COLLECTIVE BARGAINING AGREEMENT BETWEEN

KENNEWICK SCHOOL DISTRICT #17

AND

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON

KENNEWICK TRANSPORTATION

SEPTEMBER 1, 2019 - AUGUST 31, 2023
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PREAMBLE

This Agreement is made and entered into between the Kennewick School District Number 17 (hereinafter "District"), and the Kennewick School Employees, an affiliate of Public School Employees of Washington/SEIU Local 1948.

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.
The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.3, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2.
Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, assistant superintendent, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).

Section 1.3.
The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: regular full-time and regular part-time drivers and bus attendants.

Section 1.3.1.
1. A regular employee is one who has received a set number of hours and has full rights to the Collective Bargaining Agreement.
2. Substitutes who work twenty (20) consecutive or thirty (30) cumulative days in any one (1) year or preceding year, will be represented for such purposes as wages as outlined in Schedule A and will not receive any other contract benefits.
3. Casual labor substitutes who work less than twenty (20) consecutive or (30) cumulative days in any one (1) year are excluded.
4. Substitutes who work consistently for ninety (90) or more workdays shall be entitled to receive wages as reflected on Schedule A and substitute seniority as defined in Section 13.1.2.
5. Employees (temporary or substitute) working in the same temporary assignment for two (2) or more daily hours for ninety (90) consecutive workdays or more, shall be considered bargaining unit members on the ninety-first (91st) workday and shall be entitled to all rights and benefits contained herein.
Section 1.4. Definitions

The following definitions are generally adhered to. However, in the event of an unusual circumstance, the parties agree to meet and resolve.

1. **Assignment:** Consists of at least a daily A.M. and P.M. route (4 or 5 days), but may also include shuttles, midday routes, pre and post time, etc. [i.e. block time].

2. **Posting:** All available time, including new or vacated routes or assignments, will be evaluated by management for route efficiency. Routes shall then be posted as soon as possible for employee consideration. Postings shall hang no less than three (3) workdays and will be assigned within three (3) days in accordance with the provisions of this agreement.

3. **Reduced Time:** Reduced time is defined as the time lost from the original bid. Employees who have lost time and do not wish to take a voluntary decrease will be required to remain available to work their original bid time. Employees who have lost time from the original bid will also have priority over others, including senior employees, for regaining the lost time as it becomes available. In the case where an employee loses time from their original Bid and does not wish to voluntarily accept permanent reduction in time, that employee and management will discuss and mutually agree to the scheduling of time owed, within their established workday. In the event mutual agreement cannot be reached and the employee is offered time, within their established workday, and refuses that time, it will be considered a voluntary reduction. All Time loss and assigned time due to time loss will be communicated with the Chapter President, UPON REQUEST.

4. **Driver:** Must retain a current CDL License/First Aid/CPR/Current Physical – bids on routes by seniority and is responsible for transporting district students. Must be able to meet the physical requirements of the position.

5. **Attendant:** Must retain a current First Aid/CPR card. Must be able to meet the physical requirements of the position. Assists drivers on special needs runs, or as defined bids on routes by seniority and assists drivers and attends to students on a defined route.

6. **Bid:** In accordance with seniority on open, posted route.

7. **Original Bid:** The daily hours originally bid. This is guaranteed time for the entire school year unless the employees bids off original bid.

8. **Block time:** The total daily hours from which total contract value and leave benefits is derived. This includes pre and post time.

9. **Cover Drivers:** A cover driver is a driver designated to fill in for absent employees or open positions until bid and awarded, up to the number of daily hours assigned. This is a bid position. A cover driver position will include a set number of hours, Monday through Friday, whenever possible. Cover drivers will be assigned according to needs and continuity of routes. Cover drivers may be required to work beyond their designated weekly hours within reason. For example, if the cover driver is on a run which needs to be completed, then it may have the effect of going over expected hours.

10. **Trip Driver:** Trip driver position is a forty (40) hour per week position and shall cover day trips that depart prior to 4:00 pm Monday, Tuesday, Thursday, and Friday; and 3:00 pm on Wednesday. Trip drivers will choose trips up to forty (40) hours. When there are no available trips, the trip driver may be utilized in the same capacity as a cover driver.

11. **Workdays:** Defines the days during the week of Monday-Friday, excluding holidays, during the calendar year.

12. **Calendar Days:** Defines the universally recognized calendar of months and days.

13. **Business Days:** Defines the days the KSD Administrative Offices are open for business.

14. **School Days:** Defines the days that the KSD schools are in session.
ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.
It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted, if it does not violate the contract.

Section 2.2.
The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures, and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.
It is agreed that the employees in the unit defined herein shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The District will not, directly, or indirectly interfere with, restrain, coerce, or discriminate against any employee in the exercise of these rights.

Section 3.2.
Each employee shall have the right to bring matters of personal concern to the attention of the appropriate Association representatives and/or appropriate officials of the District.

Section 3.3.
Employees subject to this Agreement have the right to have Association representatives or other persons present at discussions between themselves and supervisors or other representatives of the District as hereinafter provided. Employees will be responsible for notifying Association Representatives.

Section 3.4.
Each employee reserves and retains the right to delegate any right or duty contained in this Agreement, exclusive of compensation for services rendered, to appropriate officials of the Association.

Section 3.5.
Neither the District, nor the Association, shall discriminate against an employee subject to this
Agreement on the basis of sex, race, creed, religion, color, marital status, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability in its program and activities and provides equal access to the public.

**Section 3.6.**
Each employee reserves the right to see all material placed in his/her personnel file and to review the entire file upon request, provided that the request is made during regular workhours at the District personnel office. Derogatory material contained in the file shall, upon request, be removed two (2) years after its placement in the file. The above does not include annual evaluation material. No derogatory material shall be placed in the personnel file without first being brought to the attention of the employee.

Findings relating to offenses against children may remain in the employee’s personnel file for up to five (5) years. These offenses may include but are not limited to those criminal offenses defined by Washington State Law, hitting, striking, slapping, inappropriate touching or caressing of a student or causing the student to suffer physical harm. The employee will have their due process rights after a reported incident, and therefore will have the chance to review and respond to any allegation prior to it being placed in their personnel file. However, no documents shall be placed in an employee personnel file until the conclusion of the investigation.

**Section 3.6.1.**
When an employee receives a written reprimand or warning from a supervisor that is to be placed in his/her personnel file, the employee may request to sign the form, such signature only indicating the employee is aware of its existence. Such notice to the employee shall be considered as adequate notice that a written response to the reprimand may be completed to be attached to the reprimand document which is kept in the personnel file. Upon receipt of an employee's signed response, the District shall include it within the personnel file.

**Section 3.7.**
In all disciplinary actions where formal, written charges are to be given to an employee, the District will give the following notice:

A. Minimum notice of twenty-four (24) hours prior to the meeting time;
B. Give the employee a copy of the written charges a minimum of twenty-four (24) hours prior to the meeting time;
C. Inform the employee of the right to have representatives of their choosing at the meeting.

**ARTICLE IV**

**RIGHTS OF THE ASSOCIATION**

**Section 4.1.**
The Association has the right and responsibility to represent the interests of all employees in the unit and to present its views to the District on all matters of concern, and to enter into collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit. The Association shall be consulted with respect to the manner and method of any reduction in force because of lack of work or other legitimate reasons.
Section 4.2.
The Association shall promptly be notified by the District of any grievance or disciplinary action of any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure Articles contained herein. The Association is entitled to be present at any and all hearings for the resolution of such grievances.

Section 4.3.
The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Public School Employees of Washington/SEIU Local 1948.

The District shall provide a bulletin board space in the bus lounge for the use of the Association. The bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for its posting.

Section 4.5.
When formal meetings are held between the Association and the District, each party shall be responsible for preparing its own minutes.

Section 4.6.
Time during workhours, whenever possible, will be allowed Association representatives for attendance at meetings with the District. Time, whenever possible, will also be allowed for representatives to discuss with the employees grievances and appropriate matters directly related to work situations in their area or craft. Association representatives will guard against the use of excess time in the handling of such matters.

Section 4.7.
Visitation rights shall be granted to the designated representative of the Public School Employees of Washington/SEIU Local 1948 to visit with employees in the appropriate bargaining units for purposes of grievance procedures and/or general information data. The visiting delegate shall notify the School District of arrival.

Section 4.8. School Calendar.
Transportation Director and Chapter President will be included in the planning of the school calendar.

Section 4.9.
The Kennewick School District will grant absences, not to exceed five (5) workdays, with pay to the union president and four (4) other designated representatives of the union to participate in union regional and state meetings. The union shall reimburse the District for the costs incurred in the above paragraph for substitutes pay and benefits, if hired, as a result of association members attending such meetings. Notification will be given to the supervisor at least five (5) workdays prior to the date of the meeting of member(s) of the union who shall be in attendance. The supervisor may accommodate a shorter period of notice under unusual circumstances.

Section 4.10. Right to Information.
In order to effectively assist and participate in the resolution of issues, contract enforcement, and good faith negotiations, PSE staff and the Association President, shall be entitled to receive copies of requested information, up to ten (10) pages, without charge. Requests for information shall be in
writing and submitted to the Transportation Director or Director of Human Resources, the reason for
the request shall be communicated at the time of the request.

**Section 4.11.**
Within sixty (60) calendar days each new hire shall be offered the opportunity to meet with a
representative from the Union for no less than thirty (30) minutes to give an overview of the
Association and the rights of the Collective Bargaining Agreement, such time shall be paid for by the
employer. The District will offer space for the Union to provide this service. Such time will be as non-
disruptive as possible to the workday.

**Section 4.12. Member Lists.**
The District will provide PSE a monthly bargaining unit list transmitted electronically to the State PSE
Office, containing every bargain unit employee’s: name, employee number, classification; job title,
work location, phone number; address, work e-mail address, hourly rate of pay; hours worked, gross
pay, and union dues paid.

Such list will also include: new employees hired, rehired, reinstated, transferred into or out of the
bargaining unit, reclassified, placed on leaves of absences of any type including disability, placed on
layoff, recalled from layoff, separated (including retirement), added to or deleted from the bargaining
unit.

**ARTICLE V**

**APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

**Section 5.1.**
It is agreed and understood that appropriate matters for consultation and negotiation are grievance
procedures, wages, hours and working conditions.

**Section 5.2.**
It is further agreed and understood that the District will consult with the Association, and meet with the
Association upon its request, in the formulation of any changes being considered in existing benefits,
policies, practices and procedures.

**Section 5.3.**
It is further recognized that this Agreement does not alter the responsibility of either party to meet with
the other party to advise, discuss or consult regarding matters concerning working conditions not covered
by this Agreement.

**Section 5.4.**
The Association will, as appropriate, be advised of current and predicted workload information.
ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1. Labor/Management Committee.
The Labor/Management committee is designed to allow the parties to meet at mutually scheduled times to discuss appropriate matters that do not require negotiations. The PSE Labor Management committee shall consist of the Association President and up to five (5) members chosen by the Association. The District Labor Management Committee shall consist of the Director of Human Resources or Designee and up to five (5) management representatives chosen by the District. These committee meetings shall be conducted during workhours. The Labor/Management Committee will, in addition to normal everyday communication issues and concerns, specifically discuss and work toward resolution of providing training covering all facets of job requirements for employees and attendants to include, but not limited to, in-service vocational training, first aid, emergency procedures and safety meetings. Concerns not resolved may be submitted to the next level for consideration.

Section 6.2.
The District will provide suitable space and a mutually agreeable time to conduct such meetings.

ARTICLE VII

HOURS OF WORK

Section 7.1.
The normal workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday, and Sunday. For overtime purposes the workweek is Monday through Sunday.

Section 7.1.1.
Contract Package Time will be calculated on the number of days in the school calendar plus holidays. The pool of non-drive hours resulting from early release days will be used during the year for safety meetings, training’s, bus wash or other management identified needs that fall within the scope of transportation duties.

Section 7.2. Shifts and Assignments.
1. Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of one (1) calendar week; provided, however, that the notice may be waived by the employee.

2. This regular schedule will result after the employee bids on his or her route.

3. Attendants with a CDL required to drive a bus, will be paid driver wages. In the event a driver is assigned attending duties, there will be no loss of wages to the driver.
Section 7.3. Bid and Processes.

1. The dates and times for yearly route bids will be determined by Management and will be announced prior to the end of the school year and will be established within two (2) weeks prior to the first (1st) day of school.
2. Routes will be bid (A.M/Midday/P.M.) in seniority order. Association Representatives may, as appropriate, attend all bidding sessions.
3. Once bid routes are combined, including pre and post trip time, they are considered an assignment as defined in Section 1.4.
4. Employees will remain on that assignment for the duration of the school year.
5. Employees can continue to add additional time up to a maximum of forty (40) hours per week.
6. Additional time will be posted and awarded to the most senior employee who bids on and is available to incorporate the additional time into their assignment without going into overtime.
7. If an employee would go into overtime, they would not be eligible for the additional time.
8. Employees cannot break original or existing assignments when bidding for additional time.
9. The employee will not be awarded additional time if the new bid time interferes with the original package.
10. Employees may bid on any new or open assignment.
11. If an employee chooses to bid off an assignment, the employee MUST bid off the entire assignment. Special circumstances shall be resolved on a case-by-case basis after consultation with management and the employee. That assignment would then be posted for bidding, thus allowing the employee to bid on other open or new assignments, through seniority.
12. Employees will not be allowed to take assignments away from other employees, once the bidding has been completed, (except in accordance with Section 13.4.1).

Section 7.3.1.

1. A regular assignment is a daily assignment, exclusive of trips, as defined in Section 1.4.
2. If route times decrease, which causes the employee’s daily assignment time to decrease, that employee would be assigned other appropriate bargaining unit work.
3. An employee will not lose time from their originally bid package unless they voluntarily accept a reduction in time.
4. Employees will be requested to perform appropriate work assignments in order to keep to their originally allotted time until a new opportunity to increase their hours, or bid a new assignment occurs, and they are successful in the bidding process.
5. In the case where an employee loses time from their original Bid and does not wish to voluntarily accept permanent reduction in time, that employee and management will discuss and mutually agree to the scheduling of time owed, within their established workday. In the event mutual agreement cannot be reached and the employee is offered time, within their established workday, and refuses that time, it will be considered a voluntary reduction.
6. Employees who do not have midday routes will not be required to begin performing midday routes to recoup time lost under this situation.

Section 7.3.1.1. Shuttles.
Transfer of students to school, District facilities, or work sites. All shuttles of students shall be awarded based on seniority, proximity of equipment to destination and availability of the drivers at the home school. After ten (10) workdays SIT and shuttles shall be added to employee’s block time.
Section 7.3.1.2.
Attendants shall be assigned to shuttles if the student being shuttled requires, an attendant on their regular school to home to school route, as determined by the Transportation Director or Director of Special Services.

The need for attendants on trips and/or drops and returns, will be determined on a case-by-case basis by the Transportation Director and/or the Director of Special Services.

Section 7.3.1.3. Time Reduction/Increase.
1. It is the driver/attendants’ responsibility to notify management, in writing, with the approved form, of any reduction/increase of time in their regular assignment.
2. Management will inform drivers/attendants of any time changes that come to its attention, as soon as possible.

Section 7.3.1.4. SPED Routes.
1. Employees who are half-sheeting increases consistently for ten (10) workdays or more on the a.m., mid-day, or p.m. portion of the route due to additional students will complete the required forms for request of adjustment of bid time.
2. Temporary time, less than twenty-five (25) workdays that is adjusted to accommodate specific student situations will be decreased to original bid time after temporary time is no longer necessary. Management shall make all reasonable attempts to identify all temporary time prior to posting for bid or awarding. Benefits, excluding Retirement contributions, will not be adjusted to incorporate time less than twenty-five (25) workdays. Drivers may bid off temporary time in order to bid on permanent time.
3. Holidays, sick leave, vacation, and other benefits will be calculated on regular assignment hours and all temporary time that continues twenty-five (25) workdays retroactive to the first workday of the temporary time.

Section 7.3.1.5. REGULAR Routes.
1. Employees who are half-sheeting increases consistently for ten (10) workdays or more on the a.m., mid-day, or p.m. portion of the route due to additional students will complete the required forms for request of adjustment of bid time.
2. Temporary time, less than twenty-five (25) workdays that is adjusted to accommodate specific student situations will be decreased to original bid time after temporary time is no longer necessary. Management shall make all reasonable attempts to identify all temporary time prior to posting for bid or awarding. Benefits, excluding Retirement contributions, will not be adjusted to incorporate time less than twenty-five (25) workdays. Drivers may bid off temporary time in order to bid on permanent time.
3. Holidays, sick leave, vacation, and other benefits will be calculated on regular assignment hours and all temporary time that continues twenty-five (25) workdays retroactive to the first workday of the temporary time.

Section 7.4. Summer Work.
In the event that summer work is available, it will be posted and awarded to drivers by seniority. The District will work with the Association to form a summer school route committee. Such routes should be posted no later than five (5) days before the last day of school so committee members can verify accuracy. Employees shall bid on summer assignments no later than the last day of school of each year. Summer assignments are considered temporary in nature (an assignment less than ninety [90] workdays as per Section 1.3.1 #4) and do not earn holiday pay, although those working shall be
compensated for the 4th of July. All hours worked shall count for service credit for retirement purposes as per RCW 41.40.088.

Employees shall be provided a summer work assignment with the number of hours to be worked at the time of the summer bid. Each employee shall sign the bid sheet and be provided a copy.

**Fill in work:** Employees desiring to be contacted for “fill-in” work during the summer months, spring and winter break, must sign the availability list prior to the last day of school. This work will be offered to employees based on seniority and availability.

**Section 7.5.**
In the event of an unusual school closure or delay due to inclement weather, plant inoperation, or the like, the District will notify local radio stations by 6:00 a.m. The Dispatcher on duty will contact the very early reports, directing them not to report. In the event the District fails to make the above notification, employees reporting to work shall receive a minimum of two (2) hours pay at base rate. The Transportation Director will be responsible for directing buses in outlying areas (Plymouth, Horse Heaven, Badger Canyon, etc.) due to inclement weather.

**Section 7.5.1.**
If school days are cancelled and rescheduled, Transportation employees will work on all make-up days. If there are fewer make-up days than those regularly contracted, the employee may make up contracted time in the following ways:

A. The supervisor and the employee will mutually schedule the unworked hours.
B. The employee may request debiting his/her vacation/Personal leave.
C. The employee may use emergency leave, which comes out of sick leave.
D. The employee may accept a deduction of pay for the unworked hours.

The employee will indicate one (1) or more of the following options on Timecard online by payroll cutoff for that work period.

**Section 7.6.**
Assignments shall be established by the District in relation to bus routes and time requisite to fulfilling tasks assigned by the Director of Transportation; provided, however, that no assignment shall consist of less than one (1) hour. If there is thirty (30) minutes or less layover time between assignments, the employee’s shift shall continue uninterrupted. During a layover the employee may be assigned available work such as a drop and return at the direction of dispatch without additional compensation if the assigned work falls within layover time (See Section 7.7.3.). If an extra assignment, such as a drop and return, is in conjunction with a.m., midday, or p.m. portion of the driver’s assignment, the driver will be paid for actual time worked beyond a.m., midday, or p.m. portion only.

**Section 7.6.1.**
Those regular employees whose time permits will be allowed to sub on any assignment according to seniority and eligibility. Drivers will sub for drivers and attendants will sub for attendants, except in emergency situations or special education runs.

**Section 7.6.2. Pre and Post Trip and Cleanup.**
The established route times will be based on time required to perform all regular duties assigned, except that in addition to all regular duties assigned, each employee will receive a daily allocation of time to perform duties associated with bus checkout, warm-up, clean-up,
safety and pre and post time duties. This allocation is to be divided as follows: fifteen (15) minutes on the A.M. shift, fifteen (15) minutes on the Midday, fifteen (15) minutes on the P.M., and fifteen (15) minutes cleanup. Pre and post time usage and distribution is defined in Section 7.6.2.1. Extra time may be allowed by the Transportation Director for unusual or emergency situations.

Section 7.6.2.1. Post Time.

1. All routes shall include nine (9) minutes per shift for Drivers.

2. Attendant’s time shall include five (5) minutes per shift for Attendants.

Post-time usage for Drivers:
Driver Communication Board
Fueling/DEF
Hanging Keys
Log Sheet turn-in
Route Sheet
Typical RR Crossing
Stocking Supplies
Student Management (on bus)
Timecard

Post-time usage for Attendants:
Driver Communication Board
Disinfecting Bus
Seat Securements
Adjust Wheelchair Tie Downs
Move Q-strains to inside track
Check for debris in seats
Typical Railroad Crossing
Stocking Supplies
Student Management (on bus)
Timecard
Misc.

Prolonged and unusual circumstances may arise which may need to be addressed by management.

Section 7.6.2.2.

Prior to the annual start of school, drivers will be allowed up to two (2) hours for bus cleaning. Drivers and Attendants will be paid for staff/safety meetings, to be conducted the week before school begins. In the event that a special need exists, the Transportation Director may authorize additional time for bus washing or meetings.

Mandatory meetings/trainings will be paid at the employee’s regular rate of pay.

Section 7.7. Trips.

1. Any and all bus transportation assignments other than regular daily scheduled assignments, or those trips falling under the Trip Driver definition shall be considered trips.
2. Trips shall be posted for employees consideration and shall be made available for bid as received for at least three (3) workdays, except under extenuating circumstances (See Late Trip Ticket Section).

3. Trips shall be assigned in accordance with the seniority of those drivers signing the trip ticket and in accordance with Article VII.

4. Trips will be assigned to the senior driver signing the trip ticket and who will not go into overtime. However, if all drivers signing the ticket go into overtime, the most senior driver signing the ticket shall be awarded the trip.

5. If overtime occurs after the trip has been awarded, but the employee is then assigned additional hours for emergency purposes at management direction (such as a need for immediate assistance to take a non-contracted trip or for route coverage), the employee may keep the assigned trip.

6. If the employee is absent the day the trip is awarded, they will not be eligible to take the trip. An exception would be allowed for employees who needed rest because of a late trip.

7. If a trip ticket is returned after being awarded, that driver will be ineligible to drive other trips scheduled for the same day.

8. Once trips have been assigned, those assigned trips shall be provided to the Association President and Vice President within two (2) days of assignment, upon request.

9. Trips turned back shall be assigned to the next eligible senior, available driver signing that ticket.

10. If there is no available driver that signed the ticket, management may assign based on seniority and availability, however, in no event will a trip be removed from the successful bidder once awards are made.

11. Once trips are awarded/assigned, they should not be turned back by the employee except in cases of emergency, illness, or uncontrollable circumstances. Trips turned back by the employee for reasons other than those stated above will render that employee ineligible for any trips for that specific date.

12. If a trip is cancelled with notice, and later rescheduled, it shall be re-posted. A driver shall receive equal pay to the lost portion of their route, in the event that a trip is cancelled and results in loss of regular route time.

13. Employees shall be compensated for show-up of two (2) hours on weekdays, (unless the employee is available to return to their assigned route and route time without interruption of service), summer and three (3) hours on weekends, non-school days, Christmas Break, Spring Break and Holidays, when a previous notice was not given on a cancelled trip.

14. In the event that one (1) bus is returned on a multiple bus trip, to the same destination and has the same depart and return times the most senior driver has the option of staying or returning, unless the driver is in overtime. Returning drivers will be paid for actual time worked, but no less than one (1) hour.
15. In the event a trip has been assigned to a bus driver wherein no trip exists, the employee shall receive three (3) hours show-up time unless the employee is available to return to their assigned route and route time without interruption of service.

16. In the event that several trips to the same event have been posted and awarded, to the same destination and has the same depart and return times and one (1) (or more) of the trips are cancelled prior to the event, the cancelled trips will be removed beginning with the junior driver awarded the trip, excluding the trip driver.

17. Once trips are awarded/assigned, they should not be turned back by the employee except in cases of emergency, illness, or uncontrollable circumstance. Trips turned back by the employee for reasons other than those stated above will render that employee ineligible for any trips for that specific date.

18. If any employee shows a pattern of turning back trips (up to two (2) or more), after an investigation of the reason, the employee may be blocked from taking trips for up to a period of one (1) month. Further turn-backs will result in the employee being ineligible for trips pending the outcome of an investigation.

Section 7.7.1. Trip Driver.
At least one (1) Trip Driver position (trip positions is defined in Section 1.4 of this Collective Bargaining Agreement) will be available by seniority bid.

1. Once a Trip Driver position has been filled, any and all non-contracted trips in the trip book will be selected for up to forty (40) hours by the trip driver.

2. Trip Driver positions will be bid in the same manner regular routes are bid.

3. Trip Driver is eligible to bid trips that fall outside the forty (40) hours per week, in accordance with the provisions contained in Section 7.7. #4 and 1.4. #10.

4. All trips will be selected by the Trip Driver on Thursdays for the following week.

5. Trip Driver must fill position hours with non-contracted trips if possible when selecting trips. Drop and returns will only be used when trips are exhausted.

6. If a selected trip is cancelled, the Trip Driver shall be entitled to re-select an available, unassigned trip to fill their position hours.

7. On weeks when there are insufficient trips to fill position hours, the Trip Driver must be available to perform Cover Driver work for any and all regular or special services routes.

8. The Trip Driver will be assigned substitute runs if there are insufficient trips to fill their assigned hours.

9. All trips that fall within the Trip Driver time frame that cannot be covered by the Trip Driver will be posted and awarded in accordance with Article VII.
Section 7.7.2. Trip Assignments.
Employees shall be paid for the projected number of hours in the event the assignment is cancelled for some other means of transportation.

For contract year 2020-2021 see attached MOU regarding this process. Future contract years will be addressed with an MOU if needed. Should the parties not mutually agree the language below shall be applicable:

Trips will be posted and awarded on the following schedule:

1. Trips will be posted for one (1) week minimum except in the case of late arriving requests:
   A. Trips departing on Monday and Tuesday will be awarded on preceding Friday.
   B. Trips departing on Wednesday and Thursday will be awarded on Monday.
   C. Trips departing on Friday, Saturday and Sunday will be awarded on Wednesday.
   D. Late trips will be posted when received. Late trips will be awarded twenty-four (24) hours prior to departure, when possible.

2. At any time, there should be six (6) days of trips available in the trip book. The awarded trip sheets will be placed in the respective Driver’s box.

3. Trips are awarded in compliance with Section 7.7. of the Transportation Collective Bargaining Agreement.

Section 7.7.3. Bus Driver Responsibilities.
1. Check your mailbox prior to every shift worked, for notification of awarded trips.

2. If the employee has signed a trip sheet and then decides to remove their name from the trip sheet. Management will remove your name at your request once you have provided written notification.

3. Once trips have been awarded, they are not to be turned back unless there is an emergency, illness, or uncontrollable circumstance. If this occurs, Management must be notified immediately in writing, with the reason provided.

4. Trip tickets must be completed and turned into the Transportation Secretary upon your return to the lot.

5. Questions regarding a trip ticket will be referred to Management.

Section 7.7.4. Full Trips.
Notwithstanding the provisions of the above sections, the District reserves the right to assign another employee, when to assign the most eligible employee would not be in the best interests of student safety. In the event such an assignment is made, Management shall advise, the employee and PSE President in writing, of the decision and the reason for the reassignment.

Section 7.7.5. Late Trip Tickets.
Trip Tickets arriving late will be posted when received and shall be assigned twenty-four (24) hours prior to departure, if possible. They shall be awarded to the most senior employee signing
the trip ticket. Seniority and availability of drivers and drivers’ current proximity to departure location shall be used to assign late trip tickets or requests arriving the day of departure.

**Section 7.7.6. Cancelled Trips and Drop and Returns.**

1. Employees shall be compensated for show-up of two (2) hours on weekdays, unless the employee is available to return to their assigned route and route time without interruption of service and three (3) hours on weekends, Christmas Break, Spring Break and Holidays, when a previous notice was not given on drop and return.

2. A driver shall receive equal pay to the lost portion of their route, in the event that a drop and return is cancelled and results in loss of regular route time.

3. If notice to cancel a return portion of a trip is received two (2) hours or more in advance, drivers will not be paid the two (2) hours show up time. However, drivers will be paid any lost route time, or one (1) hour, whichever is greater.

4. Drops scheduled within the employee’s regular workday or scheduled to start before the end of the compensated time of the employee’s workday will be paid as worked. Drops scheduled outside of the employee’s regular workday will be paid a minimum of one (1) hour or actual time, whichever is greater.

5. Returns scheduled within the employees’ regular workday or scheduled to start before the end of the compensated time of the employees’ regular workday will be paid a minimum of two (2) hours or actual time, whichever is greater.

**Section 7.7.7. Contract Trips.**

Defined as any trip over one hundred seventy-five miles (175) miles one-way or overnight and occurs during the regular school year. Contract trips shall be posted immediately upon receipt in the transportation department. Contract trips will be bid and awarded by seniority and rotation (see rotation definition below). Drivers will be allowed to vacate runs to take Contract trips. Drivers will be paid a minimum of sixteen (16) hours per 24-hour period. On all Contract trips of less than 24 hours, drivers will be paid portal to portal.

The list for contract trips shall be established each year, on the first day of school and shall continue until the last day.

On contract trips, bus drivers will shuttle students to and from the site to a restaurant, theater, motel, etc. only when they are properly chaperoned, as defined by the District.

Employees will not be responsible for chaperoning students. Private, separate quarters will be made available for the employees. Due to the safety of all concerned, employees must be given the opportunity to receive at least eight (8) hours of uninterrupted rest at night. The District will reimburse meals and pay for overnight lodging.

**Contract Trip Rotation**

Once a driver has taken a Contract trip, their name is placed at the bottom of the rotation list. No driver shall lose their seniority position on the rotation list if they choose to bypass a Contract trip or if a trip is cancelled. Contract trips will be offered to the driver in the most senior position who has not yet taken a Contract trip.
Section 7.7.8. Summer Trips Sign-Up Sheet.
Prior to the last day of the school year a summer sign-up sheet will be posted for all summer trips awarded by seniority.

Section 7.8. Non-District Funded Transportation.
The parties recognize that transporting students is bargaining unit work. The parties agree that when the transportation for these trips is funded as defined below, the District may use alternative modes of transportation. Under ordinary circumstances, discussion with the Association will take place prior to the commencement of these trips. The parties agree that the attached form shall be used to identify funding when making any transportation requests. Copies of these completed forms will be provided to the Association President prior to the commencement of any trip. The District shall designate an official responsible for approving all trips using alternative modes of transportation. The Association will receive copies of all trip requests including fundraiser information as they become available to the Transportation Director.

Definitions:
1. If no Kennewick School buses are available to transport students to the trip destination;
2. Parent-raised booster club funds, funding eighty-five percent (85%) or greater of the transportation costs;
3. Student raised money through special sales or fundraisers for a specific trip, which may be funded through ASB as designated for that special trip.

Section 7.9. Driver Information.
Drivers and Attendants will be given relevant information regarding students they are transporting, (i.e. medical, emotional, and physical limitations or issues). A form with relevant information regarding impacted students will be provided to the driver through the SPED department (See Attachment A) and/or the parents of the students. The driver is responsible for maintaining forms in a binder to be kept on the bus.

Section 7.10.
If a student requires a nurse and the nurse is absent, the student will not be transported on the bus unless a paraeducator or another person is assigned by the District to assist the student.

Section 7.11. Driver Authority.
In accordance with all applicable RCW’s and WAC’s, the driver shall have authority over the operation of a bus. Drivers shall be included in the determination and implementation of student discipline policy and procedures (Student Conduct Forms).

Generally, buses will be bid by seniority, during the bid process at the beginning of the school year. However, the following areas shall be identified and discussed between the parties in order to identify the availability of buses for bidding purposes:

1. Route composition.
2. Special needs of students.
3. Fleet management needs.
4. If more than one (1) bus is available for route(s), the busses will be bid by seniority.
Management reserves the right to adjust bus assignments throughout the school year based on Route Composition and Special needs of drivers/students.

**Section 7.13.**
Drivers and attendants who are members of the same family will not be allowed to bid on the same bus/routes.

**Section 7.14.**
Any driver of which there is no less than six (6) hours of rest to their next route/run shall not be subject to discipline shall they decide to forgo their morning route/run. The employee may use sick or personal leave in order to remain whole.

**ARTICLE VIII**

**OVERTIME**

**Section 8.1.**
All hours worked in excess of forty (40) hours per workweek shall be compensated at the rate of one and one-half (1½) times the employee's base hourly rate. The workweek starts on Monday A.M.

**Section 8.1.2**
Compensatory time may be taken according to Fair Labor Standards and with approval of the Transportation Director.

**Section 8.2.**
Overtime assignments shall be distributed in accordance with the seniority provisions as hereinafter provided. Overtime cannot be paid more than once for the same hours worked.

**ARTICLE IX**

**HOLIDAYS**

**Section 9.1.**
All employees shall receive the following paid holidays that fall within their work month:

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

**Section 9.2.**
When holidays fall on a Saturday or Sunday, the District may designate either the preceding Friday or the succeeding Monday as a holiday.
Section 9.3.
Any time worked on holidays shall be paid at the overtime rate in addition to employee's daily rate. However, if school should be held on a legal holiday, or on a Monday following a weekend legal holiday, the working employee shall be compensated at two (2) times the hourly rate.

Section 9.4.
Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday or on authorized paid leave and are not on leave of absence as defined in Article XI, shall be eligible for pay for such unworked holiday. When holidays fall on a Saturday or Sunday, the District may designate either the preceding Friday or the succeeding Monday as a holiday.

Section 9.5. Unworked Holidays.
Eligible employees shall receive pay equal to their normal work shifts at their base rates at the time the holiday occurs. Employees who are on the active payroll on the holiday, and are not on a leave of absence, shall be eligible for pay for such unworked holiday.

ARTICLE X

SICK LEAVE
(ILNESS, INJURY, EMERGENCY LEAVE POLICY, AND PARENTAL LEAVE)

Section 10.1. Sick Leave.
Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided, however, that no employee shall accumulate less than ten (10) days of sick leave per school year. An employee who works eleven (11) days in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated to the maximum allowable according to State Law. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and accumulated benefits will be expended on an hourly rather than a daily basis.

Sick leave will be granted in accordance with applicable laws. A physician's statement of illness may be required upon the request of the Superintendent or designee, or Transportation Director under the following situations:

1. When there is a question regarding the employee’s fitness for duty.
2. When the employee has exhausted all available sick leave.
3. When an illness exceeds five (5) days.

The district retains the right to address excessive absenteeism or patterns of absence, such as absences before and after weekends and holidays and breaks.

Section 10.1.1. Sick Leave Attendance Incentive Program.
In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an
option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) days of accrued leave for illness or injury in excess of sixty (60) days. Leave for which compensation has been received shall be deducted from accrued leave at the rate of four (4) days for every one (1) day of monetary compensation. At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration in accordance with RCW 28A.400.210.

Section 10.1.2. Attendance Incentive.

If a driver or attendant has perfect attendance for an entire semester, shall receive two (2) additional days of vacation pay which will be rolled into vacation once earned. Up to a total of three (3) days may be earned in any one (1) school year. The extra days cannot be earned if there is absence for any reason from any portion of the daily assignment excluding meetings required by the District and approved by the Transportation Director, bereavement, Association leave and jury and military leave. The vacation day awarded at the end of the first semester shall be rolled into the employee’s current vacation bank. The two (2) vacation days earned at the end of the second semester shall be cashed out, along with any remaining vacation days in the employee’s vacation bank as per Section 12.1.6.

Section 10.1.3. Sick Leave Sharing.

Sick Leave sharing shall be administered per RCW 41.04.665.

Section 10.2. Emergency Leave.

Upon notification to their supervisor, employees will be granted emergency leave. For purposes of this leave, an emergency is defined as a problem that was suddenly precipitated, was of such a nature that preplanning was not possible, or where preplanning could not relieve the necessity for the employee’s absence. Whenever possible, the employee will give timely notice of the absence except in cases of unanticipated emergencies. Emergency leave is deducted from sick leave.

Section 10.2.1. Personal Leave.

Two (2) days of personal leave per school year, separate from sick leave, may be granted for matters which cannot be attended to outside of normal workhours. Unused personal leave may be cashed out at one hundred percent (100%) in July of each year or “rolled” one-hundred percent (100%) into the employee’s sick leave bank, as long as sick leave does not exceed a total accrual of twelve (12) days per year. The employee must use the appropriate request form and submit it to the payroll office by July 1st of each year.

Section 10.3. Workers Compensation.

Any employee covered by Workmen’s Compensation and State Industrial Insurance, upon loss of time due to a job related injury or illness and may upon the request of the employee be paid sick leave in the amount of the difference between his or her regular pay and compensation received from the State Department of Labor and Industries. The full amount of sick leave shall be paid for the first three (3) days. Should an employee later receive compensation from the Department of Labor and Industries for the first three (3) days of absence, the amount paid the employee shall be credited to the District from monies due the employee in the next payroll period. That portion of sick leave paid, as determined by the ratio of regular sick leave and State Industrial Compensation, shall be charged against the employee's accrued sick leave.
Section 10.4. Bereavement Leave.
One (1) to five (5) days, will be granted by the Director for each occurrence when such absence is due to
the death of an employee’s relative. The number of days granted shall be determined between the
employee and the Director. Such bereavement leave shall not be deducted from sick leave and is non-
cumulative. Employees shall be entitled to up to one (1) day per occasion on the death of a close friend.
The District reserves the right to request verification when bereavement leave is used.

Section 10.5.
In the event an employee is required to serve as a juror or appear as a witness in court for the District or
is named as a codefendant with the District, such employee shall receive a normal day’s pay for each day
of required presence in court. Any compensation received from the court for such service shall be
retained by the employee. If the employee is not chosen for jury duty or is excused from serving the
employee will be required to return to work if there is more than three (3) hours remaining in the
employee’s regular workday. The employee will notify their immediate supervisor of their availability to
return to work.

Each employee called to jury duty is required to obtain documentation from the court which indicates the
time they were released each day. This must be provided to the supervisor and copied to Payroll.

In the event that an employee is summoned as a party in a court action, such employee will utilize
vacation time or personal leave if available. Unpaid leave may be provided if no other leave is available.
All leave shall be with Director approval.

Section 10.6. Parental Leave.
Upon application therefore by an employee subject to this Agreement, the District shall grant such leave.
Such leave shall commence as such time as the employee and the medical advisor deem necessary. The
District may require medical certification. Employees granted leave must return to work not later than
sixty (60) consecutive calendar days following termination of pregnancy. Employees granted leave shall,
at their option, be allowed compensation for leave in accordance with Section 10.1 of this Article. After
exhaustion of the sixty (60) consecutive calendar days, such employees may be granted a leave of
absence pursuant to Article XI of this Agreement. Provisions of the Family Medical Leave Act (FMLA)
and Paid Family Medical Leave Act (PFML) may apply to this type of leave. Employees should visit this

This contract language is not meant to serve as an exhaustive resource detailing all of the employee’s
legal rights surrounding this leave. Kennewick School District is committed to proactively ensuring
compliance with the laws that protect a parent’s rights to leave.

ARTICLE XI

LEAVE OF ABSENCE

Section 11.1.
An employee, with one (1) year of continuous employment, may be granted a leave of absence for
personal or family reasons, excluding taking another job, for a period not to exceed one (1) year; if
such leave is granted due to an employee or employee’s family member’s extended illness, one (1)
additional year may be granted.
If the employee is unable to return from a personal leave of absence after a period of one (1) calendar year, the employee may resign or will be terminated from employment.

If the employee is unable to return from a medical leave of absence after a period of two (2) years, the employee may resign or will be terminated from employment.

**Section 11.2. Authorized Leave of Absence (LOA).**

1. **Personal LOA of ninety (90) workdays or more.** When a regular employee has been granted a personal leave of absence, the duration of which is expected to be ninety (90) workdays or more, the assignment will be considered open and put up for bid within three (3) workdays of the beginning of the leave of absence. The most senior employee bidding for the assignment will be assigned to the route. Upon return of the regular employee from a leave of absence exceeding ninety (90) workdays and will be eligible to bid on any new or open assignments without loss of seniority.

2. **Personal LOA of ninety (90) workdays or less.** A regular employee requesting a personal leave of absence, the duration of which is expected to be less than ninety (90) workdays, will retain their route until the time of return. This route will be occupied by a cover driver (if available) during the employee’s absence; if no cover driver is available, the assignment shall be filled by a substitute employee. If an employee fails to return within the ninety (90) workday period, the route will then be opened for bid.

3. **LOA due to medical reasons, including Workers Compensation.** When an employee is anticipated to be on extended leave for personal or family medical reasons paid or unpaid, or workers compensation, the vacated assignment will be filled by a cover driver, if available. If no cover driver is available, the assignment will be filled by a substitute employee. These temporarily vacated positions will not be posted and are not open for the bidding process for up to a period of twelve (12) calendar months inclusive of FMLA or paid sick leave.

4. **If an employee exceeds twelve (12) work months inclusive of FMLA or paid sick leave, on workers compensation or for personal medical reasons of the employee or their family member,** their position will be posted as a continuing position. The employee will be eligible to bid on available routes or perform fill-in (sub) work when released to return to work. Employees shall retain their seniority date during this period for up to two (2) years from the initial date of leave. After two (2) years of medical leave, the employee may resign or be terminated from employment.

5. **If it is known through medical documentation or the employee’s self-report that the medical leave will exceed twelve (12) calendar months, inclusive of FMLA and paid sick leave,** their position will be posted as a continuing position.

6. **If the District has received medical notification that the employee will no longer be able to perform the essential functions of the position indefinitely,** and after discussion with the employee, the District has determined that no reasonable accommodation can be made, the position will be posted as a continuing position.

7. **The District must mail to the employee via certified and email a copy to the Association President shall the District move to terminate an employee based on the above paragraph.** Such employee shall be provided a Loudermill hearing as required by law.
8. **Family/Medical Leave.** Employees shall be granted unpaid family/medical leave in addition to any other leave provided elsewhere in this Agreement when eligibility is met in accordance with the Family Medical Leave Act of 1993 or Washington State Law, whichever provides the greater coverage. Notwithstanding the provisions of the Federal Family and Medical Leave Act (FMLA), or the Washington State Law, the employer agrees to apply the provisions of that Act/Law to all employees in the bargaining unit who worked one-thousand (1000) hours or more in the previous twelve (12) months and meet the other eligibility requirements contained in the FMLA/State Law.

**Section 11.3. Washington Paid Family and Medical Leave RCW Chapter 50A.04.** Each employee who works eight-hundred and twenty (820) hours or more in a qualifying period shall be eligible.

**Section 11.4.** Vacation credits and sick leave shall not accrue while an employee is on leave of absence, provided however, that seniority shall not be lost.

**Section 11.5. Leave of Absence (return).** An employee returning from a Leave of Absence as defined under Section 11.2, Nos. 1 & 3, or lay-off as defined under Section 13.1. or Lay-off, without an established assignment, will be placed in a substitute position until a successful bid on an available assignment takes place. During this time, the employee will be paid employee’s regular rate of pay prior to the Leave of Absence for all hours worked and will not receive other benefits – but may continue COBRA (insurance) payment. Seniority will continue as defined in Article XIII.

**ARTICLE XII**

**VACATIONS**

**Section 12.1.** All employees subject to this Agreement shall be credited with hours of vacation credit based on contracted hours from September 1st to August 31st. Such vacation credit shall be earned, vested, and used as designated in this Article. Contracted hours are defined as those hours assigned for the majority of the year. Upon retirement, PERS 1 employees will not cash out more than thirty (30) days of vacation in their final two (2) years of employment, if that cash out generates “excess cost” billings for PERS 1 participants, to the District. In the event that the above described “excess cost” cash out has taken place, the employee must reimburse the District for the vacation cashed out which generated the excess billing liability. The employee will then be required to take that amount cashed out beyond thirty (30) days in the form of vacation time off, prior to retirement. The vacation days must be used by August 30th of each year and cannot be carried over.

**Section 12.1.1.** Eleven (11) or more days worked in the month shall be considered a full month for purposes of earning vacation.
Section 12.1.2.
Ten (10) workdays annually for the first five (5) years if the employee works the full school year (180 days). Vacation for an employee who works less than a full school year will be prorated per actual months worked. (Example: an employee that starts a contract on October 1st will receive nine (9) days the first year.)

Section 12.1.3.
On completion of five (5) consecutive years of service, an employee shall receive one (1) additional day paid vacation. For each additional year of service thereafter, an employee shall receive one (1) additional day up to a maximum of twenty (20) net days annual paid vacation, after proration. The first such additional day shall be credited for use during the sixth (6th) year.

Section 12.1.4.
Vacation shall be granted to all employees on August 31, based upon contracted hours worked in the prior fiscal year.

Section 12.1.5.
Available vacation leave may be cashed out at any time during the school year. Vacation may be granted by the Transportation Director on a limited, case-by-case basis. However, no employee should expect vacation leave to be approved based only on the employee’s statement that reservations or trip plans have already been made.

Management will provide a process for which employees may request vacation time on a first come, first served basis, dependent on high use days and availability of substitutes. Once the employee has been approved, the approval will not be withdrawn by the District.

Section 12.1.6.
Unused Vacation credit will be paid no later than August 31st of each year, unless requested earlier by the employee.

Section 12.1.7. Vacation Earned Schedule.

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ARTICLE XIII

SENIORITY

Section 13.1.
The seniority of the employee within the bargaining unit shall be established as of the date the employee begins continuous daily employment (hereinafter “hire date”), unless such seniority shall be lost as hereinafter provided.

Continuous Daily Employment. The date the employee is awarded a regular assignment consisting of A.M. /P.M. route(s). This is applicable to both drivers and attendants.

Ties in Seniority Date. When the hire date of two (2) or more employees is identical, seniority will be determined by the first date the employee substituted, and then by the application date. Management reserves the right to determine the first date an employee substitutes based on the skills and abilities of the substitute.

Layoff. A driver/attendant on layoff status who is called back to a regular run will be called back by seniority of those in layoff status and benefits are restored. Bidding shall be done in accordance with seniority of all drivers and seniority of all attendants, but in no case shall an employee on layoff have priority over a senior employee. A driver/attendant on layoff status called back as a substitute or temporary shall be entitled to bid on any newly opened or posted route, by seniority of drivers and seniority of attendants within the transportation unit. (See Section 13.4.1).

Section 13.1.1.
Regular drivers and regular attendants can only retain seniority on one (1) list. Any employee changing classifications will be placed at the bottom of the seniority list for that classification. These seniority lists are used for bidding, vacation, and personal leaves. Layoff issues are done according to Section 13.4.1. (In instance of layoff-seniority lists are combined.)

Section 13.1.2. Substitute List.
The Substitutes, who work for twenty (20) consecutive or thirty (30) cumulative days in any school year or the previous school year, will be placed on a seniority list applicable only for substitutes. This list will be used in awarding trips and other bidding for which substitutes are eligible and available. In the case of tie in seniority, the date on the application will be used to break the tie in list order. The list will be in order of the first date the employee substitutes. Management reserves the right to determine the first date an employee substitutes, based on the skills and abilities of the substitute. Management also reserves the right to determine if, and when a substitute meets the qualifications to bid on a route.

Section 13.2.
An employee shall lose seniority for any of the following reasons:

A. Resignation;
B. Discharge for any reason contained in this Agreement; or
C. Retirement.
Section 13.2.1.
An employee shall not lose seniority, while on leave of absence, except as defined in Section 11.2.

Section 13.3.
Seniority rights shall not be lost, and shall continue to accrue, for the following reasons, without limitations.
A. Time lost by reason of industrial accident, industrial illness or jury duty; or
B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States; or
C. Leave of absence as defined in this Agreement.

Section 13.4.
Seniority shall be considered regarding vacation periods and special trips (including overtime). Seniority shall be given preference in consideration of promotions, assignment to new or open jobs or positions, when ability and performance are substantially equal with those junior individuals. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee or senior employees applying, the District shall set forth in writing to the employee or employees its reasons why the senior employee or employees have been bypassed.

Section 13.4.1. Layoff.
In the case of layoff, the employee with the greatest seniority (earliest hire date) within a classification shall be retained in preference to any junior employee.

Section 13.5.
The parties recognize that permanent drivers and attendants are generally hired from the substitute pool. Therefore, the District shall maintain a continuous substitute posting for transportation employees. Assignments shall be bid according to the applicable sections of the contract.

Section 13.6.
All existing assignments will be considered open at scheduled bid or when assignments are vacated by an employee. An employee shall have three (3) workdays the time of posting of an assignment to apply for the assignment. Employees absent because of illness during such three (3) workday period shall be responsible to contact their President or Vice President or Transportation Director to be apprised of any vacancies.

Section 13.7.
In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. Such employees are to have priority in filling an opening in the classification held immediately prior to layoff. Names shall remain on the reemployment list for one (1) year. Employees on layoff status must contact the District Personnel Office in writing each sixty (60) calendar days. Employees on layoff status shall be given first opportunity to fill substitute assignments.

Section 13.8.
Employees on layoff status shall file their addresses in writing with the personnel office of the District and shall thereafter promptly advise the District in writing of any change of address thereafter to remain
active for employment. Any reemployment offer made by the District to an employee must be done by
certified mail as well as telephone attempt.

Section 13.9.
An employee shall forfeit rights to reemployment as provided in Section 13.7 if the employee does not
comply with the requirements of Section 13.8, or if the employee does not respond to the offer of
reemployment within ten (10) workdays.

Section 13.10.
An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other
accrued benefits; provided, that such employee is offered a position substantially equal to that held prior
to layoff. Such offer shall be sent by certified mail.

Section 13.11.
Time on layoff will be counted as continuous service for the purpose of establishing and retaining
eligibility dates.

Section 13.12.
The District shall provide a seniority list in September and February of each year.

ARTICLE XIV

PROBATIONARY PERIOD

Section 14.1.
Each new hire shall remain in a probationary status for a period of not more than six (6) calendar months
(not including two months in the summer) following the continuing hire date. During the probationary
period, the employee will be promptly notified of any performance problems that could affect
employment. During the probationary period, the District may discharge such employee at its discretion.
A decision to discharge a probationary employee shall be communicated to the Association President.
The District will attempt to make such notification prior to such discharge taking effect.

Section 14.2.
Probationary employees are considered bargaining unit employees subject to all rights and terms
contained herein beginning with the first (1st) day of their employment, subject to the terms of Section
14.1.

ARTICLE XV

DISCHARGE AND EVALUATION OF EMPLOYEES

Section 15.1.
The District may discharge any employee subject to this Agreement for justifiable cause.
**Section 15.2.**
The issue of justifiable cause shall be resolved in accordance with the Grievance Procedures of this Agreement. Progressive discipline shall be affected where applicable (verbal, written reprimand, suspension and termination).

**Section 15.3. Notification to Non-Annual Employees.**
This section is intended to be applicable to those employees whose duties necessarily imply less than twelve (12) months (excluding vacations) work per year.

**Section 15.3.1.**
Should the District decide to discharge any non-annual employee, the employee shall be so notified in writing prior to the expiration of the school year.

**Section 15.3.2.**
Nothing contained herein shall be construed to prevent the District from discharging an employee for acts of misconduct occurring after the expiration of the school year.

**Section 15.3.3.**
Nothing contained in this section shall in any regard limit the operation of other sections of this Article.

**Section 15.4. Evaluation.**
Each employee subject to this Agreement shall be evaluated annually, by the Transportation Director or another Manager/Supervisor designated by the Director. Such evaluation shall be made utilizing the employee evaluation form, which shall be attached hereto. Each employee subject to this Agreement may appeal evaluation to the Administration responsible for personnel. Each employee shall have the opportunity to write a rebuttal of which will be attached to the evaluation and placed in the personnel file.

**Section 15.4.1.**
Evaluation format will be attached as Attachment “B” of this contract.

**ARTICLE XVI**

**RETIREMENT**

**Section 16.1.**
The District shall report all hours worked, for all eligible employees, whether straight time, overtime, or otherwise, to the Department of Retirement Systems as required.

**Section 16.2.**
Employee Retirement Contribution Deferral: The Employee Retirement Contribution to the Public Employees Retirement System shall be tax deferred in accordance with applicable State rules and regulations.
ARTICLE XVII

INSURANCE

Section 17.1.
The parties agree to abide by state law relating to School District Employees Benefits. The School District shall not use state benefit allocations for any purpose other than insurance benefits.

Section 17.2.
The employer agrees to provide the insurance plans, follow employee eligibility rules, and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employees Benefits Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees.

- SEBB health care plans are available for individual employees who work a minimum of 630 hours or are anticipated to work 630 hours or more in a school year (Sept 1 – August 31).

The regionally accessible health care programs provided by SEBB carriers will be available to employees and will include:

REQUIRED (100% covered premium)
- Vision
- Dental
- Basic Life
- Long Term Disability
- AD&D Insurance

Voluntary
- SEBB medical plans

Other Benefits
Flexible Spending Arrangement, Medical Flex Savings Accounts, Dependent Care Assistance, and other voluntary employee paid SEBB programs will be available to employees under terms as determined by SEBB. The District will provide access to an Employee Assistance Program at no cost to the employee. Other Non-SEBB programs are available to employees but are not funded from the amount provided by the District.

The District and Association will mutually determine non-SEBB voluntary plans. These plans may not be implemented without prior written agreement of the District and Association. A list of the programs eligible for payroll deduction is available at the District payroll office.

Enrollment Period
Enrollment period will be from October 1st to November 15th or as otherwise set by SEBB. When the enrollment ends, no insurance options may be added or deleted during the contract year except for changes in family status or job status. If an employee fails to enroll within the open enrollment period the employee will be placed on the default medical, dental and vision plans as determined by SEBB.
If an employee is hired after the open enrollment period, he or she may enroll in approved plans prior to the first day of the following month. If the employees fail to enroll, they will be placed in a default medical, dental and vision plans as determined by SEBB. Coverage will begin the first day of the month following the date of hire.

**Termination of Benefits**

For employees who resign their position but are employed through the last workday of the school year, their resignation will be deemed effective on August 31st and their SEBB benefits will continue to that date. When resignation/termination takes places during the school year, the employee’s SEBB benefits will continue to the last day of the month in which resignation/terminations occurs.

**Sharing Health Care Contributions**

SEBB does not allow for dual coverage within SEBB. Spouses/domestic partners who are both employees of the District may choose to enroll both employees for medical coverage under one (1) SEBB account along with medical and required benefits for their dependents. However, each employee must register for dental, vision and other required benefits under their own SEBB account.

**Ineligibility**

If the District does not anticipate an employee will be eligible, they must notify the employee as per all SEBB rules and laws. The District will not deny or limit an employee’s work hours for the purpose of preventing SEBB benefit eligibility.

**Section 17.3. Leave of Absence.**

Those employees who are on approved (unpaid) leave of absences in accordance with Article XI, Section 11.1, and who do not continue their insurance during their leave of absence (self-pay) may reinstate insurance benefits upon the conclusion of their leave of absence.

**Section 17.4. Less than twelve (12) months coverage.**

For those employees whose work year may be less than twelve (12) months, insurance coverage shall continue for twelve (12) months, provided, however, that the employee continues to meet the eligibility requirements, and has not terminated from district employment.

**Section 17.5. Payment of Employee Portion (Less than 12 Month pay).**

For those employees paid on a less than twelve (12) month basis, arrangements to pay their out of pocket amounts for the non-work months, must be made prior to May 10th of each school year. Employees can select one of the following options:

**Personal Checks.** Personal checks to cover the employee’s out of pocket portion of summer months (July and August) must be submitted to the District payroll office by June 30th. Failure to remit may result in the loss of benefits.

**Payroll Deduction.** Employees opting to have payroll deductions in the months of May and June, to satisfy their July/August premium portions must sign the authorization form for a payroll deduction.

Those employees performing summer work may modify their above decision and have those portions deducted from the summer pay warrants. Any decision to modify must be in writing and submitted to payroll by June 30th.
Regardless of the option of payment chosen, failure to make arrangements for non-work months payments may result in loss of coverage.

### Section 17.6. Benefits - Contracts.

RCW 28A 400.275. Employee Benefits-Contracts. Any contract for employee benefits executed after April 13, 1990, between a school district and a benefit provider or employee bargaining unit is null and void unless it contains an agreement to abide by state laws relating to school district employee benefits. The term of the contract may not exceed one (1) year.

### Section 17.7. Tort Liability.

The District shall provide tort liability coverage for all employees subject to this Agreement.

### Section 17.8. State Industrial Insurance. (Workers Compensation).

The District shall cover employees with State Industrial Insurance. Payment of premiums will be shared by the District and the employee in accordance with State regulations.

### Section 17.9. Liability/Personal Property Damage.

In the event an employee’s personal property is damaged or stolen in the course of performing school district business, the following provisions apply:

It is agreed that coverage is afforded for loss or damage to personal property of school employees while such employees are engaged in maintenance of order and discipline and the protection of school personnel, school property, or students subject to the following provisions:

1. The limit of liability for any one (1) occurrence shall be two hundred fifty dollars ($250) per claim. Reimbursement can be requested for the cost of repair or replacement. If an item is damaged beyond repair, actual value at the time of the damage is claimed.
2. Items under twenty-five dollars ($25) will not be subject to claim pursuant to this section.
3. Requests for reimbursement shall be made on the District Property Loss/Damage form and submitted to the Business Office.
4. Employees eligible for reimbursements under this provision shall register personal property with the District Director of Maintenance and Operations.

The District shall reimburse up to five-hundred dollars ($500) per incident, per employee for damage caused by verified vandalism to the employee’s vehicle, sustained during the course of employment. The employee must exhaust her or her own insurance recovery possibilities before being eligible for reimbursement from the District. If the employee does not have insurance coverage, reimbursement shall not exceed five-hundred dollars ($500). Payment will be made after the employee has provided documentation of her or her expenditure and submission to the employee’s own insurance carrier.

### Article XVIII

**Vocational and Professional Development Training**

### Section 18.1.

It is mutually agreed that the Association and the District will cooperate in developing in-service programs needed by the District and Association members. The District will provide up to two-thousand
dollars ($2,000) per year for professional staff development (workshops, seminars, etc.). The specific expenditure of these funds will be determined jointly by a committee of two administrators, designated by the District and three association members, designated by the Association President. These funds will not be used for union related meetings, seminars, and workshops.

Section 18.1.2.
The District will fund employees to go to the State WAPT conference based on budget availability. Professional development funds will not be used. Priority will be given to employees who have not attended a conference in the past and by seniority. A sign-up list will be posted in late April. An alternate list will be available in case of cancellations.

Section 18.2.
When attendance is required, employees will be paid at their regular rate for time spent in attendance at required trainings that fall outside their contracted (school) days.

Section 18.3.
All employees must possess a valid First Aid Card prior to employment with the District. The District will pay the renewal course costs for a CPR/First Aid Card and attendance time at the employee’s hourly rate.

Section 18.4.
Vocational training, whenever possible, shall take place the week immediately preceding the opening of school and shall be full day sessions. The District will provide safety meetings as needed.

Section 18.5.
The Superintendent may grant absences with pay to classified employees to attend conferences, workshops, and conventions, when such meetings are related to the transportation field.

Section 18.6. Workshops/Professional Development.
Workshops/Professional Development will be scheduled on early release and/or teacher professional days when possible.

Section 18.6.1.
Employees may request permission to attend conferences, workshops, and other training not Scheduled by the District or Staff Development. Requests for reimbursement may be approved by management, depending on the nature of the training, the relevance to the employee’s position and the availability the District’s training budget.

Section 18.6.2.
Employees may be required to share the content of the training with other members of the workforce within a reasonable time of returning.

Section 18.6.3.
Employees will be paid for their time when they are approved to serve on a District committee, provided other District employees are paid.
ARTICLE XIX

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 19.1.
Under Washington law, the District will not discriminate, restrain, retaliate, coerce, or interfere with an employee’s right to join or maintain membership in the Association. Shall a member elect to revoke their membership they must do so in writing to the Public School Employees of Washington/SEIU Local 1948.

Section 19.2.
The District will notify the Association of all new hires within ten (10) business days of board approval.

Section 19.3.
The District agrees to accept dues authorizations and voluntary political contributions via written, voice authorization or by E-signature in accordance with “E-SIGN”. Public School Employees of Washington/SEIU Local 1948 (PSE) will provide a list of those members who have agreed to union membership via voice authorization. In addition, upon request, access to the District to the .wav files associated with the voice authorization. PSE will be the custodian of the records related to dues authorizations. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis.

PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe keeping of those records.

Section 19.4. Hold Harmless.
PSE will defend and indemnify the employer against any claims, suits, orders, judgments, or issues, as a result of the District’s acceptance of voice and or electronic authorizations and/or PSE’s representations regarding the existence of a valid membership authorization.

Section 19.5. Check-off.
The District shall deduct PSE dues or a representation fee from the pay of all eligible employees. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis.

ARTICLE XX

GRIEVANCE PROCEDURE

Section 20.1.
Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.
**Section 20.2.**
Grievances related to the interpretation and/or application of this Agreement when filed in the name of the Association or when filed by an individual when resolution can only be obtained through the Superintendent or his/her designee, may be initiated at the Superintendents level as provided hereinafter.

**Section 20.3. Grievance Steps.**
The Grievance Steps are as follows, and explained in detail below:

- **Step I.** - Informal meeting with Supervisor within twenty (20) workdays of occurrence
- **Step II.** - Submit, in writing, to Supervisor within ten (10) workdays of conclusion of Informal process
- **Step III.** - Submit to Personnel within fifteen (15) workdays of receipt of denial or non-response
- **Step IV.** - Submit to School Board within fifteen (15) workdays of receipt of response or non-response
- **Step V. (Demand for Arbitration)**

**Grievance Steps/Timelines.**

**Section 20.4. STEP I.**
The employee shall first (1st) discuss the grievance with the immediate supervisor. The employee may be accompanied by an Association representative at such discussion. Employees and/or Association officers engaging in Step I discussion will provide the specific occurrence and date of the occurrence to facilitate discussions. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within twenty (20) workdays of the occurrence or the knowledge of the occurrence of the grievance shall be invalid and subject to no further processing. Management shall respond to the issue within ten (10) workdays of the conclusion of the Step I informal meeting.

**Section 20.5. STEP II.**
If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall reduce to writing a statement of the grievance containing the following:

A. The facts on which the grievance is based;
B. A reference to the provisions in this Agreement, which have been allegedly violated; and
C. The remedy sought.

The employee shall submit the written statement of grievance within ten (10) workdays of the conclusion of the Step I informal, to the immediate supervisor for reconsideration and shall submit a copy to the official in the Administration responsible for personnel. The parties will have five (5) workdays from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.
Section 20.6. STEP III.
If no settlement has been reached within the five (5) workdays referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) workdays to the District Superintendent or designee. After such submission, the parties will have ten (10) workdays from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 20.7. STEP IV.
If no settlement has been reached within the ten (10) workdays referred to in the preceding paragraph, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) workdays to the District Board of Directors. The Board will meet within fifteen (15) workdays to hear the matter. After the Board's meeting, they will render their decision within ten (10) workdays.

Section 20.8. STEP V.
If no settlement has been reached within the ten (10) workdays referred to in the preceding subsection, and the Association believes the grievance to be valid, a demand for arbitration shall be submitted to the Superintendent, or designee, within ten (10) workdays. Any dispute, claim, or grievance arising out of or relating to the interpretation or the application of this Agreement shall then be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. If mutually agreed, the parties may submit to arbitration under the Expedited Labor Arbitration Rules of the American Arbitration Association. The parties further agree to accept the arbitrator's award as final and binding upon them.

Section 20.9.
The grievance or arbitration discussion shall take place whenever possible on school time. The Employer shall not discriminate against any individual employee or the Association for taking action under this Article.

ARTICLE XXI

SALARIES

Section 21.1.
Salaries for employees subject to this Agreement, during the term of the Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein.

Section 21.1.1. Payroll Errors.
1. Underpayments must be reported by the employee to the Transportation Secretary. Underpayments reported within five (5) business days of the payday (the last business day of the month) will be corrected in five (5) to seven (7) business days from the date the error is reported.

2. Underpayments reported more than five (5) business days after payday will be corrected on the next scheduled payday.

3. Debits caused by overpayments shall be discussed with the employee and deducted over the same period (number of months) as the overpayment took place.
4. It is understood that payroll corrections, both overpayments and underpayments, will be limited to a maximum period of thirty-six (36) months prior to the determination of the overpayment/underpayment.

Section 21.2.
Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the Terms and Conditions of Section 23.3. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Section 21.3.
Retroactive pay, where applicable, shall be paid on the first (1st) regular pay day following execution of this Agreement, or in the case of retroactive pay resulting from negotiations pursuant to Section 23.3, on the first regular pay day following Agreement on such schedule.

Section 21.4.
For purposes of calculating daily hours, time worked shall be rounded up to the nearest five (5) minutes.

Section 21.5.
The District will pay up to one hundred ($100) dollars for DOT physicals performed by a DOT qualified physician. A list of qualified physicians taking patients will be provided on a yearly basis.

Section 21.6.
The District will pay the cost of the CDL license endorsement for employee's renewals.

Section 21.6.1.
For Driver Substitutes, fifty percent (50%) of the cost of obtaining the CDL will be paid at the completion of thirty (30) cumulative workdays. The final fifty percent (50%) of the cost of obtaining the CDL will be paid at the conclusion of ninety (90) cumulative workdays.

Should the employee fail any part of the CDL qualification process, or require additional testing such as sleep studies, stress test, vision tests, blood work and the like, the District is not responsible to reimburse the employee. Should the employee choose to re-test, it will be at the employee’s expense.

Section 21.7.
New employees, substitutes, and current employees who are required to take a skill test because of a poor driving record or suspension shall pay the full fee for all testing required.

Mandatory drug testing will be conducted in accordance with all applicable laws, rules, and regulations. All costs associated with mandatory drug testing shall be paid by the Employer, including travel time/mileage. Mileage shall be paid only when a district vehicle is unavailable for use.

Section 21.9. Longevity.
Longevity incentive percentage pay is only applicable with continuous years of service within the entire Kennewick School District. Shall employees move from another bargaining unit within the Kennewick School District without a break in service those years shall be applicable for longevity incentive percentage pay only. Example: Employee worked for twenty (20) years in Maintenance and Operations as a custodian and comes over as a Bus Driver with no previous driving experience. The
employee would receive longevity incentive percentage pay, based off Step I pay, unless the employee
has previous bus driving experience and was placed at a higher Step, and the employee has not
resigned from Kennewick School District.

Employees hired after September 1, 2015 shall not be entitled to counting years of service toward
longevity incentive pay if a break in employment occurred. Years of service is determined by the date
the employee commenced continuous daily employment with the Kennewick School District, not
counting time spent as a substitute employee.

Employees who were hired prior to September 1, 2015 shall be grandfathered and have all years of
service within Kennewick School District apply for longevity purposes, regardless of a break in
service. It shall be the employee’s responsibility to notify Human Resources should the employee
believe that he or she is entitled to credit for longevity incentive pay.

Section 21.10.
Employees may be given credit for up to eight (8) years of previous experience in another school
district as a bus driver or attendant. Such employees may be placed on the appropriate step. Although,
longevity pay is for years of service in Kennewick School District only.

Section 21.11.
New employees will determine whether to be paid over ten (10) months period (September 1 – June
30) or 12-month period (September 1 – August 31) at the time of hire. No adjustments will be made
after that time.

Current employees paid for ten (10) months will notify Human Resources at Bid regarding changing
the pay dates to a twelve (12) month period that will begin each school year. Employees who do not
notify Human Resources will continue to be paid for ten (10) months. No changes will be made or
allowed after Bid each year.

At bid, prior to the start of the school year, employees will indicate on the bid sheet whether to be paid
ten (10) months or twelve (12) months. The choice will remain in place until the following year where
a new choice can be made at bid. (This assumes the bid will occur in August only).

Section 21.12.
Incremental steps, where applicable, shall take effect on September 1st of each year, provided the
employee has completed five (5) work months of employment. Employees working less than (5) work
months in the end of the school year will remain in their current Step through the following year.

ARTICLE XXII

SEPARABILITY OF PROVISIONS

Section 22.1.
If any provisions of this Agreement or the application of any such provision is held invalid, the
remainder of this Agreement shall not be affected thereby.
Section 22.2.
Neither party shall be compelled to comply to any provision of this Agreement which conflicts with State or Federal statutes or regulations promulgated pursuant thereto.

Section 22.3.
In the event either of the foregoing sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 23.3.

ARTICLE XXIII

TERM

Section 23.1.
The term of this Agreement shall be September 1, 2019 to August 31, 2023.

Section 23.1.1.
This agreement constitutes the entire Agreement of the parties superseding and invalidating any previous commitments of any kinds, for the duration of this agreement, except as defined in Article V.

Section 23.2.
All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

Section 23.3.
This Agreement may be reopened and modified at any time during its term upon mutual consent of both parties in writing and to consider the impact of any legislation enacted following the execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment. The parties agree each September 1st of the following years Schedule A will reflect the following:

- 2019-2020 = 7.5% increase to Steps 1-3
- 2020-2021 = 3% increase or IPD whichever is greater to Steps 1-3
- 2021-2022 = 2.75% increase or IPD whichever is greater to Steps 1-3
- 2022-2023 = 2.75% increase or IPD whichever is greater to Steps 1-3

Longevity increases of 1.5% above Step 3 for years (16-20) and an additional 1.5% increase above Longevity of (16-20) years at year 21 and beyond.
SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948

KENNEWICK TRANSPORTATION
KENNEWICK SCHOOL DISTRICT #17

BY: Pam Kirby, Chapter President

/Signed by/

BY: Toni Neidhold, Human Resource Director

/Signed by/

DATE: 4/30/2020

DATE: 4/30/2020
ATTACHMENT “A”

Kennewick School District
1000 W. Fourth Avenue, Kennewick, Washington, 99336, (509) 222-5000

Transportation Form

The purpose of this form is to start or change transportation arrangements for eligible students. This information is CONFIDENTIAL and can only be viewed by staff responsible for providing services to the student.

<table>
<thead>
<tr>
<th>Student Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Student Name:</strong></td>
</tr>
<tr>
<td><strong>Student ID:</strong></td>
</tr>
<tr>
<td><strong>Birthdate:</strong></td>
</tr>
<tr>
<td><strong>Staff requesting transportation:</strong></td>
</tr>
</tbody>
</table>

| Primary Physician: | **Phone:** | **Preferred Hospital:** | **Closest** |

| **Designated address where student is to be picked up?** | **Phone:** |
| **Designated address where student is to be dropped off?** | **Phone:** |

| **Comments:** |

| **School:** | **Grade:** | **Case Manager:** | **Placement:** |

<table>
<thead>
<tr>
<th><strong>Attendance days:</strong></th>
<th><strong>Monday</strong></th>
<th><strong>Tuesday</strong></th>
<th><strong>Wednesday</strong></th>
<th><strong>Thursday</strong></th>
<th><strong>Friday</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>❑ All Day</td>
<td>❑ AM</td>
<td>❑ PM</td>
<td>❑ Other</td>
<td></td>
</tr>
</tbody>
</table>

| **The student requires special equipment:** | ❑ Yes | ❑ No |

<table>
<thead>
<tr>
<th><strong>Student</strong></th>
<th><strong>Yes/No</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Student has difficulty communicating:</strong></td>
<td>❑ Yes</td>
</tr>
<tr>
<td><strong>Student has an individual Health Plan:</strong></td>
<td>❑ Yes</td>
</tr>
<tr>
<td><strong>Student Receives Medication:</strong></td>
<td>❑ Yes</td>
</tr>
<tr>
<td><strong>Student has behavioral difficulties:</strong></td>
<td>❑ Yes</td>
</tr>
<tr>
<td><strong>Student has breathing difficulties:</strong></td>
<td>❑ Yes</td>
</tr>
<tr>
<td><strong>Student has an emergency care plan:</strong></td>
<td>❑ Yes</td>
</tr>
<tr>
<td><strong>Student requires mobility assistance:</strong></td>
<td>❑ Yes</td>
</tr>
<tr>
<td><strong>Other:</strong></td>
<td>❑ Yes</td>
</tr>
</tbody>
</table>

| **Authorized by:** | **Date of Approval:** |

2019-2023 Collective Bargaining Agreement
Kennewick Transportation/Kennewick SD #17  Page 39 of 44
**ATTACHMENT “B”**

KENNEWICK SCHOOL DISTRICT #17 - Transportation
Performance Appraisal for Classified Employees

<table>
<thead>
<tr>
<th>NAME OF EMPLOYEE:</th>
<th>POSITION:</th>
<th>DATE:</th>
</tr>
</thead>
</table>

| DEPARTMENT: | |

<table>
<thead>
<tr>
<th>Unsatisfactory</th>
<th>Needs Improvement</th>
<th>Meets Expectations</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Job Functions:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. **Job Knowledge and Performance**: Exhibits a full understanding of all aspects of the position.

2. **Quality of work**: Strives for efficiency, works effectively with staff and students, takes ownership of final outcome of assigned job duties, accurately completes all operational records and reports as requested/required. Time sheets and payroll reporting are accurate.

3. **Dependability**: Follows through on instructions, completes assignments, completes work in a timely manner, arrives to work and is on duty as assigned.

4. **Initiative**: Able to complete tasks with appropriate level of supervision, takes independent action when necessary, actively pursues professional development, utilizes new information in daily practices.

5. **Problem Solving**: Solves problems effectively, remains calm, stays focused on the problem at hand.

6. **Professionalism**: Exhibits professional attitude towards job, treats coworkers, students, supervisors and the public with respect, responds positively to management, copes with conflict appropriately, dress is appropriate to position, responds positively to constructive feedback.

7. **Attendance**: Is regular in daily attendance and punctual to assigned duties.

8. **Cooperation/Teamwork**: Exhibits ability to work effectively with others, deals positively with change, solves problems effectively, maintains a positive attitude with co-workers, assists others as needed, works effectively with staff, students, parents and the community, works toward the betterment of the District.


10. **Safety**: Performs job safely, follows safety expectations and procedures, promptly reports safety hazards. Meets physical fitness expectations for assigned position.

11. **Supervision of children**: Supervises children in a safe and appropriate manner. Safely and effectively assists handicapped children in boarding and landing from the bus as required.

12. **Makes referrals to appropriate school office regarding students as needed**

**DRIVERS ONLY**

1. Performs pre-trip inspection of bus to ensure it is in safe operating condition
2. Checks and cleans the bus upon completion of a run.
3. Maintains established schedule for the route(s) consistent with safe driving practices and passenger safety
4. Complies with State, Local and District regulations regarding school bus operation

**Employee's and Reviewer's Comments and Notes (include evaluation number being commented on):**

This report is based upon my observation and knowledge. It represents my best judgment of this employee's performance.

Signature of Evaluator, Title __________________________ Date: __________________________

I have reviewed this report. My signature does not necessarily indicate agreement with this rating.

Signature of Employee __________________________ Date: __________________________

Reviewed By: __________________________ Date: __________________________

*Distribution – Original Human Resources – Copy to Employee – Copy Transportation Director*
KENNEWICK SCHOOL DISTRICT #17 TRANSPORTATION
ATTACHMENT “C”
SALARY ENHANCEMENT/CLOCK HOURS

It is mutually agreed that the Clock Hour Program is put into place to benefit both the Transportation staff members and the school district. Clock hours may be awarded for workshops and classes voluntarily taken by the employee outside of their paid work time, as long as the workshop/class is directly applicable to the employee’s present position in the school district and is pre-approved by the Transportation Director.

1. An employee wishing to earn clock hours must request pre-approval from their program supervisor on the district-approved clock hour application form. The employee should complete the top of the form, attach a copy of the course offering/flier, and submit it to the supervisor a minimum of ten (10) days prior to taking the class/workshop for review, processing, and final approval. The supervisor will sign the form, and it will be returned to the applicant in a timely manner, but no later than five (5) workdays prior to the workshop.

2. Up to three (3) workshop coordinators shall earn workshop clock hour credits, as well as one (1) extra clock hour for a total of up to ten (10) additional clock hours per school year. Seniority shall be the determining factor in the selection of workshop coordinators, shall more than three (3) employees show interest. Such seniority should be for all Transportation. Although, current workshop coordinators that volunteered prior to September 1, 2019 shall remain until they voluntarily resign.

3. The workshop/class must meet the guideline that it is appropriate and applicable to the employee’s current position. It may be offered by the Kennewick School District, ESD 123, Staff Development Committee, college, or other appropriate institution. If an application is in question, it will be reviewed by the Staff Development Committee and Classified Human Resource Director.

4. If the clock hour request is not approved, a written explanation will be given to the employee being denied.

5. Only time spent in the workshop/class session is allowable for credit. Travel time, independent study time, meal, and break times, etc., are not acceptable.

6. Clock hours may only be earned for time attended in class/workshops beyond paid workhours. If release time is granted to attend the workshop, clock hours may not be earned during the released time.

7. After the class/workshop is completed, the district-approved form must be submitted to the Classified Personnel Office with a certificate of attendance, registration receipt, or transcript attached to the request. The Personnel Office will return a copy of the form to the employee after it has been received and approved. All work must be completed, verified, and submitted to the Personnel Office no later than June 30th for the current school year. Clock hours must be submitted as attended within the current year (No exceptions).

8. Once earned, the clock hour enhancement pay is continuing each year and is cumulative as earned thereafter.

9. One clock hour is awarded for each hour of attendance in approved classes.

   A. The payment schedule is:
      - 50 clock hours = $75.00 per year
      - 100 clock hours = $150.00 per year
      - 125 clock hours = $175.00 per year
      - 150 clock hours = $250.00 per year

   B. $250.00 is the maximum allowable per year.

10. Clock Hours enhancement pay is applied to salaries once a year, on September 30th.
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, KENNEWICK TRANSPORTATION CHAPTER AND KENNEWICK SCHOOL DISTRICT #17. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE VII, SECTION 7.7.2. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The intent of this MOU is to initiate a pilot program that will alter the process for assigning trips which will reduce the amount of the current process.

This MOU would replace Section 7.7.2. of the CBA for one (1) year. In May of 2021, the parties will reconvene and discuss to continue the pilot program. If the parties agree another MOU will be completed, should the parties not agree, the current contract language will be utilized.

In order to ensure better efficiency, the Kennewick School District Transportation Department will change the process as follows:

Trips for Fridays, Saturdays, Sundays, and Mondays will be awarded on TUESDAYS.
Trips for Tuesdays, Wednesdays and Thursdays will be awarded on THURSDAYS.

As this process becomes efficient, KSD Transportation will then switch over to assigning trips on one (1) day per week (day of week to be determined).

Late trips and contract trips will still be available as they are received, and no change will be made to those processes.

Such process would either be extended or ended by mutual consent no later than June 1, 2021.

This Letter of Agreement shall become effective on September 1, 2020 and shall remain in effect until June 1, 2021 and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948
KENNEWICK TRANSPORTATION
BY: Pam Kirby, Chapter President

KENNEWICK SCHOOL DISTRICT #17
BY: Toni Neidhold, Human Resource Director

DATE: 4/30/2020

2019-2023 Collective Bargaining Agreement
Kennewick Transportation/Kennewick SD #17
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, KENNEWICK TRANSPORTATION CHAPTER AND KENNEWICK SCHOOL DISTRICT #17. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXIII, SECTION 23.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to waive one (1) strike make-up day for all employees in the Transportation Department. Employees shall receive compensation based on their contracted time for such day.

This Memorandum of Understanding shall be in effect upon signatures and shall remain in effect until August 31, 2020.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948

KENNEWICK TRANSPORTATION

BY: Pam Kirby, Chapter President

DATE: 4-30-2020

KENNEWICK SCHOOL DISTRICT #17

BY: Toni Neidhold, Human Resource Director

DATE: 4/30/2020
### SCHEDULE A 2019-2020

<table>
<thead>
<tr>
<th>Classification</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Longevity (1.5% Above previous Step)</th>
<th>Longevity (1.5% above previous Longevity Step)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(0-2 years)</td>
<td>(3-7 years)</td>
<td>(8-15 years)</td>
<td>(16-20 years)</td>
<td>(21+ years)</td>
</tr>
<tr>
<td>Driver</td>
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<td>Attendant</td>
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<td>$18.50 after 1 year</td>
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<td>Substitute Attendant</td>
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<td>$14.00 sub wage</td>
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### SCHEDULE A 2020-2021

<table>
<thead>
<tr>
<th>Classification</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Longevity (1.5% Above previous Step)</th>
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<td>(3-7 years)</td>
<td>(8-15 years)</td>
<td>(16-20 years)</td>
<td>(21+ years)</td>
</tr>
<tr>
<td>Driver</td>
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### SCHEDULE A 2021-2022

<table>
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<th>Classification</th>
<th>Step 1</th>
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<th>Step 3</th>
<th>Longevity (1.5% Above previous Step)</th>
<th>Longevity (1.5% above previous Longevity Step)</th>
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<td></td>
<td>(0-2 years)</td>
<td>(3-7 years)</td>
<td>(8-15 years)</td>
<td>(16-20 years)</td>
<td>(21+ years)</td>
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<tr>
<td>Driver</td>
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### SCHEDULE A 2022-2023

<table>
<thead>
<tr>
<th>Classification</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Longevity (1.5% Above previous Step)</th>
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<tr>
<td></td>
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<td>(8-15 years)</td>
<td>(16-20 years)</td>
<td>(21+ years)</td>
</tr>
<tr>
<td>Driver</td>
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<td>Attendant</td>
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