

COLLECTIVE BARGAINING AGREEMENT BETWEEN  
**PUYALLUP SCHOOL DISTRICT #3**

AND

**PUBLIC SCHOOL EMPLOYEES OF PUYALLUP  
BUS DRIVERS #626**

SEPTEMBER 1, 2021 - AUGUST 31, 2023



**Public School Employees of Washington / SEIU Local 1948**

PO Box 798

Auburn, Washington 98071-0798

1-866-820-5652

[www.pseclassified.org](http://www.pseclassified.org)

## TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE I RECOGNITION	1
ARTICLE II RESPONSIBILITY	1
ARTICLE III UNION RIGHTS	2
ARTICLE IV RIGHT OF EMPLOYEES	3
ARTICLE V LEAVES	5
ARTICLE VI CLEANING AND FUELING	13
ARTICLE VII BUS DRIVER ASSIGNMENTS	14
ARTICLE VIII FIELD TRIPS	16
ARTICLE IX GRIEVANCES	18
ARTICLE X GROUP INSURANCE	20
ARTICLE XI HOLIDAYS AND VACATIONS	20
ARTICLE XII MEDICAL EXAMINATION	22
ARTICLE XIII PROBATIONARY PERIOD	23
ARTICLE XIV SENIORITY	23
ARTICLE XV SUBSITUTE DRIVERS	24
ARTICLE XVI DISCRIMINATION	25
ARTICLE XVII CONVERSION OF ACCUMULATED LEAVE	26
ARTICLE XVIII GENERAL POLICIES	27
ARTICLE XIX EVALUATIONS	28
ARTICLE XX WAGES	29
ARTICLE XXI SAFETY	31
ARTICLE XXII DURATION	31
SIGNATURE PAGE	32
SCHEDULE A	33
MEMORANDUM OF UNDERSTANDING (BD implementation & Specialist)	

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

## RECOGNITION

**Section 1.10.**

This Agreement is made and entered into by and between Puyallup School District #3 (hereinafter the “District” or “Employer”) and the Public School Employees of Washington/SEIU/Local 1948 (hereinafter the “Union”) representing the School Bus Drivers (herein referred to as the “Employee”).

**Section 1.11.**

If any provision or section of this Agreement is in contravention of the laws or regulations of the State of Washington, such provisions or section shall be superseded by the appropriate provision of such law or regulation so long as same is in force and effect, but all other provisions of this Agreement shall continue to be in full force and effect.

**Section 1.12.**

It is the desire of both parties of this Agreement to have written regulations governing the employees concerning wages, hours and working conditions. These regulations are developed to provide efficient operation for the District and fair employment for the employees. Both parties hereby mutually agree to be legally bound by this Agreement.

**Section 1.13.**

If the District should receive additional funds from the State of Washington for the required purpose of increasing the salaries and benefits of the Classified Employees, including members of the School Bus Drivers Union, this contract will be reopened for the negotiation of a new salary schedule, holidays, vacations and insurance benefits.

## ARTICLE II

## RESPONSIBILITY

**Section 2.10.**

The District recognizes the Union as the exclusive bargaining representative in all matters of wages, hours and conditions of employment for all regular Bus Drivers and substitutes as defined in Section 15.11 in the Transportation Department.

**Section 2.11.**

It is agreed that no employee shall make any individual contract that is not in agreement with the following provisions of this Agreement which affects his or her employment in the school district.

**Section 2.12.**

There shall not be authorized any strike, slowdowns or any other stoppage of work by the Union. The employer shall not lock out any employee covered by this Agreement. In the event of a foreshortening of the school year because of work stoppage by other bargaining groups, the District will provide employment for employees covered by this Agreement for the number of days the state provides reimbursement to the District. Should a strike, slowdown or stoppage by the Union members or any employee occur, the Union will immediately instruct its members to return to work. If the employees do

1 not resume work as required by this Agreement immediately upon being so instructed, they shall be  
2 subject to discipline including discharge.

3  
4 **Section 2.13.**

5 It is agreed that the customary and usual rights, powers, functions and authority of management are vested  
6 in management officials of the District. Included in these rights in accordance with applicable laws and  
7 regulations are the right to direct the work force, the right to hire, promote, retain, transfer and assign  
8 employees in positions; the right to suspend, discharge, demote, or to take other disciplinary action against  
9 employees; and the right to release employees from duties because of lack of work or other legitimate  
10 reasons. The District shall retain the right to maintain efficiency of the District operation by determining  
11 the methods, the means, and the personnel by which such operation is conducted.

12  
13 **Section 2.14.**

14 The right to make reasonable rules and regulations shall be considered acknowledged functions of the  
15 District. In making rules and regulations related to personnel policies, procedures and practices, and  
16 matters of working conditions, the District shall give due regard and consideration to the rights of the  
17 Union and the employees and to the obligations imposed by this Agreement.

18  
19 **Section 2.15. Discrimination.**

20 The District shall abide by all State laws, Federal laws and District Policies governing discrimination.

21  
22 **Section 2.16. Subcontracting.**

23 The District specifically reserves the right to subcontract as needed to cover needed transportation  
24 work. Subcontracting will not result in a reduction of work hours for regular employees.

25  
26  
27  
28 **ARTICLE III**

29  
30 **UNION RIGHTS**

31  
32 **Section 3.10.**

33 An employee's option to join and maintain membership in the union, as well as the Union's duty to  
34 represent members of the bargaining unit shall be in accordance with Chapter 41.56 RCW.

35  
36 **Section 3.11.**

37 The District and Union shall comply with the provisions of RCW 41.56.110 regarding dues deductions.  
38 Written authorizations/revocations received after the District's monthly payroll cutoff date will be  
39 processed the following month. The District shall be held harmless by the Union for compliance with  
40 this article.

41  
42 **Section 3.12.**

43 Union Access: The District shall provide an opportunity for a Union representative to meet with new  
44 employees (including substitutes), to provide information about the Union, pursuant to RCW 41.56.037.

45  
46 **Section 3.13. Local Dues.**

47 The District shall deduct PSE local Chapter dues separately and remit such funds to the local Chapter  
48 Treasurer on a monthly basis, or within thirty (30) days of the deduction of the dues.

1  
2 **Section 3.14. Union Release Time.**

3 Union representatives may be authorized to use release time to transact Union business under the  
4 following conditions:

- 5  
6 1. One (1) week's notice shall be required of all such requests (which will be made to the employee's  
7 supervisor).
- 8  
9 2. Approval of the employee's supervisor is required.
- 10  
11 3. A maximum of five (5) days per year, eight (8) hours per day, will be permitted, for a total release  
12 time for the Union of forty (40) hours per year.
- 13  
14 4. Only one (1) member may be on release at any given time.
- 15  
16 5. The Union will reimburse the District for the actual cost of the substitute employee during the  
17 period of release/absence.
- 18

19 **Section 3.15. Union Negotiations Committee.**

20 Employees who participate in bargaining as part of the union's bargaining team shall be compensated at  
21 their normal hourly rate while participating in joint collective bargaining sessions when such sessions  
22 occur during the employee's assigned shift, permitting the hours do not result in the employee or any other  
23 employee incurring over time.

24  
25  
26

27 **ARTICLE IV**

28  
29 **RIGHTS OF EMPLOYEES**

30

31 **Section 4.10. Just Cause.**

32 An employee will not be disciplined without just cause or for an arbitrary or capricious reason.

33

34 **Section 4.10.1. Non-Disciplinary.**

35 Verbal warnings and Letters of Direction are not disciplinary in nature but shall be documented in  
36 the supervisor's working file.

37

38 **Section 4.10.2. Progressive Discipline.**

39 The extent of any disciplinary action will be in keeping with the seriousness of the infraction and  
40 appropriate to the behavior which precipitates such action. Verbal Warnings and Letters of  
41 Direction may be used as a precursor to formal discipline when appropriate. Progressive discipline  
42 normally includes written reprimand, suspension without pay, or termination. Copies of discipline  
43 shall be placed in the employee's personnel file and given to the employee.

44

45 **Section 4.11.**

46 No driver shall use alcoholic beverages during their scheduled working day, or at any time related to their  
47 employment, or report to work and/or operate a school bus with any odor of alcohol on the driver's breath.

48

1 **Section 4.12.**

2 Upon receipt of a complaint of serious misconduct, at the Superintendent’s (or his/her designee)  
3 discretion, an employee may be placed on administrative leave, or assigned alternative duties acceptable to  
4 the employee, until the District completes an investigation. Notification of a suspension or  
5 recommendation for termination of employee will be provided to the employee in writing prior to the  
6 implementation of such suspension or termination.

7  
8 The cause(s) for the suspension or termination and the applicable time limit shall be stated in the letter of  
9 notification. Suspensions may be with or without pay. A copy of any letters of discipline, suspension, or  
10 termination, will be sent to the Union, unless the employee requests otherwise, in writing.

11  
12 A final recommendation for disciplinary action will be made to the Superintendent as promptly as  
13 possible, but may be delayed by the complexity of the investigation, the involvement of outside agencies,  
14 or the availability of witnesses. If the complaint is not substantiated by the investigation, the record of the  
15 complaint will not be placed in the employee’s personnel file or used in the employee’s year end  
16 evaluation. However, if additional information is subsequently received, the investigation may be  
17 reopened and reinvestigated in light of the new information.

18  
19 **Section 4.13.**

20 The employer may suspend any driver without pay if that employee receives any moving violation that  
21 may result in suspension of his/her State Driver's License. Such suspension shall be final until applicable  
22 pending court action or ruling.

23  
24 **Section 4.14.**

25 Termination of employment initiated by the employee during the regular work (school) year shall require  
26 not less than two (2) weeks' written notice. Except in extraordinary cases the District will provide not less  
27 than two (2) weeks notice of separation or termination of employment.

28  
29 **Section 4.15.**

30 Employees who are affected by staffing reductions for the following school year will be so notified in  
31 person, or in writing by mail, postmarked no later than the last working day of the current school year,  
32 provided such staffing reductions are known by the District by that date.

33  
34 **Section 4.16. Personnel Files.**

35 A copy of all written statements that are to be filed in an employee's permanent personnel record, shall be  
36 given to the employee. Permanent personnel record shall mean only those files maintained at the District  
37 Personnel Office. Employees may make a request to the Human Resources to have formal letters of  
38 discipline removed from their personnel file after twenty-four (24) months of the discipline issuance. Such  
39 requests will be considered on a case by case basis by Human Resources. In the event that an allegation of  
40 misconduct is investigated and not supported by the available evidence such records shall be retained in  
41 the District investigative file to substantiate that a thorough investigation was conducted. Employees may  
42 request to review Supervisor working files.

43  
44 **Section 4.17. Right to Representation.**

45 Employees shall have the right to have a Union representative present and participating in any discussion  
46 that the employee reasonably expects might give rise to disciplinary action and in grievance or discipline-  
47 related meetings.

1 When an administrator reasonably expects that a meeting may lead to disciplinary action against an  
2 employee, the administrator shall advise the employee of their right to representation prior to the meeting.

3  
4 **Section 4.18. Vehicle Damage.**

5 Acts of damage to a vehicle parked in the school setting shall be covered by the individual's insurance  
6 policy. When an employee's vehicle is damaged in a designated work parking area or within the course  
7 of an employee's job responsibilities by vandalism, which includes a reportable hit-and-run incident,  
8 the District will reimburse the amount of the deductible to a maximum of \$2,000. Employees who  
9 have vehicles which are not covered by insurance shall receive the same benefit. Damage to an  
10 employee's vehicle caused by District negligence will be fully covered per the District's coverage  
11 agreement in force at the time of the incident.

12  
13 **Section 4.19. Electronic Communication.**

14 The District uses email as its primary method of communication to all employees. All employees shall  
15 be provided with email addresses and must check their email at least weekly during their paid standby  
16 time, to stay up to date on important District announcements and requirements. District email shall not  
17 be used by employees or the Union for the purpose of advocating for specific political action, work  
18 stoppage, negative communication about the District, or other communication use prohibited by law.

19  
20  
21  
22 **ARTICLE V**

23  
24 **LEAVES**

25  
26 **Section 5.10. Illness, Injury and Emergency Leave.**

27 Employees shall be allowed twelve (12) days per contractual year (to be accumulated at one day per  
28 month) for the employee's personal illness, personal injury and emergency leave. These days shall be  
29 credited in accordance with the hours per day the employee is regularly scheduled to work, not to exceed  
30 ninety-six (96) hours per contractual year. Such leave shall be accumulated to a maximum of one hundred  
31 eighty (180) days. No deduction from salaries shall be made during these days. After the third  
32 consecutive work day missed due to illness or injury, a driver shall submit (on the date of return to work) a  
33 statement to the Transportation Supervisor from a licensed health care professional verifying the driver's  
34 medical situation, the driver's inability to work and the driver's ability to return to work. It is not  
35 necessary that such note contain medical information otherwise protected by law or regulation.

- 36  
37 A. An "emergency" is defined as an unforeseen and suddenly precipitated occurrence of a serious  
38 nature beyond the control of the employee which threatens the physical well-being or property of  
39 the employee and is of such nature that preplanning is not possible or could not relieve the  
40 necessity for the employee's absence.
- 41  
42 B. The District will maintain one incoming phone line for the exclusive purpose of receiving driver  
43 calls requesting substitutes. Drivers will normally be expected to call in on the day prior to the  
44 anticipated absence by 3:00 p.m. and no later than 5:30 a.m. for morning run absences, and one (1)  
45 hour before all other run absences. If a driver anticipates an absence of more than one (1) day,  
46 they will state the length of the leave at the time it is requested, if possible, and will call to cancel  
47 the substitute by 3:00 p.m. the work day prior to the anticipated return.

1 C. Driver absenteeism will be recorded and reported in hours missed.

2  
3 D. Drivers returning to work from injuries or surgeries may, at the discretion of the District, be  
4 required to take a fit for duty physical by a physician and/or clinic designated by the District.  
5 Drivers returning to work from extended illnesses of fifteen (15) consecutive workdays or more  
6 may, at the discretion of the District, be required to take a fit for duty physical by a health care  
7 professional and/or clinic designated by the District. Payments to the medical provider and  
8 compensation to the driver as a result of fit for duty physicals provided by this Section shall be  
9 consistent with Sections 12.10 and 12.11 of this Agreement.

10  
11 **Section 5.11. Family Illness.**

12 Up to a maximum of three (3) days off with pay, at current contractual hours, in any one school year will  
13 be allowed for a serious illness in the immediate family where the employee's presence is or was required.  
14 This leave shall be deducted from the employee's family illness leave balance, and shall not be deducted  
15 from the employee's accrued illness, injury and emergency leave.

16  
17 **Section 5.12.**

18 It is critical to the safe and efficient operation of the Transportation Department that every regularly  
19 scheduled driver be on duty. Therefore, time for employee legal, counseling, optical, doctor, dentist or  
20 other similar appointments shall be scheduled during non-work hours UNLESS they qualify for illness,  
21 injury and emergency leave. An emergency is an unforeseen and suddenly precipitated occurrence of a  
22 serious nature beyond the control of the employee and his/her immediate family and is of such a nature  
23 that preplanning is not possible or could not relieve the necessity for absence.

24  
25 **Section 5.13. Civil Duty/Jury Duty and Subpoena Leave.**

26  
27 Civil Duty/Jury Duty. An employee may be granted leave of absence for jury duty or to serve as a  
28 witness at trials, if subpoenaed. The employee shall be paid his/her regular salary. This leave shall  
29 not be granted for personal litigation or for litigation against the District.

30  
31 Subpoena Leave. A leave of absence with pay shall be granted to an employee who is subpoenaed  
32 to testify in a court proceeding; provided however, if the employee or the Union is a party to the  
33 proceeding, the employee shall not be entitled to leave with pay unless the employee is subpoenaed  
34 to testify by the District.

35  
36 **Section 5.14. Long-Term Leave of Absence (6-12 months).**

37 Upon authorization from Human Resources and final approval of the Board of Directors, an employee  
38 after a minimum of three (3) years' employment may be granted an extended leave of absence without pay  
39 for a period not to exceed six (6) to twelve (12) months. Upon completion of the General Leave of  
40 Absence, the employee shall be reinstated to the first available opening where the duties and hours worked  
41 are substantially equivalent to the position held prior to the leave.

42  
43 **Section 5.15. Military Absences.**

44 The District will return to employment without loss of seniority, employees, except temporary employees,  
45 in compliance with the Universal Military Training and Service Act, who have entered the Armed Forces  
46 of the United States and have satisfactorily completed their period of training and service under the  
47 various regulations governing said service and:  
48



- 1 1. Are honorably discharged from such services.
- 2
- 3 2. Are still qualified to perform the duties of their respective positions.
- 4
- 5 3. Subsequent to the date of this Agreement, but within ninety (90) days after they are relieved of
- 6 such service or from hospitalization continuing after discharge for a period of not more than
- 7 one (1) year, apply to the School District in writing for reemployment, unless it is mutually
- 8 agreed to extend the time between their discharge and starting to work for the School District.
- 9
- 10 4. All employees filling vacancies caused by the induction into the service, as outlined above, will
- 11 recognize the seniority of those returning from service and accept such changes in jobs, or loss
- 12 in jobs, as are necessary as a result of such reinstatement of employees returning from such
- 13 service.
- 14

15 **Section 5.16. Short-Term Leave of Absence.**

16 An employee after a minimum of one (1) calendar year of employment may be granted a short-term leave  
17 of absence for six (6) months or less for illness, injury, surgery, pregnancy, childbirth or adoption and  
18 shall, upon their return, be reinstated to their same job assignment or a newly-bid assignment, unless the  
19 position has been abolished or a general reduction in force has placed a more senior employee in that  
20 position. If additional leave time is necessary for illness, injury and/or surgery, written application for an  
21 additional six (6) months or less may be made to the District and the employee will be assigned to the  
22 identical position occupied before the leave unless the position has been abolished or a general reduction  
23 in force has placed a more senior employee in that position.

24  
25 Any employee granted an official leave of absence for any other reason shall be reinstated to the first  
26 available opening where the duties and hours worked are substantially equivalent to the position held prior  
27 to the leave.

28  
29 **Section 5.17. Seniority During a Leave of Absence.**

30 The employee will retain accrued illness, injury and emergency leave, accrued seniority and salary  
31 placement while on leave of absence. However, illness, injury and emergency leave, experience, and  
32 seniority shall not continue to accrue while the employee is in an unpaid leave status. In addition, if an  
33 employee returns from a leave of absence and no position is available, the employee's seniority will be  
34 retained for up to one (1) calendar year past the conclusion of the leave.

35  
36 **Section 5.18. Unpaid Leave.**

37 Unpaid days off for vacation purposes shall generally not be granted, unless all available paid leaves are  
38 exhausted. However, if an employee has a unique, personally compelling need for unpaid days off from  
39 work, the employee shall make such request to the Director of Human Resources for consideration.

40  
41 **Section 5.19. Bereavement Leave.**

42 Up to five (5) days of bereavement leave may be granted for each occurrence of death of the employee's  
43 spouse, domestic partner, child, step-child, parent, step-parent, or siblings. Up to three (3) days of paid  
44 bereavement leave may be granted for each occurrence of death of the employee's father-in-law, mother-  
45 in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law (or such equivalence for domestic  
46 partners), grandparents and grandchildren. Bereavement leave shall normally be used within thirty (30)  
47 days of the occurrence of death, unless specific approval has been granted from Human Resources to use  
48 bereavement days at a later date. In unusual circumstances, bereavement leave may be extended up to two

1 (2) additional days at the sole discretion of the Director of Human Resources. Bereavement leave days are  
2 noncumulative and are not deducted from sick leave.

3  
4 **Section 5.20. Maternity Leave.**

5 A maternity leave of absence shall be granted to a female employee upon her request for the period of  
6 temporary disability as verified by her personal physician or licensed practitioner, generally not to exceed  
7 sixty (60) calendar days. Maternity leave shall be a leave with compensation (if using available sick  
8 leave) only for the actual period of temporary disability and within the limitations of Section 5.16.

9  
10 Beginning with the sixth (6th) month of pregnancy, and the beginning of each month of that pregnancy  
11 thereafter, the employee shall request from her physician a certificate of eligibility approving her fitness to  
12 drive. This certificate will be mailed to the employee's physician by the District requesting the physician's  
13 signature. This certificate will request that the doctor certify that the driver can perform her regular duties  
14 without injury to the driver or fetus.

15  
16 **Section 5.21.**

17 Leave time, beyond the sixty (60) calendar days for temporary disability may be requested by the  
18 employee subject to District approval. Such request shall be made in writing to the employee's immediate  
19 supervisor and the Superintendent or his/her designated representative. Sections 5.16 and 5.17 are  
20 applicable to this section.

21  
22 **Section 5.22.**

23 An employee shall be allowed two (2) days leave with pay for the purposes of gaining custody of an  
24 adopted child and/or transacting the legal requirements necessary in the adoption process. If necessary,  
25 leave of absence time without pay shall be granted to an employee according to the eligibility  
26 requirements of the adoption agencies involved, but shall not exceed one (1) year for the adoption of a  
27 child, per Section 5.14. The employee shall notify their immediate supervisor and the Superintendent, as  
28 soon as possible, of their intention to take a leave of absence. The employee will retain accrued illness,  
29 injury and emergency leave, seniority rights and salary placement while on leave of absence. However,  
30 illness, injury and emergency leave and experience shall not accrue while the employee is on leave of  
31 absence.

32  
33 **Section 5.23. Paid Family and Medical Leave (PFML).**

34 Paid Family and Medical Leave is a statewide insurance program that is mandated by the State and  
35 funded by premiums paid by both employees and employers. Employee contributions as required are  
36 deducted monthly from the employee's pay. This program allows eligible employees to take up to  
37 twelve (12) weeks, as needed, when they welcome a new child into their family, are struck by a serious  
38 illness or injury, need to take care of an ill or ailing relative, and for certain military connected events.  
39 If employees experience multiple events in a given year, they may be eligible to receive up to sixteen  
40 (16) weeks, or up to eighteen (18) weeks if the employee experiences a serious health condition with a  
41 pregnancy.

42  
43 PFML leave will run concurrently with the employee's other leave entitlements. The employee shall  
44 not be compelled to exhaust their available sick leave prior to accessing PFML. The employee may  
45 choose to supplement with their available paid leave entitlements while on PFML, to make their  
46 compensation whole.

1 An employee becomes eligible once they have worked eight hundred twenty (820) hours for a  
2 Washington-based employer during the previous year. The benefit cannot be taken without a qualifying  
3 event. Leave events can be either Family or Medical as stated below.

4  
5 **Family Leave:**

- 6 • Care and bond after baby's birth or placement of a child younger than 18
- 7 • Care for a family member experiencing an illness or medical event
- 8 • Certain military-connected events

9  
10 **Medical Leave:**

- 11 • Care for yourself in relation to an illness or medical event

12  
13 Application for PFML benefits is administered directly through the State.

14  
15 **Section 5.24. Worker's Compensation.**

16 Any injuries received while at work must be reported to the Transportation Office as soon as possible,  
17 along with a full history of the case. These reports are to be made on the appropriate accident report form,  
18 as provided by the District. Determination of job-related illness or injury to the employee will be made by  
19 the Department of Labor and Industries.

20  
21 **Section 5.24.1**

22 Employees covered by Worker's Compensation and State Industrial Insurance shall, upon loss of  
23 time due to a job-related injury or industrial illness, discuss options with the payroll department  
24 regarding use of accumulated regular illness, injury or emergency leave. Employees may choose to  
25 supplement disability payments from Puget Sound Workers' Compensation Trust with a  
26 proportionate share of accrued leave to equal a normal day of pay, choose to receive a full day of  
27 appropriate accrued leave benefits in addition to the disability payment, or receive only disability  
28 payments from Puget Sound Workers' Compensation Trust.

29  
30 **Section 5.24.2.**

31 A work related illness or injury may run concurrently with FMLA. The Human Resources  
32 department must be notified of forthcoming absences, as a result of a job related illness or injury.  
33 Upon determination of an approved work injury claim, the Human Resources department will  
34 determine FMLA eligibility. Upon approval of FMLA eligibility, all related employee absences  
35 will be counted toward the employee's annual twelve-week FMLA leave entitlement.

36  
37 **Section 5.24.3.**

38 Employees receive no cost State Industrial Insurance medical aid for injuries on the job and may be  
39 treated by a physician of the employee's choice.

40  
41 **Section 5.24.4.**

42 An employee's job assignment will be held for him/her for the remainder of the school year in  
43 which the job-related injury or sickness occurred. Provided, that the position has not been  
44 abolished or a general reduction in force has placed a more senior employee in that position.

45  
46 **Section 5.24.5.**

47 Should an employee be able to return prior to second bid of the following school year, as  
48 determined by the employee's physician in writing prior to August 1, the employee's position will

1 be held open for their return. If the employee is unable to return, the position will be bid in the  
2 normal manner for the entire school year.

3  
4 **Section 5.24.6.**

5 An employee who was unable to return by second bid of the school year following the job-related  
6 injury or industrial illness shall be reinstated to the first available opening where the duties and  
7 hours worked are substantially equivalent to the position held prior to the illness, for up to one  
8 school year following their injury, and shall have first right of refusal for substitute work for the  
9 remainder of that school year.

10  
11 **Section 5.24.7.**

12 The District will continue to pay its share of the employee's health and welfare insurance subsidy  
13 only each month during the first twelve (12) months following the date of injury provided that the  
14 employee furnishes his/her share to the Business Office each month by check made payable to the  
15 health insurance plan carrier.

16  
17 **Section 5.24.8. Assault.**

18 Any case of work place injury caused by another person shall be promptly reported to the District.  
19 The District shall render assistance to the employee in connection with handling of the incident by  
20 law enforcement and judicial authorities. If the employee submits a worker's compensation claim  
21 noting non-accidental physical harm caused by another person and the claim is approved, the  
22 employee shall be reimbursed by the district for documented out of pocket expenses incurred from  
23 the physical injury and/or reimbursed for the value of leave days not covered by worker's comp, to a  
24 maximum of one thousand dollars (\$1,000) total, provided the supporting documentation is  
25 submitted to the HR department within six (6) months of the date of the injury. This paragraph does  
26 not apply to civil litigation instituted by the employee.

27  
28 **Section 5.32. Leave Sharing.**

- 29  
30 A. A District employee is eligible to receive donated leave if all the following are true:
- 31  
32 1. The staff member requesting shared leave suffers from, or has a relative or household  
33 member suffering from, an extraordinary or severe illness, injury, impairment or physical  
34 or mental condition which has caused, or is likely to cause, the staff member to:
    - 35 a. go on leave-without-pay status; or
    - 36 b. terminate his/her employment
  - 37  
38 2. The staff member's absence and the use of shared leave are justified;
  - 39  
40 3. The staff member has depleted, or will shortly deplete, his/her annual leave and sick leave  
41 reserves;
  - 42  
43 4. The staff member has abided by District rules regarding sick leave use; and
  - 44  
45 5. If the employee is later found to be eligible for industrial insurance benefits, the  
46 employee agrees to and shall reimburse the school district for the time loss  
47 compensation that is paid to him/her to the extent that the employee is paid time loss  
48 compensation (temporary total disability compensation or loss of earning power

1 compensation) and shared sick leave for the same day(s). An employee shall not use  
2 shared sick leave or donated leave to supplement the difference between time loss  
3 compensation and either net or full wages. If an employee has already received shared  
4 sick leave and is later found to be eligible to receive industrial insurance benefits, the  
5 remaining difference between shared leave minus the industrial insurance benefit shall  
6 be deducted from the employee's sick leave balance, even if it results in a negative  
7 balance.

8  
9 In addition, an employee may be eligible to receive donated leave if the employee has been  
10 called to service in the uniformed services.

11  
12 The Superintendent, or designee, shall determine the amount of leave, if any, which a staff member  
13 may receive under this policy. Normally a staff member shall not receive more leave than the  
14 number of contracted days remaining in the current school year. However, in the event that the  
15 condition requiring the employee's absence continues beyond the current school year, the employee  
16 shall not receive a total of more than five hundred twenty-two (522) days of leave.

17  
18 B. District employees may donate leave as follows:

- 19  
20 1. A staff member may request that a specified amount of sick leave be transferred to another  
21 staff member authorized to receive such leave provided that the donating employee retains  
22 an accrued sick leave balance of twenty two (22) days after the transfer. Sick leave as  
23 defined in RCW 28A.58.099 (28A.400.300) means leaves for illness, injury and  
24 emergencies.  
25  
26 2. An employee who has an accrued annual leave (vacation) balance of more than ten (10)  
27 days may request that a specified amount of annual leave be transferred to another  
28 employee authorized to receive such leave. In no event may the employee request a  
29 transfer of an amount of leave that would result in his/her annual leave account dropping  
30 below ten (10) days.

31  
32 The donation of leave is totally voluntary. No employee shall be coerced, threatened, intimidated  
33 or financially-induced into donating leave.

34  
35 The number of leave days transferred shall not exceed the amount authorized by the donating staff  
36 member.

37  
38 The value of leave transferred is based upon the current salary rate of the person receiving the  
39 leave. The receiving staff member will continue to be paid his/her regular rate while on shared  
40 leave. For example, if a staff member earning twenty dollars (\$20) per hour donates one (1) day of  
41 leave to someone earning ten dollars (\$10) per hour, the recipient would get two (2) days of leave.  
42 However, if the ten dollar (\$10) per hour employee donates one (1) day to the twenty dollar (\$20)  
43 per hour employee, the higher paid employee would receive one-half (1/2) day of leave.

44  
45 The value of any leave transferred under this policy which remains unused shall be returned at its  
46 original value to the staff member who donated the leave.  
47  
48

1 **Section 5.33. Reward Leave.**

2 Each employee who has had no absences in the previous school year due to illness, injury and  
3 emergency leave shall be entitled to one (1) non-cumulative day of reward leave, to be used in the  
4 following school year or cashed out in July immediately following the year earned.  
5

6 **Section 5.34. Attendance Incentive Program.**

- 7 1. Attendance – Fall Period: Each employee with a regular assignment and perfect attendance  
8 (based on the entire work day) for the months of September, October and November will  
9 receive a two hundred dollar (\$200) bonus payable on the employee’s July pay warrant.  
10  
11 2. Attendance – Winter Period: Each employee with a regular assignment and perfect attendance  
12 (based on the entire work day) for the months of December, January, February and March will  
13 receive a two hundred dollar (\$200) bonus payable on the employee’s July pay warrant.  
14  
15 3. Attendance – Spring Period: Each employee with a regular assignment and perfect attendance  
16 (based on the entire work day) for the months of April, May and June will receive a two  
17 hundred dollar (\$200) bonus payable on the employee’s July pay warrant.  
18  
19 4. Attendance – Full Year: Employees with perfect attendance (based on the entire work day) for  
20 all ten (10) months of the school year, September through June, will receive an additional six  
21 hundred dollars (\$600) bonus on their July pay warrant.  
22  
23 5. Summer: Each employee with perfect attendance while serving in a single summer  
24 assignment/run of at least fifteen (15) days in duration (based on the entire workday) for the  
25 months of July and August will receive a two hundred dollar (\$200) bonus payable on the  
26 employee’s September pay warrant.  
27

28 To be eligible for any of the above listed incentives, the employee must work the entire measuring  
29 period, using the five (5) time periods listed above. To the extent permissible by law, all absences for  
30 all reasons will count against perfect attendance except for:  
31

- 32 • a Reward Leave Day taken pursuant to Section 5.33 (Reward Leave),  
33 • up to a total of five (5) days for bereavement leave, or  
34 • approved military leave, or  
35 • civil duty leave, pursuant to Section 5.13  
36

37 If at least sixty percent (60%) of the drivers (total drivers as of the last day of school) received at least  
38 one (1) of the attendance incentives identified in #1 through #4 above, the attendance incentive  
39 program will continue for the following work year. If at least sixty percent (60%) of the drivers did not  
40 receive at least one (1) of the attendance incentives, the attendance incentive program will be  
41 suspended for the following year. Prior to the first day of school, drivers will be informed if the  
42 attendance incentive will be available (or not available) for that school year.  
43

44 [Numerator: Total number of employees who received at least one (1) attendance incentive for the  
45 school year. Denominator: Total number of employees as of the last day of school. The numerator  
46 divided by the denominator equals the percentage of employees who received some portion of the  
47 attendance incentive for the year. If this percentage is greater than sixty percent (60%), the attendance  
48 incentive program will continue for the following year.]

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

**ARTICLE VI**

**CLEANING AND FUELING**

**Section 6.10. Time and Responsibilities.**

Fifty (50) minutes each work day will be paid for the following at the frequency indicated:

- a. daily -- pre-trip, post-trip, sweeping, draining air tanks, recording log sheets
- b. periodic washing of the exterior for good appearance
- c. once weekly -- clean inside of all windows
- d. twice yearly – clean seat cushions and spaces between seat cushions
- e. twice yearly -- clean the ceiling
- f. fueling of assigned buses as needed is required of all drivers

The District will supply all cleaning materials to be used, in compliance with District guidelines.

**Section 6.11. Additional Time.**

Those drivers having less than fifteen (15) continuous minutes standby time during the day shall have additional time added to the fifty (50) minutes to a maximum of sixty (60) minutes for the above.

**Section 6.12. Multiple Assignments.**

When a bus driver is required to drive more than one bus in a day, they shall be given up to fifteen (15) minutes of additional time, unless the driver has adequate standby time available, to perform pre-trip and post-trip responsibilities. This time shall not exceed sixty (60) total minutes when combined with time provided per Section 6.10.

**Section 6.13. Responsibilities When Driving Alternative Buses.**

Definitions:

- 1) A “substitute regular” bus is a bus regularly assigned for use by another driver but reassigned on a temporary basis.
- 2) A “spare” bus is a bus not assigned to a driver for regular use, but reserved for special assignments as needed.
- 3) When a “substitute regular” bus is used, Sections 6.10 (a) and (f) above are required.
- 4) When a “spare bus” is used, except when it is assigned for all the drivers’ runs, only Section 6.10 (a), (b) and (f) are required. If a “spare bus” is assigned for all of a driver’s runs, all of Section 6.10 applies.

**Section 6.14. Bus Assignments.**

The parties agree that it is desirable that the district best use its equipment, in part by determining the appropriate vehicles to transport students. They also, however, recognize the drivers’ desire to choose the equipment they use. Therefore, at bid, categories of buses available for each run or route shall be made clear so that drivers may choose their runs, routes and buses accordingly. Bus availability will be determined by the District based on program needs and bus size, capacity, age, location and condition.

1 During the year, a change in equipment may be made only upon determination that it is necessary to  
2 best use such equipment based on the same criteria used to categorize buses during bids.

## 3 4 5 6 **ARTICLE VII**

### 7 8 **BUS DRIVER ASSIGNMENTS**

#### 9 10 **Section 7.10. Routes, Runs and Bidding.**

11 A run is any segment of time required to transport students, has an established beginning and ending time,  
12 and is expected to be driven on a regular basis. A route is comprised of specific runs. Run needs and times  
13 are established by the District and may include an AM/PM run, a Preschool run a Special Service run  
14 (Summit, Gateway, Special Education students with alternative schedules, or therapy), shuttle runs  
15 (elementary band, 9<sup>th</sup> grade athletics, or highly capable programs), and/or an after school activity run  
16 (transporting elementary students home after tutoring, or transporting secondary students home after an  
17 athletic practice, club meeting or other school activity). The District will identify drivers eligible to be  
18 assigned shuttle runs based on proximity and paid status, in an effort to maximize efficiency. If the shuttle  
19 run assignment results in additional time of twenty (20) minutes or more, identified drivers will have right  
20 of first refusal based on seniority. If none of the identified drivers accept the shuttle assignment, the least  
21 senior driver must accept the assignment.

22  
23 The annual bid for routes, runs and buses, will be in November, effective December 1, and posted five (5)  
24 working days prior to bidding. Bids will be made on the basis of seniority with each driver having an  
25 opportunity to meet individually with the supervisor, or designee, to select their route and bus. However,  
26 if the selection is not completed in thirty (30) minutes, the route and/or run and bus will be assigned by the  
27 supervisor, or designee. Drivers will be paid thirty (30) minutes for bidding.

#### 28 29 **Section 7.11. Minimum Pay for AM/PM Runs.**

30 Employees shall be paid a minimum of two point six (2.6) consecutive hours per morning run (for  
31 transporting students to school) and/or not less than a minimum of two point six (2.6) consecutive hours  
32 per afternoon run (for transporting students from school, excluding runs per Section 7.12). Standby time  
33 is calculated separately per Section 7.20.

34  
35 Drivers that have completed their assigned routes early, at the discretion of the District shall be assigned  
36 additional bus driver duties during their remaining paid time.

#### 37 38 **Section 7.12. Minimum Pay For All Other Runs.**

39 All runs except AM/PM shall be paid a minimum of one (1) hour unless the driver is already in a paid  
40 status.

#### 41 42 **Section 7.13.**

43 After school activity runs are eligible for standby time. The after school activity run time will not cause  
44 the driver's total bid time to exceed forty (40) hours per week, including standby time. The District  
45 recognizes there may be some overtime that occurs. However, if the overtime is consistent, in the  
46 judgment of the Transportation Director, for more than one (1) month, the assignment will be adjusted.



1 **Section 7.14.**

2 Drivers will be paid thirty (30) minutes for bidding, unless the driver is already in a paid status while  
3 completing their bid.  
4

5 The annual November bid awarded will not be reduced without the employee’s consent, except for those  
6 reductions resulting from modifications because of the school calendar (i.e., conference days, planning  
7 days, last day of school, inclement weather, etc.) and/or fluctuations experienced with the secondary  
8 school activities program. However, drivers who do, in fact, experience a reduction of their bid hours can  
9 be assigned, without bidding, to field trips (i.e.: museum trips and/or other job-related duties (i.e.,  
10 emergencies, inventory bus supplies, etc.) to compensate for their reduced time. The District’s interest  
11 will be to match, as closely as possible, the assigned work with the amount of lost time. However, on  
12 occasion, the assigned work may exceed the driver’s bid level, provided it does not cause time in excess of  
13 forty (40) hours per week.  
14

15 **Section 7.15. Additional Work After Bid.**

16 Additional time may be added to a route at any time. The District will identify drivers eligible to be  
17 assigned runs based on proximity and paid status, in an effort to maximize efficiency. If the run  
18 assignment results in additional time of thirty one (31) minutes or more from the original bid time,  
19 identified drivers will have right of first refusal based on seniority. If none of the identified drivers accept  
20 the shuttle assignment, the least senior driver must accept the assignment.  
21

22 **Section 7.16. Removal From Run Due to Conflict.**

23 If an employee is involved in a conflict situation with a parent or student, or if an employee is involved in  
24 an alleged misconduct situation, the Union, District and the employee will meet to discuss the specifics of  
25 the situation and to discuss reassigning the employee to a different run.  
26

27 In these situations, the District shall have the right to remove an employee from a conflict situation  
28 through reassignment. The reassigned employee’s previous run/route shall be open for bid. The reassigned  
29 employee may bid on an open run/route or the District will assign the employee work equal to the hours of  
30 the run/route from which the employee was moved. The employee may also accept a new run/route which  
31 would result in a reduction in hours, if they choose.  
32

33 **Section 7.17. Open Routes and Runs.**

34 Additional routes and runs may become available after the annual November bid (i.e.: transportation of  
35 homeless students or students with newly identified disabilities). In the event a run or route is permanently  
36 vacated for any reason by the driver who was awarded the run or route by bid, the run or route will be  
37 considered open and available for bid. Within three (3) working days, the open run or route will be posted  
38 for five (5) working days. A run or route is not open if an employee is placed on administrative leave or if  
39 a run or route is held open consistent with other provisions of this Agreement. The run, route, and/or bus  
40 will be bid and awarded on the basis of seniority.  
41

42 A portion of a route (except the AM/PM run) may be dropped once per year. Bidding on a run to replace  
43 the driver’s current run does not constitute a “drop”. The award of runs, routes and buses will be made  
44 within five (5) working days of the closing date of the posting.  
45

46 In addition to the annual bid in November, employees may bid on and be awarded a newly purchased bus  
47 of equal capacity one (1) time during the year (December through October).  
48

1 **Section 7.18.**

2 When specialized transportation needs arise (including, but not limited to: students with disabilities,  
3 homeless students, etc.), requests or changes will be received and reviewed by the Transportation  
4 Department. The assignment will be made by the dispatcher to the run or route among existing runs or  
5 routes known to the dispatcher which will result in the most efficient use of resources.  
6

7 **Section 7.19.**

8 If a run or route is interrupted on a short term basis, the driver may be used on the same day the time is  
9 lost for other work that matches as closely as possible the driver's interrupted run or route hours.  
10

11 **Section 7.20. Standby Time.**

12 When the amount of time between two established runs or trips is forty-five (45) minutes or less, the  
13 driver will remain in a paid, standby status. All drivers standing by shall be available to be assigned work.  
14 Minimum pay for runs, per Sections 7.11 and 7.12, is applied separately and not used to calculate standby  
15 time.  
16  
17  
18

19 **ARTICLE VIII**

20 **FIELD TRIPS**

21 **Section 8.10.**

22 A field trip is an activity that is usually a one-time occurrence and is not part of the route. Field Trips will  
23 be posted for bid consistent with the following:  
24

- 25
- 26 a. Overtime. Field Trips will not be assigned to an employee when it interferes with any run.  
27 Drivers may exceed forty (40) hours per week up to a maximum of twenty (20) hours per  
28 month. Exceptions to this overtime maximum will be made for the Daffodil parade, and  
29 may also be made based on other needs (e.g. insufficient drivers bidding on trips and runs).  
30 In such cases, the employee may bid on the field trips and will be awarded by seniority.  
31 Each employee will monitor his/her use of overtime through the use of an overtime log  
32 sheet. When potential violations are identified, the District and Union will investigate the  
33 matter. If the violation is proved to be true, the employee will be disciplined consistent with  
34 Section 8.11. Issues related to this overtime provision (Section 8.10.a) may not be grieved  
35 and the employee negatively affected by the violation will not be able to recover the lost  
36 pay. Hours paid for drug testing shall not be counted toward an employee's maximum  
37 hours of overtime each month.  
38
  - 39 b. All field trips will be posted on the bulletin board in the Drivers' lounge at least one (1)  
40 week prior to the start of the field trip, except in cases of emergency.  
41
  - 42 c. All field trips will show a time posted and a time to be awarded. Award time will normally  
43 be at noon, forty eight (48) hours prior to the start of the field trip.  
44
  - 45 d. Field Trips will be awarded on the basis of seniority and qualifications needed to perform  
46 the trip duties as determined by the Transportation Director and/or the Dispatcher.  
47  
48

- 1 e. Field Trips will be awarded at the time shown on the posting. If additional buses are  
2 needed at the time of departure, an effort will be made to give the additional work to the  
3 person with the next highest seniority, who had bid on the field trip. In the event no driver  
4 has signed up for a specific trip, an all call will be made over the two-way radio and the trip  
5 will be awarded to the most senior driver who responds.  
6
- 7 f. Drivers shall be allowed to use their bid awarded bus for non-school day field trips,  
8 provided the equipment matches the needs and requirements of the trip.  
9
- 10 g. Drivers who fail to appear for an awarded field trip and/or who fail to give appropriate  
11 notice in the case of an emergency will be removed from being eligible to bid on field trips  
12 as follows: 1<sup>st</sup> offense, removal for thirty (30) calendar days. 2<sup>nd</sup> offense, removal for ninety  
13 (90) calendar days. 3<sup>rd</sup> offense, removal for the remainder of the school year.  
14
- 15 h. Short in-district field trips are trips that are one (1) hour or less in duration. These trips will  
16 not be posted for bid, but will be assigned to the most senior driver whose route makes  
17 him/her most available.  
18
- 19 i. Drivers may elect to not take any field trips, to take only day field trips, to take only night  
20 field trips, or to take only weekday field trips. A day field trip is a trip commencing before  
21 5:00 p.m. and/or ending before 7:00 p.m. and pays a minimum of one (1) hour, unless  
22 continuous with other paid time. A night field trip is a field trip commencing after 5:00  
23 p.m. and ending after 7:00 p.m. and pays a minimum of two (2) hours, unless continuous  
24 with other paid time. This decision must be made, and notification must be given to the  
25 dispatcher within the first ten (10) days of school. The driver reserves the right to change  
26 his/her decision at any time during the year upon a minimum of at least ten (10) days  
27 written notice to the dispatcher. The District reserves the right to request any driver to take  
28 a field trip in the event their services are needed, beginning with the least senior available  
29 driver.  
30

31 In the event of an emergency where posting is not possible or when no employee has submitted a bid up to  
32 the time the field trip is to be awarded. Trips will be offered through a radio “all-call” process and awarded  
33 within ten (10) minutes to the most senior, available responder. If no drivers accept the trip through the  
34 “all-call” process, the field trip will be awarded to the driver that meets the trip’s requirements for time  
35 and bus capacity.  
36

### 37 **Section 8.11.**

38 Drivers who accept a field trip which they cannot reasonably fit into their schedule of availability will be  
39 subject to the following:  
40

- 41 1. First Offense: Oral warning (to be documented in the working file) and reminder of bid board  
42 procedures.
- 43 2. Second Offense: Not eligible to bid on any field trips for ten (10) school days.
- 44 3. Third Offense: Not eligible to bid on any field trips for thirty (30) school days.
- 45 4. Fourth Offense: Not eligible to bid on any field trips for the balance of the school year.  
46

### 47 **Section 8.12.**

48 Pay for cancelled Field Trips.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41
- 42
- 43
- 44
- 45
- 46
- 47
- 48
1. On non-student days, field trips that are canceled less than one (1) hour prior to the scheduled start time, the driver will receive two (2) hours of call out pay.
2. If a field trip is canceled on a regularly scheduled school day and the driver is already in a paid status, the driver will not receive call out pay.
3. If a field trip is canceled *before* 5 pm on a regularly scheduled school day and the driver is not in a paid status and the field trip is canceled less than one (1) hour prior to the scheduled start time, the driver will receive one (1) hour of call out pay.
4. If a field trip is canceled *after* 5 pm on a regularly scheduled school day and the driver is not in a paid status and the field trip is canceled less than one (1) hour prior to the scheduled start time, the driver will receive two (2) hours of call out pay.

**Section 8.13.**

Senior employees shall have the consideration and privilege of being asked when an overnight field trip has been scheduled. When a driver is awarded an overnight field trip, the driver will be provided separate lodging. The cost of lodging, meals and expenses will be provided by the District or reimbursed by the District in accordance with District policy. If an overnight field trip exceeds ten (10) or more hours in any one day, there will be two (2) drivers on the overnight field trip consistent with the Commercial Driver’s License Laws. Drivers will be provided a trip guide to outline information regarding fueling, expense advances, and contact numbers in case of breakdowns and other emergency situations.

**Section 8.14.** On non-school days, if field trips come in after the last school day that bus drivers work, the field trips will be handled in the following manner:

1. Five (5) working days prior to a school break period, a roster will be posted for bus drivers to sign up expressing their desires to work and take field trips during that school break.
2. The Transportation Department will notify the most senior drivers who signed up on the roster of any field trip until they find a bus driver who is available to drive the trip. If a driver is contacted twice but does not accept a trip, then the driver will be removed from the roster for the remainder of the school break period.

**ARTICLE IX**

**GRIEVANCES**

An orderly procedure for processing of employee grievances is a matter of mutual concern for the Union and the District. For purposes of this Agreement a grievance shall be defined as any condition, action, or lack of action of the School District which the employee believes to be a violation, misinterpretation, or misapplication of the provisions of this Agreement. The employee is entitled to have Union representative at any conference held pursuant to this Article. Prior to filing any grievance under this Article, it is preferred that the employee discuss his or her concerns with the employee’s immediate supervisor as a good faith attempt to resolve any disagreement without the need for further proceedings.

1 **Section 9.10. STEP 1:**

2 Within twenty (20) working days following the employee’s knowledge of the act or condition which is the  
3 basis for a grievance, the employee or the Union shall submit a Step 1 grievance in writing to Human  
4 Resources.

5  
6 The employee’s immediate supervisor shall hold a Step 1 conference within ten (10) working days of  
7 receipt of the Step 1 Grievance.

8  
9 The employee’s immediate supervisor shall respond in writing within ten (10) working days of the  
10 conference between the employee and the immediate supervisor, and shall include the reason(s) for the  
11 decision in the Step 1 written response.

12  
13 **Section 9.11. STEP 2:**

14 If the employee or Union is not satisfied with the Step 1 written response, the employee or the Union may  
15 submit a Step 2 grievance in writing to Human Resources within ten (10) working days of receipt of the  
16 Step 1 written response. The grievance shall include the name of the grievant, the section of the CBA  
17 alleged to be violated, pertinent details about the nature of the alleged violation, and the remedy sought.

18  
19 The appropriate district administrator shall hold the Step 2 conference within ten (10) working days of  
20 receipt of the Step 2 Grievance.

21  
22 The district administrator shall respond in writing within ten (10) working days of the Step 2 conference  
23 and shall include the reason(s) for the decision in the Step 2 written response.

24  
25 **Section 9.12. STEP 3:**

26 If the employee or the Union is not satisfied with the Step 2 written response, the employee or the Union  
27 may submit a written Step 3 grievance to Human Resources for a Step 3 decision by the Superintendent or  
28 his/her designee, within ten (10) working days of receipt of the Step 2 decision.

29  
30 The Superintendent or his/her designee shall provide the employee or the Union with a written response  
31 within ten (10) working days of receipt of the Step 3 grievance request and shall include the reason(s) for  
32 the decision in the Step 3 written response.

33  
34 **Section 9.13. STEP 4:**

35 If the employee or the Union is not satisfied with the Step 3 written response, except for grievances arising  
36 from Article V, Evaluations, the Union may require binding arbitration. If the Union elects to seek  
37 binding arbitration, it shall within ten (10) working days after receiving the Step 3 written response submit  
38 written notice to the Superintendent and Human Resources notifying of its demand to seek binding  
39 arbitration.

40  
41 Representatives of the Union and District shall have ten (10) working days to mutually agree on an  
42 arbitrator. If the parties are unable to mutually agree on an arbitrator, the Union shall request a list of at  
43 least seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) within twenty (20)  
44 working days after providing notice of its demand to seek binding arbitration under this section. Unless  
45 otherwise agreed to between the Union and the District, the parties will determine the arbitrator from this  
46 list by alternately striking names from the list.

1 The selected arbitrator shall issue his/her decision within thirty (30) calendar days from the date of the  
2 close of the hearing, or from the date the final statements or post-hearing briefs are submitted. The  
3 arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and decision.  
4 The arbitrator will be without power or authority to make any decision which is outside of this Agreement.

6 The decision of the arbitrator shall be submitted to the District and the Union and will be final and binding  
7 upon both parties, provided however that the arbitrator's decision is not clearly erroneous, arbitrary and  
8 capricious, and is not in violation of state and federal law or the Constitution.

10 The cost of the arbitrator shall be borne equally between the District and the Union. All other expenses  
11 shall be borne by the party incurring them, and neither party shall be responsible for the expenses of  
12 witnesses called by the other. The arbitration shall take place whenever possible during school business  
13 hours.

14  
15 **Section 9.14. Time Limits.**

16 If the stipulated time limits are not met by the District, the employee or the Union shall have the right to  
17 appeal the grievance to the next step. If the stipulated time limits are not met by the employee, the  
18 grievance is deemed satisfied and may not be appealed further. The parties may mutually agree in writing  
19 to extend the time limits set forth in this procedure.

20  
21 **Section 9.15.**

22 The employer shall not discriminate against any individual employee or the Union for taking action under  
23 this Article. Grievance filings and responses shall not be filed in the employee's personnel file.

24  
25  
26  
27 **ARTICLE X**  
28  
29 **GROUP INSURANCE**

30  
31 **Section 10.10.**

32 Employees and substitutes who work or are anticipated to work 630 hours or more in a work year  
33 (September 1 – August 31) shall be eligible for insurance under the School Employee Benefits Board  
34 (SEBB). SEBB shall establish all parameters of the benefit offerings, including eligibility, plan designs,  
35 carriers, and employer/employee rates. Employee rates shall be paid through payroll deduction.

36  
37 **Section 10.11. Tort Liability Coverage.**

38 The District shall provide tort liability coverage for all employees while carrying out the District's work  
39 expectations, in accordance with WSRMP.

40  
41  
42  
43 **ARTICLE XI**  
44  
45 **HOLIDAYS AND VACATIONS**

46  
47 **Section 11.10.**

48 The days listed below shall be considered holidays for all employees in proportion to hours normally

1 worked each day during an employee's regular work year. Holiday pay for the days listed below will be  
2 granted when the employee works or is on paid status during the regularly-scheduled work day before and  
3 after the holiday. Holiday pay will not be granted during any unpaid leave of absence.  
4

5 Drivers working at least four (4) hours the day before and the day after (including weekends)  
6 Independence Day and/or Labor Day, shall receive pay for that holiday.  
7

New Year's Day	*Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Friday of Spring Vacation	Day after Thanksgiving
Memorial Day	Christmas Eve Day
*Juneteenth	Christmas Day
*Independence Day	

8  
9  
10  
11  
12  
13  
14  
15  
16 \*Labor Day, Juneteenth and Independence Day will be given as a paid holiday if the employee's regular  
17 work schedule requires them to work the workday before the holiday and the workday after the holiday (or  
18 the district's designated observance day for the holiday) within the same school year (September through  
19 August).  
20

21 *Examples:*

- 22 • *If Labor Day is on Monday, September 1 = Paid holiday if driver works Friday, August 29, Saturday,*  
23 *August 30 or Sunday, August 31 – AND Tuesday, September 2.*
- 24 • *If Independence Day is on Wednesday, July 4 = Paid holiday if driver works Tuesday, July 3 AND*  
25 *Thursday, July 5.*

26  
27 **Section 11.11.**

28 A paid holiday shall count as a day worked for the week in which it falls. When the designated holiday  
29 falls on a Sunday or a Saturday, the following Monday or preceding Friday (as determined by Human  
30 Resources) shall be a paid holiday. If the Friday or Monday is already a designated student attendance day,  
31 another day in close proximity will be selected by Human Resources. Work required on a holiday shall be  
32 paid at two (2) times the regular rate in addition to the regular holiday pay for all hours worked on such  
33 holidays.  
34

35 **Section 11.12.**

36 Regular employees will receive paid vacations as follows:  
37

38 SEVEN (7) days for 1<sup>st</sup> year employees  
39 EIGHT (8) days for 2<sup>nd</sup> year employees  
40 TEN (10) days for 3<sup>rd</sup> year employees  
41 TWELVE (12) days for 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> year employees.  
42 THIRTEEN (13) days for 9<sup>th</sup> year employees  
43 FOURTEEN (14) days for 10<sup>th</sup> year employees  
44 FIFTEEN (15) days for 11<sup>th</sup>, 12<sup>th</sup>, 13<sup>th</sup>, 14<sup>th</sup> and 15<sup>th</sup> year employees  
45 SIXTEEN (16) days for 16<sup>th</sup> and 17<sup>th</sup> year employees  
46 EIGHTEEN (18) days for 18<sup>th</sup> and 19<sup>th</sup> year employees  
47 TWENTY (20) days for 20+ year employees  
48

1 Employees will not be granted vacation time, but will be paid for accrued vacation time as part of the  
2 June 30 warrant following the end of the school year.

3  
4 **Section 11.13.**

5 For the purpose of this Article, an employee's day is defined as the number of hours that the employee has  
6 a regular assignment each day.

7  
8 **Section 11.14.**

9 Regular employees who are employed and working, or on paid illness, injury or emergency leave for  
10 ninety (90) or more school days, will be considered first-year employees and eligible for six (6) days of  
11 paid vacation the first year. Employees who are employed and working, or on paid illness, injury or  
12 emergency leave for less than ninety (90) days, will not be eligible for vacation and will be considered  
13 first-year employees the following school year.

14  
15 **Section 11.15.**

16 In cases of termination, either voluntary or involuntary, the employee who is entitled to vacation credit  
17 will receive pay for the number of accrued vacation days earned to the termination of employment date.  
18 The proration will be as follows: number of days worked (including illness, injury and emergency leave),  
19 divided by one hundred eighty (180) days, times the number of vacation days, times regular run hours to  
20 the nearest tenth hour.

21  
22 **Section 11.16.**

23 The District will not reduce a driver's regular run time on Fair Day, when the District provides a general  
24 student release for this purpose. If any work days are shortened throughout the school year due to  
25 inclement weather, the employee may make up the hours lost throughout the year by attending District  
26 directed training to be offered within seven (7) days following the last day of school.

27  
28  
29  
30 **ARTICLE XII**

31  
32 **MEDICAL EXAMINATION**

33  
34 **Section 12.10.**

35 Driver physical examinations, required by law (Department of Transportation) will be paid in full by  
36 the School District when the examination is given by a physician or at a clinic selected by the District.  
37 In the alternative, the physical examination may be completed by a medical doctor of the driver's  
38 choosing and the driver will be reimbursed for the cost to a maximum of the amount paid by the  
39 District to the district-designated physician. Once the examination is completed, the employee will  
40 provide a copy of his/her Department of Transportation Medical Examiners Certification card to the  
41 Transportation Driver Trainer.

42  
43 Agility tests will be established and administered by the District annually as a separate test from the  
44 physical examinations.

45  
46 **Section 12.11.**

47 Required physicals are to be taken at a driver's nonscheduled time. A maximum of one (1) hour total per  
48 year with pay will be allowed for physicals by the District's physician or by non-District physicians. When



1 the District requires an employee to see a District physician for a D.O.T. Fit for Duty physical, the driver  
2 will be reimbursed for mileage.

3  
4  
5  
6 **ARTICLE XIII**

7  
8 **PROBATIONARY PERIOD**

9  
10 **Section 13.10.**

11 Prospective new employees will be recommended by the Transportation Director to the Human Resources  
12 Department.

13  
14 **Section 13.11.**

15 All new employees will be placed on probation for a period of sixty (60) working days to begin on date of  
16 assignment of regular runs. With notification to the union, the probationary period may be extended up to  
17 thirty (30) working days and shall include a plan of improvement and additional training as needed. A  
18 termination under this Section shall not be subject to the grievance procedure.

19  
20 **Section 13.12.**

21 One year of service shall be accrued for salary purposes to regular employees who are employed and at  
22 least ninety (90) working days in a school year.

23  
24  
25  
26 **ARTICLE XIV**

27  
28 **SENIORITY**

29  
30 **Section 14.10.**

31 The seniority of an employee in the bargaining unit shall be established as the date on which he/she is  
32 awarded a run by the District (hereinafter "hire date") unless such seniority shall be lost as hereinafter  
33 provided. Ties will be resolved first by the date of application, which shall be defined as the date noted by  
34 the applicant on their current active application; then by a lottery system as established by the  
35 Transportation Director. A list of employees, arranged in the order of their seniority shall be available for  
36 posting in the transportation department.

37  
38 **Section 14.11.**

39 Earned seniority of an employee shall be lost for the following reasons:

- 40 a. Resignation  
41 b. Discharge for any reason contained in this Agreement  
42 c. Retirement

43  
44 **Section 14.12.** Previously earned Seniority shall not be lost for the following reasons, however, seniority  
45 shall not continue to accrue during the following:

- 46 a. Time lost by reason of industrial accident or industrial illness;  
47 b. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United  
48 States; or

1 c. Time spent in an unpaid leave of absence.

2  
3 **Section 14.13.** In the event of a layoff, the last employee hired shall be the first laid off and the last  
4 employee laid off shall be the first rehired. Employees who have been laid off shall be eligible to work as  
5 substitutes, paid at the substitute hourly rate of pay. Employees returning to the District within two (2)  
6 years of separation shall be credited back all their former seniority.  
7

8  
9  
10 **ARTICLE XV**

11  
12 **SUBSTITUTE DRIVERS**

13  
14 **Section 15.10. Regular Substitutes.**

15 A regular substitute bus driver is any employee who does not hold a regular full-time position with the  
16 District, but has completed the required training courses to be eligible to work as a substitute driver.  
17

18 **Section 15.10.1. Emergency Substitutes.**

19 An emergency substitute bus driver is any employee who does not hold a regular full-time position  
20 with the District, has completed the required training courses to be eligible to work as a substitute  
21 driver, but does not wish to be considered for a regular bus driver assignment. Emergency  
22 substitutes will only be used when regular substitutes are not available. Emergency substitutes who  
23 served as a regular route driver for ten (10) or more consecutive years shall qualify for a Senior  
24 Substitute hourly rate of pay, equal to that of a fourth (4<sup>th</sup>) year Bus Driver.  
25

26 **Section 15.11.**

27 Substitute bus drivers shall be paid according to Schedule A and only for the hours assigned plus  
28 established time per day for substitutes for warm-up, cool-off, fueling and sweeping.  
29

30 **Section 15.12.**

31 Substitute bus drivers will be eligible for special runs only when the run conflicts with regularly-scheduled  
32 runs for a regular driver.  
33

34 **Section 15.13.**

35 Seniority rights and other employee benefits detailed in this Agreement do not apply to substitute bus  
36 drivers. Substitute bus drivers (excluding emergency substitutes) will be given consideration when  
37 openings occur, based on performance rather than seniority. If a substitute is offered a regular assignment  
38 but declines more than once, they will be moved to the bottom of the substitute roster.  
39

40 **Section 15.14.**

41 When an applicant successfully completes the driving test, he/she shall be placed on the substitute roster in  
42 seniority order within the training class using his/her application dates. If an applicant does not pass the  
43 driving test, the applicant must re-take the test at a later date. Once the applicant successfully passes the  
44 driving test during a re-take, he/she will be placed on the substitute roster with a seniority date based on  
45 the date he/she successfully passed the test. Substitutes shall be used from the roster on a rotating basis for  
46 replacement of drivers on regular runs, except as noted in Section 15.19. Roster dates will be adjusted for  
47 long-term leave periods. A separate roster will be maintained for regular substitutes and emergency  
48 substitutes.

1  
2 **Section 15.15.**

3 Each day substitutes shall be called starting with the person where calling left off the day before. A  
4 weekly log showing the calling pattern shall be posted each Monday for the previous week.  
5

6 Regular substitutes may be removed from the substitute rotation roster if a substitute does not accept an  
7 assignment more than three (3) times within thirty (30) consecutive calendar days, or if the substitute is  
8 not reachable by phone when called for a substitute assignment more than three (3) times within thirty (30)  
9 consecutive calendar days. In such cases, substitutes will be removed from the rotation roster for fifteen  
10 (15) work days at which time the substitute may make a written request to be reinstated on the roster.  
11

12 **Section 15.16.**

13 Regular substitutes, once placed in an assignment, will be kept in the assignment until the regular driver  
14 returns, provided their work is found to be satisfactory and/or the District does not need to reassign them  
15 to cover another run.  
16

17 **Section 15.17.**

18 If a substitute is unavailable to work for a short duration of time due to his/her own illness while working  
19 for a regular driver who is on a long-term leave, the substitute shall be placed back on the run for which  
20 they were originally covering until the regular driver returns. If an assignment is declined, the next ranked  
21 employee will be offered the assignment. This process will be followed until the assignment is filled.  
22

23 **Section 15.18.**

24 A substitute, whose work is judged to be unsatisfactory, shall be notified in writing by the Transportation  
25 Director of the District's decision to exclude them from the substitute roster.  
26

27 **Section 15.19.**

28 Regular substitute drivers shall be evaluated on an annual basis. If the substitute's work performance is  
29 deemed unsatisfactory, the substitute shall not be eligible for placement into a regular run. After  
30 completing thirty (30) work days following a substitute driver's receipt of an unsatisfactory evaluation,  
31 the substitute (or the Transportation Director) may request to be re-evaluated. The substitute shall be  
32 eligible for placement into a regular position once he/she receives a satisfactory re-evaluation rating. If  
33 the substitute driver is not able to receive a satisfactory re-evaluation rating after two (2) re-evaluation  
34 attempts, the Transportation Director may make a recommendation to Human Resources to terminate  
35 the substitute driver's employment with the District.  
36  
37  
38

39 **ARTICLE XVI**

40 **DISCRIMINATION**

41  
42  
43 **Section 16.10.**

44 Employees shall not be discriminated against by reason of race, creed, religion, color, marital status,  
45 sexual orientation, gender, gender expression or identity, age, national origin, domicile, bona fide political  
46 activity or lack thereof, or the presence of any sensory, mental, or physical disability.  
47  
48

1 **Section 16.11.**

2 No public employer, or other person, shall directly or indirectly interfere with, restrain, coerce or  
3 discriminate against any public employee or group of public employees in the free exercise of their right to  
4 organize and designate representatives of their own choosing for the purpose of collective bargaining or in  
5 the free exercise of any other right under the Collective Bargaining Act, RCW 41.56.  
6  
7  
8

9 **ARTICLE XVII**

10  
11 **CONVERSION OF ACCUMULATED ILLNESS, INJURY AND EMERGENCY LEAVE**  
12

13 **Section 17.10. Non-VEBA Conversion.**

14 Employees may elect an annual conversion of accumulated illness, injury and emergency leave in  
15 accordance with number one (1) below. Employees may elect a conversion of illness, injury and  
16 emergency leave upon retirement, separation from service or death for monetary compensation in  
17 accordance with number two (2) below. The conversion procedures are as follows:  
18

- 19 1. Annual conversion of Accumulated Illness, Injury and Emergency Leave:  
20 Any employee who at the end of the immediately previous calendar year shall have  
21 accumulated in excess of sixty (60) days of unused illness, injury and emergency leave,  
22 may convert unused illness, injury and emergency leave earned the previous year in excess  
23 of sixty (60) days to monetary compensation at the rate of 25 percent of the employee's  
24 current full-time daily rate of compensation for each full day of eligible illness, injury and  
25 emergency leave up to twelve (12) days. Any such election shall be made by written notice  
26 to Human Resources during the month of January. Any such annual conversion of  
27 accumulated illness, injury and emergency leave shall be in accordance with law.  
28
- 29 2. Conversion of Illness, Injury and Emergency Leave Upon Retirement, separation from  
30 service or Death:  
31 Any employee who shall retire, separate from service or die while employed by the District  
32 may elect (personally or by a personal representative, as appropriate) to convert  
33 accumulated unused illness, injury and emergency leave days to monetary compensation at  
34 the rate of twenty five percent (25%) of the employee's full-time daily rate of compensation  
35 at the time of retirement, separation from service or death for each full-day of eligible  
36 illness, injury and emergency leave, up to a maximum of one hundred eighty (180) days.  
37 Any such conversion of illness, injury and emergency leave upon retirement, separation  
38 from service or death shall be in accordance with law, including RCW 28A.400.210 and  
39 RCW 28A.400.212.  
40

41 **Section 17.11. VEBA Conversion.**

42 The Union will annually notify the District of its intent to participate in VEBA III. Any such  
43 conversion of illness, injury and emergency leave annually or upon retirement, separation from service  
44 or death shall be in accordance with the law, including Internal Revenue Code Section 501(c)(9).  
45  
46  
47  
48

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

**ARTICLE XVIII**  
**GENERAL POLICIES**

**Section 18.10. Bulletin Board.**

Employees are responsible for reading all bulletins posted or distributed. Failure to read such bulletins shall not be accepted as justification for not following instructions so issued. Employees will not be required to sign individual bulletins to verify knowledge of the instructions, but may be required to initial a copy provided for the group.

**Section 18.11. Meetings.**

Representatives of the Union and of the School District shall meet as needed during the school year to discuss items of concern or interest to either party. The union secretary and President or his/her designee will be released to attend Labor-Management meetings with no deduction to his/her pay. It is anticipated that such meetings generally shall be attended by the union secretary and President, the union's Business Agent, the Transportation Supervisor, and other District representatives. In the case where Labor-Management meetings require a larger contingent of drivers, such meetings shall occur before or after the regular workday.

**Section 18.12. Unsafe Vehicles.**

No driver shall be required to drive any vehicle which is not in safe operating condition. In the event the driver thinks a vehicle is unsafe to operate, he/she should immediately notify his/her supervisor in writing, no later than the end of his/her work shift that day. The Transportation Director or his/her designee shall have the final authority to determine whether a vehicle may be safely operated. This determination shall be placed in writing and a copy given to the driver.

**Section 18.13. Accidents, Damage or Vandalism.**

Drivers must report all accidents, damage (regardless how minor), and vandalism to the Driver Trainer or a Transportation Administrator, immediately.

**Section 18.14. Job Sharing.**

Two (2) employees may request to job share one assignment if one (1) of the job share partners has a special circumstance which prevents them from working a full assignment.

Job share applications must be submitted to the Transportation Director three (3) weeks prior to first bid. Job share requests will be considered in the order received and will only be considered upon submittal of a complete job share application form. The application form shall include the names of both job share partners, the nature of the special circumstances which prevent at least one (1) of the partners from working a full assignment, and the details of how the job responsibilities, work days and work hours will be shared. Approval of job share requests shall be made by the Transportation Director based on the operational needs of the Transportation Department.

Job share partners must commit to the job share at annual bid in November and maintain it for the entire annual bid duration. If one (1) job share partner is unable to complete his/her portion of the job share, the open portion of the job share will be offered to the other job share partner first and then will be open for bid.

1 When one (1) job share partner becomes temporarily unable to work due to illness, injury, etc., that  
2 portion of the job share will be offered to the other job share partner before it is offered to a substitute  
3 employee.

4  
5 Job share teams cannot work alternating weeks or months, but instead each will be required to  
6 work an ordinary workweek.

7  
8 Job share employees are not eligible to bid on mid-day runs or therapy runs. Job share employees may not  
9 bid on any extra work or field trips that conflict with the contracted run time of the employee or the  
10 employee's job share partner. Provided however, employees working at job share may work additional  
11 hours that would otherwise be assigned to a substitute.

12  
13 Job share employees shall be eligible for one half (1/2) of the perfect attendance incentive as identified in  
14 Section 5.34.

15  
16 Benefit eligibility for job share partners shall be determined by SEBB requirements.

17  
18 No employee shall be permitted to job share more than two (2) consecutive years without approval by the  
19 Transportation Director.

20  
21 **Section 18.15. Labor Management.**

22 In the spirit of cooperation, openness and trust, the parties wish to attempt to discuss and resolve problems  
23 that arise during the life of this Agreement. To this end, the labor management team will schedule  
24 meetings to problem solve.

25  
26  
27  
28 **ARTICLE XIX**

29  
30 **EVALUATIONS**

31  
32 **Section 19.10.**

33 The District and the Union agree that the primary purpose of evaluations is the improvement of  
34 performance. Two (2) essential elements of the evaluation process are fairness and objectivity, which are  
35 to be used as guiding principles by the supervisor. Material used in the employee's evaluation is to be of a  
36 factual nature and based upon actual observations and documentation whenever possible, during the  
37 evaluation period. The evaluator will share with the employee the reasons for any ratings of  
38 "Unacceptable" or "Needs Improvement" and provide suggestions for how the employee can improve  
39 their performance. A successful evaluation process is dependent upon open and honest communications  
40 throughout the year between the employee and the supervisor. Evaluations shall not be used to discipline  
41 employees, but may include areas of concern rising from discipline. Employees may be required to sign  
42 the evaluation to signify receipt, not agreement with the evaluation.

43  
44 The employee will be evaluated by the Transportation Director, or designee, by May 30 annually. Any  
45 employee may add a written response to the evaluation and request a review of the evaluation by the  
46 supervisor of the evaluator within five (5) working days. Such a review shall be provided within ten (10)  
47 working days of the written request.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

## ARTICLE XX

### WAGES

**Section 20.10.**

Each employee will be paid the last business day of each month, year around. The monthly contract pay is equal to the number of school days times the number of regular hours worked each day times the employee's hourly pay rate divided by twelve (12) months.

Substitutes, extra time, overtime, deduct time and adjustments for L&I payments are made one (1) month after occurrence. All leave usage is recorded in this manner. Vacation will be paid on the last business day of June each year.

**Section 20.11.**

All hours of work will be paid at the appropriate hourly rate of pay. All time paid in excess of forty (40) hours in any one (1) calendar week (Monday morning at 12:00 a.m. through Sunday night at 11:59 p.m.) shall be paid for at a time and one-half rate based on regular rate.

All extra work and meetings, except special runs and mutually-agreed retraining on Sundays shall be paid at two (2) times the driver's rate of pay.

**Section 20.12.**

Any training required shall be paid at the employee's regular rate of pay, or appropriate overtime rate. Drivers will be reimbursed for the CDL endorsement for their license.

**Section 20.13.**

All drivers unless sick or disabled, may be required to attend up to one (1) meeting a month paid at the employee's regular rate of pay for the amount of scheduled time the meeting notice indicates. If the meeting occurs on a non-work day, the employee will be paid a minimum of two (2) hours at the employee's regular rate of pay. If the meeting overlaps with the employee's regular work time, no additional compensation will be paid. The District shall provide as much advance notice as possible for such meetings.

**Section 20.14.**

Bus drivers shall be paid a total of four and one-half (4½) hours annually, paid in September for the purposes of reviewing routes and conducting a practice run in a bus, cleaning, organizing, correcting run sheets, and calling parents as needed throughout the year. If a driver does not complete this work within the allocated four and a half (4½) hours, the driver will meet in advance with the Director of Transportation to request extended paid time.

Drivers changing runs will be paid one (1) hour for the purpose of practicing routes in a bus.

Following the end of each school year, drivers will be given the opportunity to clean their own bus. Drivers will be paid four and one half (4½) hours for cleaning buses with a capacity of less than forty two (42) passengers. Drivers will be paid six (6) hours for cleaning all other buses.

Those drivers who choose not to clean their bus must notify the Transportation Supervisor three (3) weeks prior to the end of the school year. The Transportation Supervisor will post hours and rules for bidding of

1 unassigned/spare busses first. Hours will be awarded on a seniority basis. After all unassigned/spare  
2 busses have been bid and awarded for cleaning, the Transportation Supervisor will post hours and rules for  
3 bidding of assigned busses from those drivers who chose not to clean their own bus. Hours will be  
4 awarded on a seniority basis. If no one bids on an assigned bus that has posted, the regular driver will be  
5 responsible for cleaning his/her bus.

6  
7 **Section 20.15.**

8 Employees will be paid two (2) hours duty call at the employee's regular rate of pay.

9  
10 A duty call is defined as work on special trips not during the normal work shift and work day, non-  
11 continuous with the normal work shift, work day, or other special assignments.

12  
13 **Section 20.16.**

14 If any employee reports for work and the scheduled work is cancelled by the District thirty (30) minutes or  
15 less prior to their stall departure time, he/she shall receive an allowance of two (2) hours pay at his/her  
16 regular rate of pay.

17  
18 If any employee reports for work, and the scheduled work is delayed by the District thirty (30) minutes or  
19 less prior to their stall departure time, he/she will remain on site and stay in a paid status or leave (forgoing  
20 extra compensation) and return at their revised stall time for the day.

21  
22 **Section 20.17.**

23 Any extra time caused by breakdown of equipment or other conditions not under the control of the driver  
24 shall be paid at the drivers' regular rate. All time paid in excess of forty (40) hours in any one (1) calendar  
25 week shall be paid at a rate of time and one/half.

26  
27 **Section 20.18.**

28 The School District is aware that bus drivers have a need for rest periods and meal periods at normally  
29 accustomed times. Meal periods shall be on the employer's time when the employee is required by the  
30 employer to remain on duty on the premises or at a prescribed work site in the interest of the employer.  
31 LAW: WAC 296-126-092.

32  
33 **Section 20.19.**

34 Every run will be paid to the nearest tenth (1/10).

35  
36 **Section 20.20.**

37 An employee will be paid for the time spent for parent conference as approved by the Transportation  
38 Director at regular rate of pay. All time paid in excess of forty (40) hours in any one (1) calendar week  
39 shall be paid at a rate of time and one/half.

40  
41 **Section 20.21.**

42 Pay schedules as agreed upon are shown in Schedule A. The District will post Schedule A to the District's  
43 web site, annually in September.

44  
45 **Section 20.22. Correction of Pay Errors.**

46 Following notification to the employee, errors resulting in over or underpayments shall be corrected on  
47 the next month's payroll. If requested by the employee, the Human Resources Department and the  
48 employee will work out a repayment agreement prior to any adjustment to the employee's pay warrant.



1 In the event an employee is notified of an overpayment prior to receiving said payment, the District  
2 may elect to deduct the full amount of overpayment from the employee's next pay warrant.

3  
4 **Section 20.23. Direct Deposit.**

5 All employee shall be paid through direct bank deposit. Employee shall submit their completed bank  
6 deposit authorization information to payroll no later than five (5) days after their date of hire.

7  
8 **Section 20.24. Employee Information.**

9 The names, work assignments, work locations, salary information, phone number, mailing address,  
10 email address, and hire dates of employees and substitutes in this bargaining unit shall be provided to  
11 the union monthly after final payroll is run.

12  
13  
14 **ARTICLE XXI**

15  
16 **SAFETY**

17  
18  
19 **Section 21.10.**

20 The District shall take reasonable steps consistent with state law and district policies to protect employees  
21 from abusive behavior by students, parents and other employees.

22  
23  
24  
25 **ARTICLE XXII**

26  
27 **DURATION**

28  
29  
30 **Section 22.10.**

31 This agreement shall be in full force and effect from September 1, 2021 through August 31, 2023.  
32 Should any provision of this Agreement or any application of the Agreement, to any employee or group  
33 of employees be found contrary to law, then such provision or application shall not be deemed valid  
34 and subsisting except to the extent permitted by law, but all other provisions or applications shall  
35 continue in full force and effect. This Agreement shall be reopened as necessary to consider the impact  
36 of any legislation enacted, which may affect the terms and conditions herein, or create authority to alter  
37 personnel practices in public employment.

**SIGNATURE PAGE**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN THE PUYALLUP SCHOOL DISTRICT AND THE UNION.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948  
PUYALLUP BUS DRIVER CHAPTER, #626

PUYALLUP SCHOOL DISTRICT #3

BY: \_\_\_\_\_  
Kimberly Parker, Chapter President

BY: \_\_\_\_\_  
Amie Brandmire, Assistant Superintendent  
for Human Resources and Employee Relations

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

**SCHEDULE A**  
**PUYALLUP SCHOOL DISTRICT #3**  
**PUYALLUP BUS DRIVERS CHAPTER #626**  
**September 1, 2021 – August 31, 2022**

**2021-2022 Hourly Pay Rates:**

4 <sup>th</sup> Year Driver	\$28.20
3 <sup>rd</sup> Year Driver	\$26.80
2 <sup>nd</sup> Year Driver	\$26.33
1 <sup>st</sup> Year Driver	\$25.77
Substitute	\$23.40

**Assistant Driver Trainer:** Drivers who are asked to work as Assistant Driver Trainers shall be paid two dollars (\$2.00) above their regular hourly bus driver wage when working as an Assistant Driver Trainer.

**Ten (10) Year Longevity:** A driver who has completed at least ten (10) years of service in this bargaining unit will receive a wage increment of thirty cents (\$0.30) per hour effective September 1 following eligibility. Increments are not compounded.

**Fifteen (15) Year Longevity:** A driver who has completed at least fifteen (15) years of service in this bargaining unit will receive a wage increment of forty cents (\$0.40) per hour effective September 1 following eligibility. Increments are not compounded.

**Twenty (20) Year Longevity:** A driver who has completed at least twenty (20) years of service in this bargaining unit will receive a wage increment of eighty cents (\$0.80) per hour effective September 1 following eligibility. Increments are not compounded.

**Twenty-Five (25) Year Longevity:** A driver who has completed at least twenty-five (25) years of service in this bargaining unit will receive a wage increment of ninety cents (\$0.90) per hour effective September 1 following eligibility. Increments are not compounded.

**Schedule A Increase for 2022-2023:** The 2021-2022 hourly pay rates contained on Schedule A shall be increased by the State Increase (IPD) plus one percent (1%) for the 2022-2023 fiscal year.

**Senior Emergency Substitute Pay:** Per Section 15.10.1 emergency substitutes who served as a regular route driver for ten (10) or more consecutive years shall qualify for a Senior Substitute hourly rate of pay, equal to that of a fourth (4th) year Bus Driver.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

**Memorandum of Agreement  
Between Public School Employees (PSE/SEIU) Puyallup Bus Drivers  
and the Puyallup School District**

The purpose of this Memorandum of Agreement is to commemorate in writing the agreements between Public School Employees PSE/SEIU Puyallup Bus Drivers (Union) and the Puyallup School District #3 (District) related to the tentatively agreed to Collective Bargaining Agreement between the parties.

**RE: Transportation Specialists**

Background:

Through an agreement between the parties per PERC decision 13431, the position of Transportation Specialist will be incorporated into this bargaining agreement.

Agreement:


The District and Union agree to bargain wages, hours and working conditions for Transportation Specialists pursuant to PERC Decision 13431. In the interim, the District agrees to maintain current hourly rates, fringe benefits, and apply Sections 4.10, 4.10.1 and 4.10.2 to such employees.

**RE: Implementation of the New Agreement**

The union ratified the 2021-2023 Collective Bargaining Agreement on December 7, 2021. The following payroll timelines are agreed:

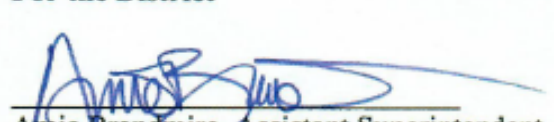
- The district will pay a \$1,000 retention incentive on the December payroll to all regular drivers employed as of December 7, 2021.
  - New drivers who are hired after December 7, 2021 through April 1, 2022 will receive their \$1,000 incentive the month following completion of training and hire.
  - Regular drivers who are not in a paid status/actively working as of December 7, 2021 but return to an active working status before April 1, 2022 will receive their \$1,000 incentive the month following their return to a regular driving status.
- Upon school board approval of the agreement, retroactive increases to pay assignments per schedule A will be paid in the January 2022 payroll, and all retroactive time sheet work/extra time will be paid in the February 2022 payroll.

**For the Union**

  
\_\_\_\_\_  
Jay Webster, Field Representative  
PSE/SEIU Local 1948  
Puyallup Bus Drivers

12/10/2021  
\_\_\_\_\_  
Date

**For the District**

  
\_\_\_\_\_  
Amie Brandmire, Assistant Superintendent  
Human Resources & Employee Relations  
Puyallup School District

12/10/21  
\_\_\_\_\_  
Date