

# Agreement by and between **UFCW 3000** and **North Mason School District**

Effective: 9-1-2022 - 8-31-2025

**UFCW3000**

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer





# WEINGARTEN RIGHTS

## Your Right to Union Representation

You have the right to union representation if you are called to a meeting with management that could lead to discipline.

*“I understand that this proceeding is for the purpose of investigating whether I may receive discipline. Therefore, I request that a union representative be present on my behalf before this proceeding continues. If you insist that the proceeding continue without allowing me union representation, I hereby protest your denial of rights guaranteed to me under federal labor law.”*

### **Weingarten rights were won in a 1975 Supreme Court decision with these basic guidelines:**

-  You must make a clear request for union representation either before or during the interview. Managers do not have to inform employees of their rights.
-  Management cannot retaliate against an employee requesting representation.
-  Management must delay questioning until the union steward arrives.
-  It is against Federal Law for management to deny an employee's request for a steward and continue with an interrogation. In this case, an employee can refuse to answer management's questions.

## Discipline? Contract violations?

## Call the Member Resource Center

If you or a coworker need help regarding an Investigatory Meeting, are facing Discipline or Corrective Action, or need to report Contract Violations our MRC Representatives will work with you on a plan of action.

**Call the Member Resource Center at: 1-866-210-3000**

**North Mason School District Agreement**  
**2022-2025**  
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**2022-2025**

Agreement  
Between  
UFCW Local 3000  
And  
North Mason School District #403

This collective Bargaining Agreement, hereinafter, "Agreement" is entered into by and between North Mason School District No. 403, through its Board of Directors, hereinafter "District" or "Board", and the United Food and Commercial Workers Union, Local 3000, hereinafter "Union".

**Preamble**

The members of UFCW Local 3000 and the North Mason School District agree to create and sustain a spirit of cooperation to benefit the students we serve. We recognize that all North Mason School District employees have a responsibility to teach our students the skills necessary to be contributing citizens. The North Mason School District bus drivers create the first and last instructional classroom of the students' educational day. We intend to establish and maintain a vibrant and successful learning community which promotes a professional, collaborative environment for all students and staff.

Mission: The purpose of the North Mason School District, together with our community, is to educate, empower, inspire and prepare all students.

**Article 1**

**Section 1.1, Recognition:** The Board recognizes the Union as the exclusive representative for all classified employees in the job classifications of bus drivers, van drivers, driver trainers, substitute bus drivers, bus mechanics, assistant mechanics, lead mechanics, and transportation specialist. The bargaining unit shall not include the Director of Transportation and the Assistant Director of Transportation, confidential employees, any other employee whose duties are primarily supervisory, casual substitutes, and all other employees of the District.

**Section 1.1.1:** A casual substitute is defined as a substitute bus driver who has completed training, obtained a Class B CDL and driven a school bus with students on board for less than a total of 30 days with the District. Until completion of the period, the casual substitute shall not be included in the bargaining unit. Upon Completion of 30 days they are moved to the regular substitute list.

**Section 1.1.2:** A Regular Substitute who does not complete 30 days of driving with students on board during the school year, will be moved to the casual substitute list and will lose any seniority previously attained.

**Section 1.1.3:** Substitute Bus Drivers and Van Drivers are on probation for 120 work days from first day of training. Mechanics, Transportation Specialist, and Driver Trainer will be on probation for 90 work days from hire date. Employees will receive an evaluation after 60 days. A second Evaluation will be completed at 90 days for Mechanic, Assistant Mechanic, Transportation Specialist and Driver Trainer. For Substitute Bus Drivers and Van Drivers the second evaluation will be at 90 days a third evaluation will be completed at 120 days. Probationary employees may be discharged at the discretion of the employer.

**Section 1.2: Status of Agreement** The Board retains its managerial prerogatives to establish or continue through action of the Board or its designated representatives, all rules, regulations, policies, resolution or practices of the District, except as such rules, regulations, policies, resolutions or practices have been specifically and expressly relinquished in this Agreement. All changes in rules and policies will be posted on the District website.

**Section 1.3, Conformity to Law:** Any part of this Agreement, which conflicts with applicable city, state, or federal laws or regulations, shall be considered invalid. Such invalidity will not affect any other provisions. This is the exclusive Agreement between these parties with all prior Agreements becoming void on the effective date of the Agreement.

**Section 1.4, Non-Discrimination:** The District and the Union will comply with all laws, rules, regulations, and policies around nondiscrimination.

## Article 2

**Section 2.1:** The District will not advise employees regarding Union membership and will refer any questions in this regard to the Union.

**Section 2.2, Dues Check-off:** The District shall deduct union dues and initiation fees from the pay of any employee who voluntarily executes a wage assignment authorization form. When filed with the District, the authorization form will be honored in accordance with its terms. The District shall transmit all such funds deducted to the Union on a monthly basis. Upon issuance and transmission of a check to the Union, the District's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues and fees hereby undertakes to indemnify and hold the District harmless from all claims, demands, suits or other forms of liability that shall arise against the District for or on account of any deduction made from the wages of such employee. Monthly, the District will electronically send a dues list that includes the last four digits of the social security number, and the full social security number of any new hires during the previous month.

**Section 2.3:** An authorized representative of the Union shall have the opportunity to meet with new employees for up to thirty (30) minutes on Employer property during the new employee's work time at a time and place mutually agreeable to the Employer and the Union.

**Section 2.4:** No employee shall be discharged or discriminated against for any lawful Union activity, including performing service on a Union committee outside of business hours, or for reporting to the Union the violation of any provisions of the Labor Agreement, providing such activities shall not interfere with the normal performance of the employee's work.

**Section 2.5, Voluntary political action fund:** During the term of this agreement, the District shall deduct a sum specified from the pay of each member of the union who voluntarily executes a political action contribution wages assignment authorization form (UFCW Active ballot club). When filed with the District, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the union by separate check payable to its order. Upon issuance and transmission of a check to the union, the District's responsibility shall cease with respect to such deductions. The union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the District harmless from all claims, demands, suits, or other forms of liability that may arise against the District for or on account of any deduction made from the wages of such employees.

**Section 2.6, Bargaining Unit Roster:** Upon signing of this agreement and monthly thereafter, the District shall supply to the union lists of all employees covered by this agreement. The lists shall include the name, address, phone number, social security number, job classification, employee status, date of hire, effective date that the employee changed status from a casual to a regular employee, hourly rate of pay, and hours worked during the previous pay period for each employee. Each month the District shall also send a list of new hires, their addresses and lists of all bargaining unit employees who have terminated during that month.

### **Article 3**

**Section 3.1:** Any regular driving time in excess of eight hours in a twenty-four hour day will be considered as overtime which will be paid at time and one-half times the drivers' current hourly rate.; provided, however, that this shall not apply to extracurricular trips. Mechanics will be paid overtime after working eight hours per day. In the event the Employer implements a work shift of four (4) – ten (10) hour shifts during the non-school period, such overtime shall be paid after working ten (10) hours per day.

**Section 3.2:** Any hours worked in excess of forty hours in a calendar week will also be considered as overtime pay. Drivers will not be awarded extra trips if such extra trips will place the driver in overtime, unless management deems it necessary to meet operational requirements.

**Section 3.3:** All employees shall receive at least a one-half hour non-paid lunch during an eight hour work shift.

**Section 3.4:** All employees shall receive at least one ten (10) minute rest period during a four hour work shift. No employee shall work more than three hours without a rest period.

**Section 3.5:** On authorized bus and van trips (from the first night until return home) drivers shall be reimbursed for lodging upon submission of proper receipts. Reimbursement for food costs shall not exceed state meal reimbursement. Drivers shall receive a minimum of eight (8) hours pay for each twenty-four (24) hour period while on overnight trips. Rate of pay shall be as described in Article 13.

**Section 3.6:** Employees are prohibited from smoking in District buildings on District premises and in District vehicles effective September 1, 1991.

#### **Article 4**

**Section 4.1:** For employees changing job classifications on or after September 1, 2012, Seniority shall be established by an employee's start date within a job classification. In the event of lay-off or reduction in route, an employee shall not lose seniority within a previously established job classification.

**Section 4.2:** All regular employees shall attain seniority after working thirty (30) days with the employer. Upon completion of probation, seniority shall be determined by the date the employee completes the probationary period and moves to a new classification. When employee changes classifications their seniority will be frozen in their previous classification for up to two school years. If previous classification is Bus Driver the years of service will be considered for placement on Substitute Bus Driver classification seniority list as long as route or trip being bid on does not conflict with current classification.

**Section 4.3:** There shall be a seniority list maintained for each recognized job classification. Regular drivers shall have seniority rights over substitute drivers. The provision of this section shall not affect an employee's date of hire for placement on the wage schedule (Article 13, Wages), which shall remain the same regardless of movement between driver and substitute driver seniority list.

**Section 4.3.1:** The order to be followed when filling open (vacant) run/routes shall be as follows:

- a) The open run/route shall be posted for five (5) working days for bid and shall be offered to the senior regular driver provided that by accepting the additional run/route the regular driver shall not exceed eight (8) hours in one day and further provided, that the additional run/route shall not disrupt nor in any manner interfere with the primary run/route. If the senior driver elects not to take the open run/route, it shall then be offered to the next senior regular driver (seniority basis, not by rotation).

- b) In the event that no regular driver elects to take the open (vacant) run/route, substitute drivers may apply for the open (vacant) run/route. When qualifications and ability are equal among applicants, District seniority will prevail. Once a senior substitute driver accepts a route, they must stay on that route for its duration. If the driver voluntarily discontinues the route, they will not be eligible to displace the subsequent driver.
- c) In the event there is less than one hours notice prior to the starting time of the open run/route, the District may assign such run/route to the first available driver (regular or substitute).
- d) Drivers will not be allowed to choose part of a vacant run/route unless management deems it necessary to meet total operational requirements.

**Section 4.3.2:** Assignment of open runs/routes to substitute drivers. (Excluding the circumstances identified above).

- a) The District will refer to the substitute rotation list, and offer any open run/route to the substitute driver next on the list of rotation who is not driving a run/route (except as modified below) at the time.
- b) For the purposes of this section, a long term route is defined as a period which exceeds ten (10) working days. Any route that is ten (10) days or less shall be considered a run of short duration. Management will offer an extended duration route to the senior substitute with four (4) days of notice of the need for a substitute, regardless of whether the senior substitute is currently filling in on another vacant route. Once a driver elects to take a long term route he/she shall continue on the same route for the duration of the absence of the regular driver, provided there are no other long term routes for which they qualify and accept. Additionally, if a route is initially considered to be a run of short duration (ten (10) days or less) and subsequently becomes a long term route, the route shall then be treated as a newly vacant long term route and shall be filled by the process outlined above in this paragraph. A substitute driver may request up to 2 non workdays a year after completing 40 days of consecutive work on the same route. If a driver is on a route and takes time off except for illness prior to the 40 days completed or exceeds the 2 non workdays after the 40 days are completed, they will lose the route, and it will be offered to the next substitute in seniority rotation.
- c) Upon the return of the regular driver to a run/route the substitute driver shall have their name placed back on the substitute driver rotation list and shall be assigned run /routes in accordance with the terms of this article.

**Section 4.3.3, Road closures/inclement weather:** In the event that a driver's run/route is cancelled due to road closure or inclement weather, the District shall not re-bid other run/routes. Additional run/routes, created as a result of such restrictions, shall be assigned by seniority.



**Section 4.4:** After the effective date of this Agreement, newly hired employees with the same date of hire will be ranked according to date of District qualifications as a driver, from earliest to latest. Employees with the same date of hire and date of District qualifications as a driver will be ranked according to date of application for employment, from earliest to latest. If the above three dates are identical, the employees affected will be ranked according to the first birth date to fall within the calendar year.

**Section 4.5:** Seniority lists will be posted in the transportation department and will be updated by making the appropriate additions and deletions as needed or annually.

**Section 4.6:** Seniority shall prevail in the event of layoffs and recall from layoffs, so that the least senior employee is laid off first and recalled last. Laid off employees whose seniority has not been broken under the provision of Section 4.9 of the Article will be recalled as provided herein prior to hiring new employees. Seniority shall also prevail in filling openings.

**Section 4.7:** Drivers' routes (home to school) for a school year shall be determined by a bidding process by seniority no less than one (1) week prior to the opening of school. Bidding of extra assignments (any run that is not an am/pm route) shall be determined by the same process. Special Needs routes may be handled as an exception to the above bidding process if deemed by management.

When all routes include a high school and elementary combined runs/routes, such routes shall have a maximum of a one hour layover period with duties assigned. Any route exceeding a one hour layover period must sign off unless special arrangements have been made with the Director of Transportation. All midday routes/runs shall be subject to actual sign on and sign off times. Midday routes less than one hour will have duties assigned.

**Section 4.7.1:** A regular route change of one (1) hour during the school year will allow route re-bid by seniority for that route, provided that Pre-School Special Education runs may fluctuate more than one hour without being subject to re-bidding.

It is the intent of Section 4.7.1 to clarify the procedure to follow in the event a run/route is cancelled temporarily by the District as well as to apply to any run/route which has completed its duration for the year. The time frame of this procedure shall be limited to the thirty (30) calendar days immediately preceding the end of the school year, otherwise, the run/route change and/or cancellation shall be handled in accordance with Section 4.3.2. Additionally, it is the intent of Section 4.7.1 that this shall apply to all run/routes (including home to school and all special services run).

In the event a run/route is cancelled by the District, the driver displaced shall move to the top of the substitute rotation list for the first available run/route and shall remain in rotation for the length of the period of cancellation.

It is understood that the driver shall not lose their driver seniority date and/or status and upon return to the driver list shall retain such date as a result of the involuntary move to the substitute list.

The driver so displaced shall retain their position on the driver list for the purpose of bidding for and taking extracurricular runs during the period of involuntary displacement.

**Section 4.8:** Extracurricular trips and other extra work that becomes available, excluding the duties of the Transportation Specialist and Substitute Transportation Specialist, shall be first offered to regular drivers in order of seniority on a rotation basis. The Transportation Director and Assistant Transportation Director have the sole responsibility of determining if additional time is authorized for extra work. Extra work may be assigned to a driver who is on the clock for lay-over or other reason, without offering the work to a more senior driver who is not on the clock. No regular driver shall be assigned an extracurricular trip if the length of that trip would put the driver in an overtime situation unless management deems it necessary to meet total operational requirements. In the event all regular drivers reject an extracurricular trip or additional work, such trips/hours shall then be offered to substitutes on the same basis providing that the substitute does not hold a different classification, if they do the substitute will not be eligible for trips or extra work that conflict with their regular classification. The intent is to keep stability for the department and students. If all substitute drivers reject the trip/hours, the least senior driver available may be assigned the trip/hours, provided it will not put the driver in an overtime status.

- a. Bargaining Unit members may apply to be eligible to substitute for the Transportation Specialist and the Director of Transportation will appoint a pool of trained candidates to substitute as necessary. Substitutes will receive an additional fifty (.50) cents premium for all hours worked as a Specialist. The Director of Transportation will establish criteria for selection for the Substitute Transportation Specialist.

**Section 4.8.1:** Once a trip is accepted, and a driver is unable to take the trip, it will still be considered as a trip taken, but not paid, in regard to the driver's position on the rotation board. If a driver fails to take a scheduled trip for any reason except for reason of illness or emergency the driver shall forfeit his/her position on the rotation board for the remainder of the present week and the proceeding two weeks any trips already awarded will be awarded to next person in rotation.

**Section 4.9:** The Employer and Union agree that the personnel records of the employer shall govern unless proven to be incorrect, and further subject to the following provisions:

1. An employee's seniority shall be broken so that no prior periods of employment shall be counted and his/her seniority shall cease upon;
  - a. Justifiable discharge;
  - b. Voluntary quitting;
  - c. Absence due to a layoff which continues for more than eighteen 18 months;
  - d. Failure of an employee to return to work upon recall within three (3) calendar days after written notice sent by registered or certified mail to the employee's last known address appearing on employer records. Employees are responsible for advising the employer of address changes and temporary forwarding address. This notice is not necessary when an employee is notified when to return prior to being laid off; and
  - e. Failure of an employee to comply with the provision of this Agreement concerning leave of absence.
  - f. Reclassification to casual substitute under Section 1.1.2 of this Agreement.

**Section 4.10:** The employer agrees to make hard copy postings of any transportation job opening or available routes in a location easily accessible to all bargaining unit employees.

## **ARTICLE 5, LEAVES**

**Section 5.1, Sick Leave:** For regular employees, excluding substitutes, leave without loss of pay for personal illness, medical or other health related appointments, injury or emergency shall be accrued at the rate of one (1) day for each month worked, based upon the hours worked for that month. Leave shall be cumulative from year to year to the legal amount.

Substitute employees will receive one (1) hour of sick leave for every 40 hours worked and are entitled to use their accrued paid sick leave beginning on the ninetieth calendar day after the commencement of their employment. Employees may use this accrued paid sick leave on days that they are required to work. Substitute "at will" employees do not meet the definition of required to work. As a benefit, the district will grant usage of sick leave to substitute employees who are in a long-term assignment. Long-term assignments are those assignments that are greater than 10 consecutive days in one assignment, referred to in this contract as an extended duration route. Substitutes in a long-term position may use paid sick leave to care for themselves or their family members, when their workplace or children's school or place of care has been closed by a public official for any health-related reason, or for absences that qualify for leave under the Domestic Violence Leave Act.

**Section 5.1.1:** Employees are eligible for district approved shared leave per district policy.

**Section 5.2, Leave of Absence:** Employees with one (1) year or more of continuous service may apply for an extended leave of absence for the following bona fide reasons:

- a. Bona Fide illness or non-occupational injury which required absence from work in excess of fourteen (14) calendar days;
- b. Serious illness or injury in the employee's immediate family;
- c. Leave for personal reasons may be granted at the sole discretion of the Employer to employees regardless of length of service.

**Section 5.2.1:** Any request for a leave of absence shall be in writing no less than two weeks in advance of requested leave and state the reason for the request, the date leave is to begin and the date of return to work.

**Section 5.2.2:** Any leave of absence, with the exception of leave due to occupational injuries may run to a maximum of twelve (12) months, unless a longer period is agreed upon between the Employer and the Union. Leaves due to occupational injuries that result from employment with the current Employer regardless of length of service, shall be granted for a period up to Eighteen (18) months unless a longer period is agreed upon between the Employer and the Union.

**Section 5.2.3:** The employee must be physically able to resume his/her regular duties upon return to work and, in the case of employee illness or injury, a doctor's certificate verifying that the employee is able to resume his/her normal duties must be furnished to the employer before returning from an approved leave of absence. The employee shall return to work on the first weekly schedule prepared after the Employer has received notice in writing of the employee's availability. Any employee who fails to return to work at the end of the leave of absence shall be terminated. Any employee found to have abused the "leave of absence" by falsification or misrepresentation including accepting other employment shall thereupon be subject to discipline.

**Section 5.3, Personal Leave:** Upon completion of a regular driver's, transportation specialist's or mechanic's probationary period and upon employee request and express approval of the Superintendent or Superintendent's Designee, a regular driver, van driver, transportation specialist, assistant mechanic, mechanic or lead mechanic may be granted two (2) days of personal leave per year without a loss of pay. An employee may accumulate up to five (5) personal leave days. This leave requires no less than a twenty-four (24) hour notice with pre-approval from the supervisor and will be scheduled to avoid interference with District service requirements. Timely notice will be given within ten (10) days. No personal leave days will be used the first five (5) school days of the new school year, or the last five (5) school days of the school year. Exceptions to these provisions may be made at the discretion of the Superintendent for extraordinary family events (i.e. weddings or graduations) where scheduling the event is outside the control of the employee.

**Section 5.3.1:** Personal leave may be used to cover all of an AM, PM or Mid-Day route or combination of based on the number of regular daily assigned hours as posted, unless otherwise approved by management.

**Section 5.3.2:**

North Mason School District Transportation employees acknowledge that there could be events that require there to be make up days beyond the current calendar. In the month in which the event occurs the drivers will not minus the route hours on their time sheet and will treat the makeup days at the end of the year as a normal day. if the district is granted a waiver for any of the days that would have required a makeup day the drivers will have the option to utilize their personal leave, take leave without pay or perform duties as assigned to make up the hours.

**Section 5.3.3:** An employee who has more than three (3) days accumulated and unused personal leave at the end of the school year may submit a written request by the last day of August to cash-out the unused personal leave for each hour over the three (3) days. Personal Leave cash-out will be paid at the regular driver rate. Payment will be made to employees who've submitted a written request to cash-out unused personal leave in September.

**Section 5.4, Vacations:** Each full-time equivalent employee shall accrue ten (10) days paid vacation per year. Upon completion of six (6) years of service, each employee shall begin to accrue fifteen (15) days paid vacation per year and, after ten (10) years, one (1) additional day shall be added per year to a maximum of twenty (20) days after fifteen (15) years.

**Section 5.4.1:** It is mutually agreed that vacations shall be scheduled according to seniority and District employment needs.

**Section 5.5, Holidays:** Regular drivers, van drivers transportation specialists, assistant mechanics, lead mechanics, and mechanics shall receive the following paid holidays provided the employee is available to work on the first day the employee is scheduled preceding the holiday or the first day the employee is scheduled succeeding the holiday, , and is not on a leave of absence. An exception to this requirement will occur if the employee can furnish proof satisfactory to the district that because of illness, bereavement or jury duty, the employee was unable to work either of such days, and in the case of illness, the employee's absence previous to the holiday by reason of such illness has not placed the employee in an unpaid status. Holiday pay is based on the driver's regular run at the time of the holiday.

New Year's Day	Memorial Day	Thanksgiving
Presidents' Day	Martin Luther King Day	Day after Thanksgiving
Christmas Day	Veterans' Day	Labor Day
*Independence Day	Day Before Christmas	*Day After Christmas Day

**Section 5.5.1:** Substitute bus drivers shall have the same paid holidays as drivers provided, they work both the regularly scheduled workday before and after the holiday, calculating the average number of hours for these two days.

**Section 5.5.2:** \*Independence Day and the day after Christmas will be a paid holiday for 260-day employees. Independence Day will also be paid to regular drivers who drive for summer school and the day is scheduled adjacent to the holiday (excluding Saturday and Sunday), and is not on a leave of absence.

**Section 5.5.3:** If the employee works on their paid holiday, he/she will be paid for the time worked as well as their holiday pay.

**Section 5.6, Jury Duty:** Employees who are called for service on a District Court, Superior Court or Federal District Court jury shall be excused from work for the days on which they serve and shall be paid an amount of straight-time earnings. The employee must furnish a written statement from the appropriate public official showing the date and time served.

**Section 5.6.1, Witness Duty:** Employees required to appear in court or in legal proceedings on behalf of their Employer during unscheduled hours, shall receive compensation at their regular straight-time hourly rate of pay only for the time spent in making such appearance, less any witness fees received. No other provision in this Agreement shall apply to this Section.

**Section 5.6.2:** If an employee is required to appear on behalf of his/her Employer during regular scheduled hours, he/she shall receive compensation at their regular straight-time hourly rate of pay for the time spent in making such appearance, less any witness fees. In this event, these hours will be considered compensable hours under the terms of this Agreement.

**Section 5.7, Bereavement Leave:** Employees shall be allowed up to five (5) days off with pay for loss of their normal scheduled hours of work for bereavement for immediate family. Bereavement Leave will be paid only with respect to a work day on which the employee would otherwise have worked and shall not apply to an employee's scheduled days off, holidays, and vacation, or any other day on which an employee would not, in any event, have worked. Scheduled days off will not be changed to circumvent Bereavement Leave provisions. Bereavement Leave shall be paid for at the employee's regular straight-time hourly rate. Immediate family shall be defined as spouse, son, daughter, mother, father, mother-in-law (existing spouse), father-in-law (existing spouse), brother-in-law (existing spouse), sister-in-law (existing spouse), grandparents, grandchildren, brother, sister, stepchildren, stepparent, state registered domestic partner or relatives residing with the employee. Employees are allowed one (1) day of bereavement leave for a close personal friend. At the employer's discretion, two (2) additional days may be added for a close personal friend.

## **Article 6, BENEFITS**

**Section 6.1** The District shall provide basic and optional benefits through the School Employees Benefits Board (SEBB) under the rules and regulations adopted by SEBB.

**Section 6.2** The Employer will notify the Union of any substantial changes to the healthcare benefits provided through SEBB and will meet with the Union to bargain over the effects of such changes during the term of this contract.

## **Article 7, RETIREMENT**

**Section 7.1:** Employees in eligible positions shall be covered by the Washington State Employees' Retirement System (SERS) effective the first date of this Agreement.

**Section 7.2:** Contributions to the Washington State Employees' Retirement System (SERS) will be paid by North Mason School District for those employees employed between June, 1983 and the effective date of this Agreement, provided that the affected employees' portion of contributions for September, 1984, through the effective date of this agreement will be borne by such employees for the retroactive period. Such contributions will be withheld through payroll deductions during the life of this Agreement. The employee portion of contributions for the 1983-84 School District's fiscal year is the employee's responsibility.

## **Article 8, GRIEVANCE PROCEDURE**

**Section 8:** The adjustment of grievances shall be accomplished as rapidly as possible. To that end, the number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. The time limits prescribed in this statement may be extended or reduced by mutual consent of the District and the grievant or Union representative. Business days, as stated herein, shall be defined as those days the District Administration Office is open to the public.

**Section 8.1:** Any grievance or dispute concerning the application or interpretation of the Agreement must be presented in writing by the aggrieved party to the other party within twenty (20) business days from the date of the occurrence giving rise to such grievance or dispute, except in cases of discharge which must be presented within twenty (20) business days; otherwise, such right of protest shall be deemed to have been waived.

**Section 8.1.1:** During the twenty (20) business days and prior to submission of the written grievance, the aggrieved party shall meet informally with his/her supervisor to resolve the grievance. If the grievance is not settled orally, a written statement of grievance shall be presented to the immediate supervisor within twenty (20) business days after the occurrence of the grievance or within twenty (20) business days from the time the grievant or the Union should have reasonably become aware of the events giving rise to the grievance, whichever is later. Written grievances shall be adjusted by accredited representatives of the employer and the Union.

The "Statement of Grievance" shall name the grievant(s) involved; the facts giving rise to the grievance; provision(s) of the Agreement alleged to be violated and the remedy (specific relief) requested.

The immediate supervisor, or designee, shall answer the grievance in writing within twenty (20) business days after receipt of the grievance. The answer shall include the reasons upon which her/his decision was based. She/he shall concurrently send a copy of the grievance, her/his decision, if any, and all supportive evidence to the grievant, Union, and Superintendent.

**Section 8.1.2:** In the event of the failure of these parties to reach a satisfactory adjustment within Forty (40) business days from the date the grievance is filed in writing by the aggrieved party, the matter must be referred by the moving party for final adjustment of the Superintendent.

The Superintendent or her/his designated representative shall arrange for a grievance meeting with grievant(s) and/or her/his designated representative within ten (10) business days of the receipt of the appeal. The purpose of this meeting shall be to affect a resolution of the grievance. The Superintendent, or designee, will respond in writing with her/his decision.

**Section 8.1.3:** In the event the Superintendent fails to reach an agreement within twenty (20) business days thereafter, refer the grievance, with the exception of matters relating to Article 6 to arbitration by requesting the Federal Mediation and conciliation Service to submit a list of eleven (11) names of qualified arbitrators from which the parties shall select the Arbitrator. In the event the moving party submits a request for a panel of arbitrators in accordance with the foregoing provisions and the Federal Mediation and conciliation Service fails to provide such a list within twenty-one (21) business days from the date of the request, the parties may mutually select an Arbitrator. If they are unable to agree upon an Arbitrator within seven (7) business days, the moving party may contact the American Arbitration Association for an alternate panel of arbitrators. The cost of the arbitrator shall be borne equally by both parties. The Arbitrator shall have no power to add to, subtract from, or change or modify any provision of this Agreement, but shall be authorized only to interpret existing provisions of the Agreement as they apply to the specific facts of the issue in dispute. The decision of the Arbitrator shall be final and binding on all parties. The Arbitrator shall have no power to provide a remedy which requires the Employer to act contrary to law. The Arbitrator shall have no power to award punitive damages.

**Section 8.2:** The Employer and the Union shall make available to the other, relevant data necessary for the examination of all circumstances surrounding a grievance. The Arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence.

## **Article 9, GENERAL CONDITIONS**

**Section 9.1:** No employee shall be disciplined or discharged except for just cause. The employer agrees to inform employees of their right to have a union representative present during a scheduled investigation and/or disciplinary meeting.

**Section 9.2:** The employer recognizes the right of the Union to designate Shop Stewards from the Employer's seniority lists.

**Section 9.3:** The Employer shall designate a space for a Union Bulletin Board at the terminal location.



**Section 9.4:** All uniforms required by the Employer shall be furnished and kept in repair by the Employer.

**Section 9.5:** If any section of this Agreement should be found to be contrary to existing law, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at the mutually satisfactory replacement of such section.

**Section 9.6:** During the life of this Agreement the Union agrees not to engage in any strike or stoppage of work and the Employer agrees not to engage in any lockout.

**Section 9.7:** The District will supply the union with a job description for each classification within the bargaining unit. Any time a change is made to a job description, the union will receive a copy of the revised job description, which will also be posted on the district website.

**Section 9.8:** Recording devices are a tool to assist in providing a safe and secure education environment for students and staff. Recordings may be used like any other evidence in cases involving safety concerns or employee discipline. Videos will not be used in the formal evaluation process by supervisors or for the purposes of monitoring employee performance except in response to a specific concern. Recordings may be used for discipline consistent with the just cause provisions of this agreement. Prior to disciplining an employee based on video evidence, the employee shall have the opportunity to view the video. If the District uses a video as evidence in a disciplinary matter the District will document the legitimate reason the video was originally viewed.

## **Article 10, DUTIES AND RESPONSIBILITIES**

**Section 10.1, Employee Duties:** The duties of the drivers shall include, but not be limited to: updating and maintaining route books, fueling, washing and sweeping of buses, maintaining of visual safety and acceptable interior housekeeping standards, performing pre-trip and post-trip inspections, closing of windows, and reporting of defects. Drivers may also be assigned yard work, Drivers lounge, and, office work. Drivers will familiarize themselves with the Standard Operation Procedures and OSPI School Bus Drivers Handbook. Each year they will sign off they have read the Standard Operation Procedures and OSPI School Bus Drivers Handbook. The District will make the Standard Operation Procedures and OPSI School Bus Drivers Handbook readily available in the drivers' room.

**Section 10.2, Distribution of Agreement:** This Agreement shall be prepared and distributed to all employees by the Union. An electronic copy of the signed agreement shall be provided to the district by the union.

## **Article 11, DRIVER CONDUCT**

**Article 11.1:** Drivers are responsible for driving and conducting themselves in a professional and courteous manner in accordance with State Laws and regulations, and District policies and regulations.

## **Article 12, DRIVER QUALIFICATIONS**

**Section 12.1:** All drivers must maintain a current Washington State Drivers License appropriate for vehicle being driven, and meet all qualifications, requirements, and credentials required by the State of Washington, and the District. This includes but is not limited to Drivers License, medical certificate, School Bus Authorization, and First Aid card. Failure to maintain certifications will result in progressive discipline up to and including termination.

**Section 12.2:** Required in-service classes/training. The parties agree that when a class or in-service training session is held and employees' attendance is required, the District will consider the time spent in such training as time worked and shall appropriately compensate employees for such time. Voluntary classes/in-services will not be considered as time worked. The district will pay fees required for First Aid at a class annually scheduled by the district, time spent in class will be considered as time worked. If the employee obtains First Aid certification outside of the scheduled class, the employee is responsible for all fees associated with that certification and will not be reimbursed for them.

**Section 12.3, Physical Examinations:** The parties agree that school bus drivers must provide verification of a current medical examination in accordance with the standards established in 49 CFR 391.41 through 391.49, of the Federal Motor Carrier Safety Regulations.

The employee will go to the provider the District is contracted with and the District will pay the fee for the physical on an annual basis. If the employee chooses to go outside of the contracted provider, the employee will not be reimbursed for fees.

**Section 12.4, Driver License Abstracts:** The parties agree that the District will pay the cost associated with obtaining the abstracts of licenses for all employees required to provide an abstract.

## Article 13, WAGES

**Section 13.1.B, Hourly Premium:** Mechanics who have earned an Automotive Service Excellence School Bus Certification will receive an hourly premium of \$0.25 per hour for each individual ASE School Bus Certification up to \$1.25 per hour with recertification updated every five years. Mechanics who hold the Master Automotive Service Excellence School Bus Certification will earn \$2.00 per hour with recertification updated every 5 years.

**Section 13.2, Extracurricular Trips:** Extracurricular trips beginning and ending on the same day will be paid at the driver's normal hourly pay. Extracurricular trips extending overnight will be paid at the driver's regular pay rate for a minimum of eight (8) hours or actual driving time, whichever is greater. Additional expenses for overnight trips are addressed in Article 3, Section 3.5.

**Section 13.3 Department Meetings:** When the District requires employees to attend in-service or department meetings, all employees shall be compensated at regular driver pay for time worked.

**Section 13.4, Driver/Trainer:** An additional \$2.00 per hour for any driver training duties as assigned.

**Section 13.5, Driver Show-Up Pay:** If a driver (regular or substitute) comes to work and school is called off (e.g. school closure, regular driver shows, cancelled extracurricular trip, inclement weather, power outage, etc.) the driver shall be compensated two (2) hours pay provided the District has not attempted to notify the driver of schedule change at least sixty (60) minutes prior to the start of the run.

**Section 13.6 Tool/PPE Allowance:** Each mechanic required supplying his/her own tools shall receive a \$750.00 per year tool and PPE allowance, paid September 30<sup>th</sup> of each year. Each mechanic will supply a written/typed tool inventory to the Director/ Assistant Director of Transportation annually by October 31<sup>st</sup>.

**Section 13.7 Partial Route Coverage Pay** If a driver (regular or substitute) is being called to work to partially cover another route and is not driving anything else that day (example: covering the elementary portion of a route), that driver will receive at least two hours pay for such coverage if the actual time worked is less than 2 hours the driver will perform duties as assigned to reach the 2 hour minimum or only get paid for actual time worked.

**Exhibit A**

**2022-2023**

<b>Years</b>	<b>0-5</b>	<b>6-10</b>	<b>11-15</b>	<b>16-19</b>	<b>20-24</b>	<b>25+</b>
<u>Bus Driver</u>	\$25.90	\$26.56	\$26.90	\$27.23	\$27.46	\$27.80
<u>Substitute Bus Driver</u>	\$23.77	\$23.77	\$23.77	\$23.77	\$23.77	\$23.77
<u>Lead Mechanic</u>	\$32.61	\$33.26	\$33.58	\$33.93	\$34.36	\$34.70
<u>Mechanic</u>	\$30.56	\$31.21	\$31.53	\$31.88	\$32.10	\$32.44
<u>Assistant Mechanic</u>	\$24.69	\$25.19	\$25.45	\$25.72	\$25.94	\$26.28
<u>Transportation Specialist</u>	\$27.57	\$28.24	\$28.58	\$28.89	\$29.12	\$29.46
<u>Van Driver</u>	\$22.62	\$23.15	\$23.45	\$23.71	\$23.93	\$24.27
<u>Driver Trainer - amount above driver</u>	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	

**Exhibit A2**

**2023-2024**

<b>Years</b>	<b>0-5</b>	<b>6-10</b>	<b>11-15</b>	<b>16-19</b>	<b>20-24</b>	<b>25+</b>
<u>Bus Driver</u>	\$26.55	\$27.22	\$27.57	\$27.91	\$28.15	\$28.50
<u>Substitute Bus Driver</u>	\$24.36	\$24.36	\$24.36	\$24.36	\$24.36	\$24.36
<u>Lead Mechanic</u>	\$33.43	\$34.09	\$34.42	\$34.78	\$35.22	\$35.57
<u>Mechanic</u>	\$31.32	\$31.99	\$32.32	\$32.68	\$32.90	\$33.25
<u>Assistant Mechanic</u>	\$25.31	\$25.82	\$26.09	\$26.36	\$26.59	\$26.94
<u>Transportation Specialist</u>	\$28.26	\$28.95	\$29.29	\$29.61	\$29.85	\$30.20
<u>Van Driver</u>	\$23.19	\$23.73	\$24.04	\$24.30	\$24.53	\$24.88
<u>Driver Trainer - amount above driver</u>	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	

**Exhibit A3**

**2024-2025**

<b>Years</b>	<b>0-5</b>	<b>6-10</b>	<b>11-15</b>	<b>16-19</b>	<b>20-24</b>	<b>25+</b>
<u>Bus Driver</u>	\$27.21	\$27.90	\$28.26	\$28.61	\$28.85	\$29.21
<u>Substitute Bus Driver</u>	\$24.97	\$24.97	\$24.97	\$24.97	\$24.97	\$24.97
<u>Lead Mechanic</u>	\$34.27	\$34.94	\$35.28	\$35.65	\$36.10	\$36.46
<u>Mechanic</u>	\$32.10	\$32.79	\$33.13	\$33.50	\$33.72	\$34.08
<u>Assistant Mechanic</u>	\$25.94	\$26.47	\$26.74	\$27.02	\$27.25	\$27.61
<u>Transportation Specialist</u>	\$28.97	\$29.67	\$30.02	\$30.35	\$30.60	\$30.96
<u>Van Driver</u>	\$23.77	\$24.32	\$24.64	\$24.91	\$25.14	\$25.50
<u>Driver Trainer - amount above driver</u>	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	

**Article 14, Duration of Agreement**

This Agreement is effective September 1, 2022 until August 31, 2025, provided, however, this Agreement may be re-opened annually to renegotiate wages and insurance benefits by mutual agreement.

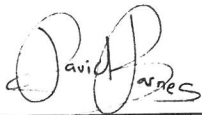
FOR THE UNION:



\_\_\_\_\_  
Faye Guenther  
President UFCW Local 3000

January 4, 2023

\_\_\_\_\_  
Dated

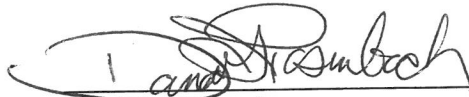


\_\_\_\_\_  
David Barnes  
Bargaining Director UFCW Local 3000

January 4, 2023

\_\_\_\_\_  
Dated

FOR NORTH MASON SCHOOLS:



\_\_\_\_\_  
Dana Rosenbach  
Superintendent North Mason Schools

1/10/23

\_\_\_\_\_  
Dated

# THE UNION DIFFERENCE

**As a union member, you have certain rights at your workplace:**

## A Voice at Work

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Because you have a union, you have a voice at work. A negotiating committee of union members and staff negotiate with management—as equals—over wages, benefits, working conditions, and other issues. The union committee pushes for the issues that union members choose. The result of negotiations is a proposed contract which members vote on before it takes effect.

## Right to Union Representation

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Every union member has the right to union representation during an investigatory interview that could lead to discipline. This is called your “Weingarten” right, after a Supreme Court case which established the right to representation.

## Just Cause for Discipline

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The just cause provision in your union contract ensures you have due process in cases of discipline. The just cause standard is a well-defined set of legal rules that involve several different “tests” of a disciplinary action. The tests of just cause provide considerable protection against retaliation, discrimination, or other unfair actions.

## The Security of a Union Contract

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As a union member, your wages and working conditions are spelled out in writing in a legally-binding union contract. You are not alone at the workplace—instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 50,000 other members of UFCW 3000.

## Union Leadership

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UFCW 3000 leadership is provided by the member-elected Executive Board. The Executive Board is made of rank-and-file UFCW 3000 members from diverse workplaces, income levels and backgrounds.



# My Shop Steward is:

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# My Union Rep is:

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*Building a powerful Union that fights for economic,  
political and social justice in our workplaces  
and in our communities.*

**Seattle:** 5030 First Ave S, Suite 200, Seattle, WA 98134-2438

**Mt. Vernon:** 1510 N 18th St, Mt Vernon, WA 98273-2604

**Des Moines:** 23040 Pacific Hwy S, Des Moines, WA 98198-7268

**Silverdale:** 3888 NW Randall Way, Suite 105, Silverdale, WA 98383-7847

**Spokane:** 2805 N Market St, Spokane, WA 99207-5553

**Spokane:** 1719 N Atlantic St., Spokane, WA 99205

**Tri-Cities:** 2505 Duportail St, Suite D, Richland, WA 99352-4079

**Wenatchee:** 330 King St, Suite 4, Wenatchee, WA 98801-2857

**Yakima:** 507 S 3rd St, Yakima, WA 98901-3219

[WWW.UFCW3000.ORG](http://WWW.UFCW3000.ORG)

UFCW3000



**UFCW3000**

1-800-732-1188 | MEMBER RESOURCE CENTER 1-866-210-3000

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