition, Special Provisions - 22

D

Discipline & Discharge - 12
Duration of Agreement - 23

E

Emergency Leave - 7
Employee Evaluations - 4
Extra Work, Transportation - 21

F

Family Illness Leave - 7

G

Grievance Procedure - 16

H

Holidays - 6
Hours of Work and Overtime - 5

I

Insurance - 13

J

Judicial Leave - 8

L

Layoff Procedures - 10
Layover Time, Transportation - 21
Leave Sharing - 10
Leave Without Pay - 9
Leaves of Absence - 7
Longevity - 24

M

Maternity Leave - 8
Military Service Leave - 9

N

No Strike, No Lockout - 4
Nondiscrimination - 4

O

Overtime - 5

P

Personal Leave - 10
Posting, Transportation - 20
Preamble - 3
Probation - 10

R

Recognition & Coverage of Agreement - 3
Rights of the Union - 5
Rights of the Employee - 4
Rights of the Employer - 3

S

Salaries - 18
Salary Schedule - 24
Salary/Wages, Transportation - 19
Seniority - 10
Sick Leave - 7
Staff Development - 13
Status of the Agreement - 22

T

Training and Meetings - 15
Transportation, Special Provisions - 18
Travel - 17

U

Union Membership - 15
Unworked Holidays - 6

V

Vacation - 7
VEBA - 14

W

Work Holidays - 6