AGREEMENT

by and between

DIERINGER SCHOOL DISTRICT NO. 343

and

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL NO. 286

CUSTODIAL—MAINTENANCE—TRANSPORTATION
BARGAINING UNITS

SEPTEMBER 1, 2015
through
AUGUST 31, 2018
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INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 286
and
DIERINGER SCHOOL DISTRICT NO. 343

AGREEMENT

SEPTEMBER 1, 2015 - AUGUST 31, 2018

The Board of Directors of Dieringer School District No. 343, hereinafter known as the Employer, and the International Union of Operating Engineers Local 286, referred to hereinafter as the Union, do hereby reach agreement for the purpose of enhancing the material conditions of the employees, to promote the general efficiency of the Employer, and to promote the morale, well-being and security of the employees.

ARTICLE I DEFINITIONS

The terms used hereinafter within this Agreement shall be defined as follows:

EMPLOYER: Shall mean the Dieringer School District No. 343 and/or the Board of Directors of the Dieringer School District No. 343 or their designee(s).

EMPLOYEE: Shall be any person in this bargaining unit represented by Local No. 286 exclusive of substitutes and non-bargaining unit administrators in the transportation and maintenance departments.

UNION: Shall mean the International Union of Operating Engineers, Local No. 286, and/or the Union Representative.

DAY OR DAYS: Shall mean consecutive calendar days unless otherwise specified.

HOURS WORKED: Shall mean all hours that an employee is actually performing assigned work and/or when an employee is in a pay status, i.e., authorized absences with pay, paid vacations, and paid holidays. Such hours shall be recorded and tracked for all purposes to the nearest quarter hour (e.g. a shift of 5 hours and 53 minutes will be rounded to 6 hours, and a shift of 5 hours and 52 minutes will be rounded to 5 hours and 45 minutes.

SENIORITY: Seniority shall be the period of time an employee has worked within the District under this bargaining unit, and shall be received after the successful completion of the probationary period retroactive to the most recent date of hire.

AUTHORIZED ABSENCE: Shall be that period of time approved by the immediate supervisor for the employee to be off work in a pay status.
AUTHORIZED LEAVE: Shall be that period of time approved by the Board for the employee to be off work without pay.

TERMINATE: Shall mean discharge for just cause, death, and transfer to a position outside the bargaining unit, retirement, resignation, permanent illness or injury.

ARTICLE II - RECOGNITION

2.1 The Employer recognizes the Union as the collective bargaining agency for all employees in the transportation, custodial and maintenance departments.

2.2 Union Security & Check off of Dues:

As a condition of employment all employees shall become members of the Union after thirty (30) days of employment, or the signing of this Agreement. A person working less than 3 1/2 hours per day will not be required to become a member of the Union. The Employer further agrees that as a condition of employment all employees who are members of the Union at the time of this Agreement, and all employees who voluntarily join the Union will remain members of the Union in good standing.

In addition, persons having a bona fide religious tenet or teaching pursuant to RCW 41.56.122 may exempt themselves by invoking that law.

The District agrees to make monthly payroll deduction of dues upon receipt of a properly signed payroll deduction authorization and further agrees to make other deductions as requested by a member to the Union.

2.3 The supervisor of transportation shall not perform bargaining unit work except to assist or work as a substitute. There will be no subcontracting of bargaining unit work without first bargaining the decision and the effects of such decision. No current position will be lost, displaced or supplanted by supervisors or non-bargaining unit employees performing bargaining unit work. The current maintenance structure allows the supervisor of operations to perform maintenance work. Should the need for maintenance positions increase, all additional maintenance hires will be covered by this collective bargaining agreement in accordance with the salary schedule.

2.4 At least thirty (30) days prior to a layoff, the District will provide notice to the affected employees.

2.5 When an outside group using district facilities fails to leave the facilities in a student-ready state, a custodian impacted by such failure shall notify his or her supervisor. The supervisor shall address the situation by adjusting the custodian’s work expectations, assigning additional custodial time, or speaking with the outside group.
2.6 Substitute employees who have worked more than 30 days in the current or immediately preceding school year will be considered members of this bargaining unit, and will be subject to Sections 2.2, Article 3, Article 4 (to the extent that the sections of the contract mentioned in this section are alleged to be violated), Section 8.1, Section 11.1, Section 14.1, Section 16.1, Sections 17.1, 17.2, 17.3, 17.6, 17.7, 17.10, 17.16, 17.17, 17.19, 17.20, Sections 18.1, 18.2, 18.3, 18.6, 18.8, and Appendix B. Bus driver substitutes who remain with the District for at least one year shall be reimbursed the cost of the required medical exam under Section 17.14, and all substitutes shall be guaranteed an interview for any open position for which they apply and are qualified.

ARTICLE III - UNION MANAGEMENT RELATIONS

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

3.2 Bargaining unit employees shall be paid for time lost by the District for time at the bargaining table, if mutually agreed to bargain during the work day.

3.3 The District shall grant four (4) days leave with pay to the chairman of the bargaining unit as requested during his/her term in office. The Union must reimburse the District for the costs of the substitute.

ARTICLE IV - GRIEVANCE PROCEDURE

4.1 A grievance is a claim based upon an alleged violation, misinterpretation, or misapplication of specific provision(s) of this Agreement. A grievance must be filed within 20 (twenty) calendar days of the alleged violation, misinterpretation, or misapplication of specific provisions of this Agreement, or 20 (twenty) days from the date an employee should have known of the alleged violation, misinterpretation, or misapplication of specific provision(s) of this Agreement. An employee who participates or intends to participate in any grievance as defined herein shall not be subjected to discipline, reprimand, warning, or reprisal, because of such participation or intention. All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants. The employee may have representation present during any of the grievance steps.

LEVEL 1 (Verbal with Supervisor): Appeal in person to the immediate supervisor. Every effort shall be made to solve the grievance at this level in an informal manner.

LEVEL 2 (Written to Supervisor): If the grievance is not resolved informally, it shall be reduced to writing and presented to the to the immediate supervisor within ten (10) school days of the employee’s verbal appeal to the supervisor at Level 1. The written grievance shall identify the section(s) of the Agreement alleged to have been violated, the facts upon
which the grievance is based, the date of the verbal appeal to the immediate supervisor, and a proposed remedy to the grievance. The supervisor shall render a decision on the grievance within ten (10) school days of receipt of the written grievance. If the grievant does not file said grievance in writing within ten (10) school days after the decision at Level 1 is rendered, the grievance shall be considered waived.

LEVEL 3 (Written to Superintendent): If the grievance is not resolved at Level 2, the grievant shall submit a written statement of the grievance to the Superintendent within ten (10) school days of receipt of the Supervisor’s answer at Level 2. After the written grievance is presented to him/her, the Superintendent shall render a decision in writing and present it to the grievant within ten (10) school days of receipt of the written grievance. If the grievant does not file said grievance in writing within ten (10) school days after the decision at Level 2 is rendered, the grievance shall be considered waived.

LEVEL 4 (Arbitration): A grievance not settled at Level 3 of the grievance procedure may be appealed to arbitration provided: Written notice of request for arbitration is made to the Superintendent within fifteen (15) school days of the receipt of his/her answer to Level 3. Within ten (10) working days after such written notice the parties shall jointly request a list of arbitrators from the American Arbitration Association. The parties will be bound by the rules and procedures of the American Arbitration Association.

4.2 Time lines for grievances may be extended by mutual agreement. The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision. The arbitrator shall have no power to advise on salary adjustments, except as to the improper application thereof, nor to add to, subtract from, modify or amend any terms of this Agreement. A decision of the arbitrator shall, within the scope of his/her authority, be binding upon both parties.

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

ARTICLE V - SENIORITY

5.1 Seniority shall prevail in lay-off for all regular employees after one (1) month of service. Seniority shall be broken only by justifiable discharge, voluntary quit, or more than 12 months lay-off. In the event of a lay-off, within each classification the last employee hired shall be the first laid off, and the last employee laid off shall be the first rehired. Employees laid off shall be eligible for rehire during the 14 month period following the effective date of the layoff provided the employee notifies the District office of any changes in address and does not reject any offer of employment from the District for a position with similar hour and wages as the position from which the employee was laid off. A list of employees arranged in order of their seniority shall be posted in a conspicuous place at their place of employment. All regular runs will be posted at the beginning of each school year, and will
be bid on the basis of seniority.

5.2 No employee shall continue to accrue seniority when on leave without pay except Workers' Compensation leave.

5.3 The Employer and the Union agree that merit and ability being equal, seniority shall govern in lay-offs, rehiring and promotion within the bargaining unit.

5.4 Probationary employees shall serve one calendar year in a probationary status. Termination during said probation period shall not be subject to the grievance procedure. This section shall not apply to any employee who has already completed probation as of April 7, 2009.

ARTICLE VI - VACATIONS

6.1 All year round employees shall receive vacation days in accordance with the following schedule:

1st year of service = 11 days  
2nd year of service = 12 days  
3rd year of service = 13 days  
4th year of service = 14 days  
5th year of service = 15 days  
6th year of service = 16 days  
7th year of service = 17 days  
8th year of service = 18 days  
9th year of service = 19 days  
10 years of service = 22 days  
14 years of service = 24 days  
After 15 years of service = 25 days  

All extra time worked shall be credited for vacation days. Employees may carry over a maximum of ten (10) vacation days from the previous year, provided that the maximum vacation days at any one time may not exceed thirty five (35). No more than thirty (30) days of vacation may be cashed out by any employee upon separation or retirement.

Employees who do not use all of their earned vacation days shall be compensated for up to five (5) unused days at their normal rate of pay for their regularly scheduled work hours. Employees may request this vacation leave cash out once per contract year, and by no later than August 10th.

6.2 If a scheduled vacation day falls on a holiday, an additional vacation day shall be given.
6.3 Approved vacation schedules will not be changed by the District unless the District has first conferred with the employee and taken his/her thoughts on the changes into consideration.

6.4 Custodial employees may only take vacation on school days when approved in advance by the Superintendent based on exceptional circumstances. The granting of such requests is within the discretion of the Superintendent, and exceptions will not be granted when the failure to seek prior approval causes the exceptional circumstances.

6.5 School term employees shall receive pay for bonus days in accordance with the same schedule as Section 6.1. For employees hired after September 1, 2006, the number of bonus days for school term employees shall be prorated by the employee’s full time equivalency (FTE) based on a full-time employee schedule of 2080 hours per year.

ARTICLE VII - HOLIDAYS

7.1 All transportation, custodial and maintenance employees will receive paid holidays in accordance with this section.

7.2 All twelve (12) month employees shall receive the following paid holidays:

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

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

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Presidents' Day
4. Memorial Day
5. Labor Day
6. Veterans' Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Day before Christmas
10. Christmas Day
11. New Year's Eve
12. Independence Day

ARTICLE VIII - DISCRIMINATION

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

ARTICLE IX - PENSIONS

9.1 All classified employees, who are employed in an eligible position, are entitled to membership in the State Employees' Retirement System. The amount needed for the pension fund for this retirement system will be paid by the School District for each employee.

9.2 All hours worked shall be credited for retirement benefits.

ARTICLE X - LEAVES

10.1 Sick Leave:

The District shall grant full-time, 180-day staff members of the District twelve sick leave days annually. The District may require a signed statement from a physician for those absences in excess of five consecutive days. If sick leave benefits are exhausted, the board may grant leave without pay for the balance of the year upon the recommendation of the superintendent.

When a staff member is rehired by the District, he/she shall be credited with any sick leave accumulated in the District prior to his/her original termination.

Sick leave not used can be accrued and carried over into the next school year.

In January of the year following any year in which a minimum of sixty days of injury or illness leave is accrued, and each January thereafter, any eligible staff member may exercise an option either:

(1) to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the staff member for each four full days of accrued leave for illness or injury in excess of sixty days; or

(2) to add that years sick leave to the staff member's accumulated sick leave. Such leave for which the staff member has received compensation shall be deducted from accumulated sick leave at the rate of four days for every one day's monetary compensation.

A staff member who retires may cash-out all accrued injury or illness leave at the above rate. Such leave shall be accrued at the rate of not more than one day per month.
At no time may a staff member's accumulated sick leave be reduced below sixty days once that amount is accumulated to allow the staff member to take advantage of this option.

10.1 a. The District shall grant leave for a disabled employee injured during non-work related activities or if unable to work due to illness. Such employee's position shall be held for his/her return for a period of ninety (90) working days or whenever they have exhausted paid leave, whichever is greater. The position shall be offered on a sub basis for this period after which it shall be posted and filled.

If the employee returns after said leave, they must wait for a vacancy within their job description. Such employee will be used as a substitute if the employee signs up for such work.

10.2 SICK LEAVE SHARING:

A District employee is eligible to receive donated leave if all the following are true:

A. 1. The staff member requesting shared leave suffers from, or for an employee's child under eighteen (18) who has a health condition that requires treatment or supervision pursuant to WAC 296-230 which has caused, or is likely to cause, the staff member to:
   a. go on leave-without-pay status; or
   b. terminate his/her employment.

2. The staff member’s absence and the use of shared leave are justified;

3. The staff member has depleted, or will shortly deplete, all his/her annual leave, vacation and sick leave reserves;

4. The staff member has abided by District rules regarding sick leave use; and

5. The staff member has diligently pursued and been found to be ineligible to receive industrial insurance benefits.

6. Sick leave may only be shared by employees within the bargaining unit.

The Superintendent, or designee, shall determine the amount of leave, if any, which a staff member may receive under this policy. Normally a staff member shall not receive more leave than the number of contracted days remaining in the current school year. However, in the event that the condition requiring the employee's absence continues beyond the current school year, the employee shall not receive a total of more than 261 days of leave.

B. District employees may donate leave as follows:
1. A staff member who has an accrued sick leave balance of more than twenty-two (22) days may request that a specified amount of sick leave be transferred to another staff member authorized to receive such leave. A staff member may request to transfer no more than six (6) days of sick leave during any twelve (12) month period, and may not request a transfer that would result in an accrued sick leave balance of fewer than twenty-two (22) days. Sick leave as defined in RCW 28A.400.300 means leaves for illness, injury and emergencies.

2. Employees working less than a full year who accrue "bonus days" as part of their compensation, but who may not, in fact, utilize paid bonus, may donate sick leave as herein provided.

The donation of leave is totally voluntary. No employee shall be coerced, threatened, intimidated or financially-induced into donating leave.

The number of leave days transferred shall not exceed the amount authorized by the donating staff member.

The value of leave shall be shared on an hour per hour basis.

The value of any leave transferred under this policy which remains unused shall be returned at its original value to the staff member who donated the leave. To the extent administratively feasible, the value of unused leave which was transferred by more than one staff member shall be returned on appropriate value basis. For example, if three people earning equal wages each donate one day to someone earning the same salary and only one of the three days is used, two-thirds of a day of leave would be returned to each donating staff member. However, if employees of different pay rates donate time, they will receive time back in proportion to the dollar value of the leave donated.

10.3 Leave of Absence:

An employee may apply for a leave of absence from the School District through the Superintendent of Schools. Leaves of absence shall be granted at the discretion of the School Board. Such employee’s position shall be held for his/her return for a period of ninety (90) working days or whenever he/she has exhausted paid leave, whichever is greater. The position shall be offered on a substitute basis for this period after which it shall be posted and filled. If the employee returns after said leave, he/she must wait for a vacancy within his/her job description. Such employee will be used as a substitute if the employee signs up for such work.

10.4 Personal Leave:

Employees shall be granted personal leave for not more than three (3) days per year. This leave shall be non-accumulative. Personal leave must be arranged by the individual with permission to be granted by the Supervisor or the Superintendent or his/her designee. The
employee shall notify the Employer not less than twenty-four (24) hours prior to the leave. No more than two (2) employees may take personal leave on the same day. Exceptions may be approved by the Superintendent.

Employees who do not use the three (3) above-mentioned personal leave days shall be compensated for each unused day at their normal rate of pay for their regularly scheduled work hours. Cash out for unused personal leave days shall be automatically paid in the July payroll. Full year employees who have unused personal leave days that they do not want automatically cashed out shall notify the District by June 30 of each year.

An employee who has completed ten (10) years of service to the District shall be allowed to take two (2) additional unpaid personal leave days after exhausting the three (3) personal leave days described above. Such leave may not be scheduled to extend a three- (3) day weekend or vacation period except with the express permission of the Superintendent. To be eligible for this opportunity, the employee must (a) have been absent from work less than seven (7) days in the twelve (12) months preceding the request, (b) make the request at least two (2) weeks in advance, (c) not have used this opportunity in the preceding five (5) years, and (d) not currently be on a plan of assistance. No more than two (2) employees in the bargaining unit may schedule this leave for the same day and employees shall schedule such days on a first-come, first-served basis.

10.5 Maternity Leave:

A staff member may use accumulated, paid sick leave for the period of actual disability attributable to pregnancy. In addition, the District shall grant a leave of absence without pay or fringe benefits, except as required by Family Medical Leave Act, upon the staff members request for the period of her actual disability due to pregnancy. The District may grant additional leave of absence without pay or fringe benefits for the balance of the school year in which the baby is born. During such a leave of absence, the staff member may pay the District her share of any insurance benefits program in order to maintain those benefits.

General Provision and Notice Requirement

The staff member who becomes pregnant shall notify her immediate supervisor and the Superintendent of her condition by the beginning of the fifth month of pregnancy. At the time of her request the staff member shall indicate in writing to her immediate supervisor and the Superintendent which of the following she wishes to request:

1. A maternity leave for the period of her actual disability due to pregnancy as determined by her physician or licensed practitioner;

2. An extended maternity leave for a period of time longer than her actual disability but less than one year (The extended portion of this leave shall be subject to the discretion of and approval by the administration. The staff member's notification shall include an estimate of dates of beginning and termination of the leave.); or
3. The termination of her employment by resignation.

Determination of Beginning and Ending Dates:

For a staff member who desires to continue her employment until her actual disability and to return as soon as her disability has ceased:

1. The staff member shall be allowed to work as long as she is capable of performing her normal work functions and the duties of her job and so long as her personal physician or licensed practitioner concurs. The official date of leave shall not begin until the school day following the day she leaves the job.

2. The staff member shall return to her duties when she is physically able to perform her duties. Within 30 days after childbirth the staff member shall notify the Superintendent of the specific date when she shall return to work, and she shall notify the Superintendent no later than 14 days before the intended date of return. If the staff member desires to return to her duties within 60 days of childbirth, her personal physician or licensed practitioner must certify that the staff member is in good health and ready to resume her duties.

For a staff member whose leave request is to commence prior to the period of disability and/or extend beyond the disability period:

1. The staff members request for an extended leave may be granted upon the approval of the administration, and the specific dates of leave shall be determined by the District after consideration of the goals of the educational program and of the District and the desires of the staff member together with the recommendation of her personal physician or licensed practitioner. Extension of a full year's maternity leave to the beginning of the next school year may be available, with the consent of the administration, where the year's leave period shall expire after the beginning of the fourth quarter of the school year.

2. The staff member shall return to her duties when the leave grant expires. If still disabled due to pregnancy, miscarriage, abortion, childbirth or recovery, she shall return when she is physically able to perform her duties.

Assignment Upon Return

Upon return from an extended maternity leave, a staff member shall be entitled to a position in the District subject to the availability of a position for which she is qualified. An effort shall be made to place the staff member in her original position or in a comparable position.

10.6 Family Leave:

The District will provide unpaid family leave pursuant to state and federal statutes and board policy, except that the District shall extend the provisions of the Family Medical
Leave Act (FMLA) to employees working one thousand (1000) hours or more in the school year preceding the commencement of the requested leave.

10.7 Family Illness and Bereavement

The District shall allow each staff member 5 days of leave per year in the event of “serious health condition” within the immediate family, necessitating the services of a physician. Immediate family shall include parents, spouse, significant other, children, and a person who has been living in the employee’s household.

The District shall allow each staff member a maximum of 8 days leave for each death of a husband, wife, mother, father, stepfather or stepmother, son, daughter, sister, brother, mother-in-law, or father-in-law, step children, foster children, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, granddaughter or grandson. The death of a person’s relative or close personal friend shall constitute authorization for one (1) day of bereavement leave per occurrence up to a maximum of three (3) days per school year for the purpose of attending the funeral. Concurrent deaths shall be treated as a single occurrence with respect to the length of leave granted.

Family illness leave and bereavement leave shall not be deducted from sick leave. Payment for leaves under this provision shall be in accordance with the employee’s regular rate of pay and the regular number of hours worked per shift.

10.8 Jury Duty and Subpoena Leave

The District shall grant leaves to staff for the days they are required to serve on a jury. Any compensation received by a staff member for jury duty performed on a contact day is to be reimbursed to the District. The District shall grant a maximum of two days leave (witness fees to be reimbursed to the District) to staff subpoenaed as witnesses in court or other legal proceedings; provided that a leave with pay shall not be granted to a staff member for a case brought or supported by a staff members Union or for a case in which the staff member has a direct or indirect interest in the proceedings.

10.9 Pursuant to Washington State law, each District employee may request up to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization. The process for requesting such unpaid holidays and District approval of such requests can be found in District Policy 5409.

ARTICLE XI - EXTRA AGREEMENTS

11.1 The Employer agrees not to enter into any agreement or contract with the employees, individually or collectively, which is inconsistent with terms of a collective bargaining agreement then in effect without Union approval.
ARTICLE XII - GROUP INSURANCE

12.1 The District shall provide the state funded amount per month per employee toward the payment of insurance premiums based on one thousand four hundred forty (1440) hours per year. Employees employed less than one thousand four hundred forty (1440) hours per year shall be allowed a prorated portion. The District shall pay the cost of the retiree subsidy.

The parties agree to comply with state laws providing for insurance benefits.

The District agrees to pool insurance benefits provided to this bargaining unit.

If State Law changes regarding insurance benefits or the retiree subsidy, then those changes to State Law shall be bargained by the parties in order to reach compliance with State Law.

ARTICLE XIII - WORKERS' COMPENSATION

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

13.2 The District will automatically allocate accrued sick leave for all working days included in the first three calendar days following an injury, except that guaranteed paid holidays which fall within the first three calendar days following an injury will be paid as holiday pay in lieu of sick leave for eligible employees in order to make total pay equal to regular pay.

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

Guaranteed paid holidays which fall during a period of compensation will be paid to the employee in lieu of prorated sick leave and compensation.

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

13.3 While on industrial insurance, sick leave, holiday and vacation benefits will continue to accrue to the employee in the same manner as if the injury had not occurred for a period of
twelve (12) calendar months. The District's obligation to an employee for accrual of these fringes terminates at the end of twelve (12) calendar months.

13.4 The District will continue to pay its share of the employee's health insurance subsidy only each month during the first twelve (12) months provided that the employee furnishes his/her share to the business office each month by check made payable to the District.

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

(a) An employee who is not authorized to report back to work may request a leave of absence in writing. The leave request is subject to Board approval at its discretion.

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

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

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

ARTICLE XIV - BULLETIN BOARDS

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

ARTICLE XV - DISCHARGE

15.1 The District may discharge or suspend any employee for just cause (see “Just Cause” in Appendix C), but no employee shall be discharged or suspended unless a written warning notice shall have been given previously to such employee concerning the employee's work or conduct, except that no such prior warning notice shall be necessary if the cause for discharge or suspension is egregious misconduct related to employment, such as abuse of children, theft, being under the influence of drugs or alcohol, recklessness, or carrying unauthorized passengers. When an employee is discharged or suspended, a written notice shall be given to the employee and a copy forwarded to the Union.

15.2 The complaint specified in such prior warning notice shall be for the same type of misconduct as the cause for discharge or suspension. Warning notices more than three (3) years old may be kept in District records but will not justify increases in progressive discipline unless the seriousness of the underlying misconduct justifies an increase.

15.3 Any employee may request an investigation of his discharge or suspension or any warning notice. Any such protest shall be presented to the Employer in writing within ten (10) days...
after the discharge, suspension, or warning notice; and if not presented within such period, the right of protest shall be waived.

ARTICLE XVI - INSPECTION PRIVILEGES

16.1 Union Representatives of the bargaining unit shall have access to the Employer’s establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the District’s working schedule. As a matter of courtesy, and in the interests of maintaining school and workplace safety, union representatives shall inform the worksite supervisor when entering District facilities.

ARTICLE XVII - WAGES AND WORKING CONDITIONS

17.1 All trips are described and paid in accordance with Appendix A, attached to this agreement.

17.2 If a driver is required to attend a conference involving student discipline, the driver will be paid at the regular rate of pay. In addition, employees required to attend training classes shall be compensated at their regular rate of pay.

17.3 Call-in time shall be paid for at the rate of not less than two (2) hours per call. An employee completing the call-in assignment prior to the two (2) hours being elapsed shall not be required to finish the two (2) hours.

17.4 Any time a run is changed from the original hours and the hours are increased, or decreased by fifteen (15) minutes or more, it shall be posted for bid and awarded by seniority.

Bid notices will include established beginning and ending time, including layover time, if any is included.

Any changes or adjustments in the runs after school starts are to be completed prior to the last two (2) school days in September. Runs will be posted and bid by seniority on the first school day in October. Any permanent vehicle changes made after the bidding process will be subject to rebid of all affected runs. If the time of a run varies fifteen (15) minutes from the original estimate, the Transportation Supervisor will go on the run with the driver to determine the reason for any differences.

17.5 No driver may change runs during the year, unless the time increases, or the driver requests less hours for personal reasons.

If a senior transportation employee’s regularly scheduled hours are reduced by one quarter (1/4) hour or more per day during the school year, then the senior employee has the right to bump a junior employee with more hours.
17.6 A driver shall be scheduled for at least two (2) hours of driving and cleanup time per a.m. and p.m. shift; any other shift will be scheduled a minimum of two (2) hours. All drivers will be granted 1 hour per month for washing buses.

17.7 Lay-over: When any employee is assigned two shifts within a twenty four (24) hour period and there is one hour or less between these work assignments, the District shall pay this lay-over time at the employee's regular rate of pay.

17.8 Should the District have need for extra casual workers to do bargaining unit work, said work shall be offered to bargaining unit employees first. Summer casual employment will be posted and mailed to all non-working employees. Bidding will be by bargaining unit seniority.

17.9 Employees will be credited with years of service when transferring within the District, including wages and benefits. New hires or returning employees will be granted credit for previous work experience in the same type of job. The determination as to whether experience qualifies is to be made by the Superintendent. Classified employees may make recommendations to the Superintendent. Seniority will not transfer.

17.10 A. Bus drivers are responsible for safely operating buses and seeing that they are properly maintained in good working order. Drivers shall not be responsible for personal property left on buses. Further, they (bus drivers) shall instruct passengers to remove all personal property, when departing from the bus. The District shall insure that staff members enforce District Policy and Student Handbook Rules concerning personal property.

B. The District will provide a paraeducator for all developmental preschool bus runs.

C. Video cameras are a tool to assist bus drivers in monitoring students on the bus. The purpose for surveillance is to provide security for students, staff, and district property. If a video is pulled for review, the bus driver will be informed of the viewing.

17.11 The District shall allow fifteen (15) minutes custodial services each day for the Transportation Lounge. This assignment shall be bid on a seniority basis and will be paid at bus driver rate of pay. The District shall provide appropriate cleaning supplies and materials. When the regular driver is unable to fulfill the required time even for one day, the time will be immediately posted bid for regular drivers on a substitute basis.

17.12 Any and all runs being posted for bid or being rebid as provided under 17.4 shall be posted for forty-eight (48) hours prior to being awarded. The District shall keep a written record of all runs awarded through the bid process. During this period the District shall staff the posted position in accordance with Appendix A.
A. Trips being posted late and not within the forty-eight (48) hour time frame, shall be awarded by 4:00 p.m. the day before the trip departs.

B. Trading of extra curricular bid runs is allowed on trips leaving the same day. A driver cannot give up one trip to sign for another, during the same work week, after it has been closed. If a driver is not able to take an assigned trip, it will go to the next senior driver who has signed up for trip. If an extra bus is needed on a trip, it will go to the next senior driver who signed the bid slip, if time allows. If not, an emergency run will be posted.

17.13 These records shall include:

1. Date and Time the run was posted.

2. Date and Time the run was awarded.

3. Name of Driver being awarded the run.

4. The Bus Supervisor and the Driver being awarded the run shall sign and date this record. A copy shall be posted in the Drivers Lounge.

17.14 The District agrees to pay for the cost of physical exams for drivers up to a maximum of one hundred dollars ($100.00) if the cost of the exam is not covered by the driver’s medical insurance. The employee shall select the doctor, however the doctor must be from the list of CDL approved practitioners provided to the District by the state. New hires shall be reimbursed for this cost after completion of the probationary period. Drivers shall be paid up to two (2) hours for time spent obtaining their required DOT physical.

The District shall pay the cost of the renewal of an employee’s abstract and CDL endorsement.

Employees who are required to take a drug test by the District, or as a condition of renewing a CDL required by the District, shall be compensated for the time spent traveling to and from the testing facility and the time spent taking the drug test. This time shall be compensated at the employee’s regular hourly rate of pay, and shall in no case exceed two (2) hours.

17.15 The District shall assess employee training needs and provide a minimum of three (3) hours of inservice training during each year of this Agreement. This training will be conducted by a qualified inservice instructor and employees attending shall be compensated at their regular rate of pay.

17.16 State Inservice:

State Inservice for driver’s permits will be scheduled and all drivers notified, in writing, before the end of July. State Inservice hours will be scheduled to occur prior to Labor Day,
and Labor Day will be considered a paid holiday under Section 7.3. State mandated hours will not be used for staff development, as defined under Section 17.15. The District shall continue to offer opportunities for a bargaining unit employee to become certified and become the in-house driver trainer.

17.17 Meetings:

All drivers will be notified, in advance, of any scheduled meetings.

17.18 All drivers will be paid a minimum of two (2) hours before the starting of the school year for the purpose of the maintenance of their buses and learning of runs. When a driver bids a new run during the year, he/she will be allowed one (1) hour to learn the new route. All drivers will be paid two (2) hours at the end of the school year to deep clean buses and provide lists of maintenance concerns to the mechanic.

If such meetings or inservice as described in Sections 17.16 (State Inservice) and 17.17 (Meetings) are required, then employees shall be paid for the time. Attendance is voluntary at meetings scheduled by an employee and a supervisor to occur outside of regularly scheduled working hours to discuss pending grievances or other District-Union business and the District shall not compensate employees for attendance at meetings. When a supervisor requires employee attendance at a meeting outside of regularly scheduled working hours to discuss pending grievances or other District-Union business, the employee shall be compensated at the appropriate hourly rate (including overtime, weekend, or holiday rates if applicable).

17.19 Early School Closure:

Employees shall be paid a minimum of three (3) hours in the event of an early school closure.

17.20 Down-Time:

Under normal circumstances, three (3) minutes of down-time shall be scheduled between regular bus runs.

17.21 Scheduling:

Prior to the beginning of the new school year, all scheduled changes shall be made and shall be posted two (2) days prior to the bid date. The bid date shall be scheduled to occur at least one week prior to the first day of school. These runs shall be awarded by seniority. The transportation supervisor will be allowed to bid for a driver that is absent by consent of the driver.

17.22 No current bargaining unit position will be subcontracted without first negotiating the decision and the effects of the decision with the Union pursuant to RCW 41.56.
17.23 A maintenance or mechanic employee's lost or broken personal tools, which are not covered by warranty, shall be replaced upon approval of the employee's supervisor. Any tool determined necessary by the District that is unique or special to the equipment being worked on will be purchased by the District and maintained in the inventory of District-owned tools, unless the employee chooses to purchase the tool initially for their own personal collection of tools.

ARTICLE XVIII - WORKING HOURS AND WAGES

18.1 The normal work week shall begin at 12:00 a.m. on Mondays, and consist of five (5) consecutive work days, Monday through Friday, followed by two (2) days of rest (Saturday and Sunday) except those employees designated by the District who regularly work on Saturday and Sunday, whose normal work week shall consist of five (5) consecutive work days plus two (2) days of rest which shall be treated as their Saturday and Sunday in that order. Each employee will usually be assigned in advance to a definite shift designating beginning and ending times. The Employer agrees to make only such changes in the employee's work schedule as may be necessary by emergency or unusual situations.

All hours actually worked in excess of eight (8) hours per day or forty (40) hours per week, or on the sixth (6th) consecutive day shall be paid for at the overtime rate of time and one-half (1 1/2). All time worked on the seventh (7th) consecutive day shall be paid for at double time (2x). The bus driver general job classification waives the overtime provision for the 6th and 7th consecutive work day(s) and the eight (8) hours per day maximum. No driver shall be allowed to bid on a bid run that will place him/her over forty (40) hours of work in a seven consecutive day period unless no other employee has volunteered for the run.

Employees who work on a holiday recognized within this agreement shall be paid for all hours worked at two (2) times their regular rate of pay in addition to that employee's regular holiday pay.

The salary schedule is attached to this Agreement as Appendix B. All overtime pay will be compensated on the next month's pay warrant. All overtime hours must be approved in advance by the employee's immediate supervisor.

18.2 Offer overtime hours to regular bus driver employees before substitutes are used.

18.3 Each employee shall be scheduled for at least a thirty (30) minute unpaid lunch during an eight hour work day. If such lunch is interrupted, the employee shall have the interrupted time re-scheduled for continuing the lunch later that day. The employee is expected to adjust his/her work, if possible, to allow for the resumption of the lunch. If the employee is unable to resume such lunch later that day, the employee will be paid for the missed lunch time.
18.4 Bus drivers requested to work the full shift of the router/scheduler shall be compensated one dollar ($1.00) an hour in addition to their regular rate of pay. After five consecutive days of assignment to a higher classification, employees requested to work a position regularly filled by a higher classification employee when school is in regular or summer session, shall receive compensation in the higher classification according to his/her incremental step.

18.5 EXTRA HOURS AND PAY: All bargaining unit employees shall be paid on a twelve (12) month basis. Increases or decreases in hours shall be reflected in readjustments to benefits when benefits are pooled on a monthly basis.

18.6 For the 2016–2017 and 2017–2018 school years, the Salary Schedule rates on Appendix B shall be increased by the state funded classified employee percentage increase as identified in the state appropriations act in the month such increase is effective. Regardless of changes in state funding, the Salary Schedule rates on Appendix B shall be increased by an additional one percent (1%) for the 1-3 year and 4-9 year salary classifications, and three percent (3%) for the 10-14 year classification in the 2017–2018 school year. If the state funds a classified employee salary increase in any manner other than the percentage method used in the past, the parties shall negotiate the manner in which such increase is added to the Appendix B rates.

18.7 Employees who work less than their regularly scheduled time on early release days are allowed to complete additional work or training opportunities. A standing list of approved additional work shall be provided to employees, or employees may seek pre-approval for other proposed work.

18.8 All pay warrants shall be directly deposited into a bank account identified by the employee.

18.9 When mechanics and grounds employees are required by the District to wear safety shoes, the District shall reimburse each employee up to $140 per year.

18.10 The Router/Scheduler shall be paid 1 hour at the router/scheduler rate during the AM run, 1 hour between runs, and 1 hour during the PM run (total 3 hours per day); 15 minutes at router/scheduler rate for each call outside regularly-scheduled hours; and any extra hours for additional work that extend beyond the three hours per day (e.g., state report, field trip scheduling, August route development and re-routing in September).

ARTICLE XIX - DURATION

19.1 This Agreement shall be in full force and effect from September 1, 2015, to August 31, 2018 and shall be reopened to conform to changes in State Law only, unless both parties mutually agree to reopen on any one or more issues.

The parties hereto have executed this agreement this day of ____________, 2015.
DIERINGER SCHOOL DISTRICT NO. 343

Dr. Judy Neumeyer-Martinson
Superintendent

November 30, 2015
Date

John McKenna
Board Chair
11-30-15
Date

DIERINGER SCHOOL DISTRICT NO. 343

IU.O.E., LOCAL NO. 286

Jim Pyette
Business Representative

12/1/15
Date

Kevin Beckstrom
Shop Steward
11/30/15
Date
APPENDIX A

BUS DRIVERS -- DEFINITION OF TERMS

1. a. REGULAR RUNS:
To and from school trips, including Kindergarten and mid-day trips, may be a.m. or p.m. or both and shall be bid by seniority at the beginning of each school year, or as posted. Time to include thirty (30) minutes cleanup. Runs extending beyond the Dieringer school year will be offered on a seniority basis, to be bid on regular bid day as posted. Also to include school breaks. Runs starting before Dieringer school year will be bid on a seniority basis, to be bid on regular bid day as posted.

b. EXTRA-CURRICULAR RUNS/FIELD TRIPS:
Extra-curricular runs and field trips shall be posted no earlier than two (2) weeks prior to departure and no later than five (5) days prior to departure. Runs will remain posted for forty-eight (48) hours prior to being awarded by seniority. The time will include thirty (30) minutes of cleanup. Exceptions shall be made under unusual circumstances, such as canceled games or last minute field trips.

Anytime an extra-curricular run/field trip is canceled, the driver shall be assigned back to his/her regular run, if possible. If that reassignment is not possible, the driver shall be guaranteed a minimum of two (2) hours pay, provided that the District reserves the right to assign CB radio and telephone monitoring or other driving work to the driver during those hours. If not so assigned, the driver shall still be paid for the two (2) hours. If the driver decides not to accept the assigned work, then he/she forfeits pay. The driver shall also have the right to drive the canceled run or trip when it is rescheduled, rather than having it rebid.

c. All trip requests will be provided to the Router/Scheduler at least three (3) weeks in advance of the trip, if possible.

2. a. ACTIVITY-RUNS:
Late runs for regular students, who remain after school, will be set according to need and shall be posted and bid at the beginning of the school year and awarded by seniority. Drivers shall be compensated at not less than one (1) hour assigned work.

b. If an activity run is not canceled prior to 12:00 p.m. of the scheduled day of the run, the employee assigned to said run will be paid full wage at the appropriate salary schedule.

3. EXTENDED-RUNS:
Any add-on to another run. The add-on may be at the beginning or end of run. Such add-ons will be pre-planned, whenever possible.
Pay: Trip time that is added plus cleanup if needed.

4. INSERVICE OR CONFERENCE DAY RUNS:
Usually, regular morning runs traveled in reverse in the middle of the day.
Pay: Trip time or call in time if the inservice run does not extend into a regular run. The regular run of the afternoon is deducted if not made and the time above is added.

5. **EMERGENCY-RUNS:**
   Any run which must be filled on an emergency basis. Driver to be selected at the discretion of the Bus Supervisor, by seniority when practicable.
   Pay: Trip time plus cleanup if needed.

6. **OVERNIGHT RUNS:**
   Overnight runs are described as those runs in which the driver is away overnight and housed out of the District. Such runs will be on a negotiated basis and will be a flat amount. The negotiated amount will be stated on the posting. Such payment will be subject to withholding tax, social security, retirement, etc.
   The District will pay for lodging and meals for such overnight runs at a negotiated rate. Employees reserve the right to refuse any overnight runs.

   Pay rates and overtime provisions shall not apply to this section.

7. **OUTSIDE CONTRACT RUNS:**
   A bus driver may contract with a school sponsored club to drive an activity run that is sponsored by the club using a school bus. Contract runs shall be posted and bid on seniority.

   Pay rates and overtime provisions shall not apply to this section.

8. **WEEKEND RUNS:**
   A run scheduled on a weekend shall be posted and bid on seniority. Runs shall be posted on a regular forty-eight (48) hour posting.

9. **CALL-IN-RUNS:**
   A call-in run is when an employee has to return to work for a run other than a regularly assigned run. Section 17.3 applies for pay purposes.
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<tr>
<th>Classification</th>
<th>Sub</th>
<th>1-3 yrs</th>
<th>4-9 yrs</th>
<th>10-14 yrs</th>
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Increment Steps Shall be granted at the beginning of the service year. An employee must have been an employee on or before February 1 of the previous school year to be granted on year of experience. No current employee will be paid at a lower step because of this provision.
## APPENDIX B

### SALARY SCHEDULE 2015 - 2016

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</tbody>
</table>

Increment Steps shall be granted at the beginning of the service year. An employee must have been an employee on or before February 1 of the previous school year to be granted one year of experience. No current employee will be paid at a lower step because of this provision.

*This is a projected salary schedule for the 2016–2017 school year based on an estimated 1.8 percent increase over classified employee funding for the 2015–2016 school year. Actual hourly wages will depend on the percent increase funded by the state legislature.
APPENDIX C

What Does “Just Cause” Mean?

Arbitrators have articulated many definitions and explanations of “just cause” over the years, including, but not limited to the following seven tests:

1. Did the employer give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee’s conduct?

2. Was the employer’s rule or managerial order reasonably related to the orderly, efficient, and safe operation of the District?

3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?

4. Was the employer’s investigation conducted fairly and objectively?

5. At the investigation, did the employer obtain substantial evidence or proof that the employee was guilty as charged?

6. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?

7. Was the degree of discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employee’s proven offense and (b) the record of the employee in his or her service with the employer?
Memorandum of Understanding

The District and Association agree to the following provisions in order to make a good faith effort to comply with 2012 Washington Laws Ch. 3 (ESSB 5940).

1. The provisions of this Memorandum of Understanding (MOU) shall supplement the provisions of the current collective bargaining agreement (CBA), all of which shall remain in full force and effect. If any provision of this MOU conflicts with the current CBA, the provisions of this MOU shall prevail. Any dispute regarding the interpretation or proper implementation of this Memorandum shall be subject to the grievance procedures of the current CBA.

2. The District shall ask an insurance broker to procure premium quotes for health benefit plans that meet the responsible contracting standards of ESSB 5940 and to document the approach for procuring such quotes. The quotes to be procured and plans offered shall include:
   (a) at least one qualified high-deductible health plan (HDHP) and health savings account (HSA);
   (b) at least one health benefit plan in which the employee share of the premium cost of a full-time employee, regardless of whether the employee chooses employee-only coverage or coverage that includes dependents, does not exceed the premium cost paid by state employees during the 2012 state employee benefits year; and
   (c) health plans that promote health care innovations and cost savings, and significantly reduce administrative costs.

   The quotes procured by the broker shall be reviewed and the choice of plans offered shall be made jointly by the District and Association.

3. To ensure employees selecting richer benefit plans pay the higher premium, and make progress toward the 3:1 ratio goal of full-family to employee-only coverage premiums in ESSB 5940, each employee included in the pooling arrangement within the CBA who elects medical benefit coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. The minimum monthly charge shall be 1% of the employee-only coverage premium for the plan chosen by the employee. Such minimum monthly charge shall be paid regardless of the impact of pooling. No contribution to an HSA shall be made from the employer insurance allocation.

4. The parties shall abide by state laws relating to school district employee benefits, and this MOU shall be construed consistent with such laws.

5. This MOU shall be effective from September 1, 2015–August 31, 2018. The parties agree to reopen this MOU if necessary to comply with changes in state law.

Dieringer School District No. 343

International Union of Operating Engineers,
Local No. 286

Date 10-30-15

Date 10-30-15
LETTER OF AGREEMENT

By and Between

DIERINGER SCHOOL DISTRICT NO. 343

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 286

To address Leap Day during the 2016 year, as well as the 261st day of the contract, twelve month employees of the International Union of Operating Engineers, Local No. 286 will be granted two (2) additional days of personal leave. This addition of two (2) personal days will apply to the 2015-2016 school year only. Should subsequent years of the current CBA include additional days beyond 260, twelve month employees will be notified and granted additional personal days, as appropriate.

Date: 10-30-15

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 286

Date: 10-30-15

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 286