

**AGREEMENT**

**by and between**

**LAKE STEVENS/GRANITE FALLS PUPIL  
TRANSPORTATION COOPERATIVE**

**and**

**PUBLIC, PROFESSIONAL & OFFICE-CLERICAL  
EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763**

**(Representing the Bus Drivers and Mechanics)**

**September 01, 2023 through August 31, 2026**

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THIS AGREEMENT is by and between the LAKE STEVENS/GRANITE FALLS PUPIL TRANSPORTATION COOPERATIVE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE I UNION RECOGNITION AND DEFINITIONS

1.1 Union Recognition - The Employer recognizes the Union as the exclusive bargaining representative for all employees whose job classification is set forth within Appendix "A" of this Agreement, excluding supervisors and confidential employees.

1.2 Definitions - The following terms as used within this Agreement shall have the following meanings:

"Employee" shall be defined as any person performing bargaining unit work.

"Regular Employee" shall be defined as a person who works a regularly assigned shift/route on a daily basis.

"Temporary Employee" shall be defined as an employee who is assigned to fill the position of a regular employee on a long term leave. With limited rights as defined in this Agreement.

"Substitute Employee" shall be defined as a person who is available for work as assigned by the District, but is not required to report for work each day.

"Regularly Assigned Shift/Route" shall be defined as one that occurs on a scheduled basis with uniform hours and entails no less than five (5) months of uninterrupted service per school year to and from school on an AM/PM and Mid-Day basis. Intent: Newly created shift/route during the year and not a shift/route vacated with less than five (5) months left in the year.

"Cleaning" shall be defined as a daily interior sweeping and necessary cleaning of the bus interior and biweekly washing of the exterior of the bus.

"Pre-trip Inspection" shall be defined as those activities outlined on the Employer's Pre-trip inspection form in effect on September 1, 2013. The form will be located in the Employee Handbook and subject to the provisions of Article 16.3.

"Refueling" shall be defined as the driver checking gas, diesel and engine oil and adding gas and/or diesel as necessary.

"Extra Trips" shall be defined as a field trip and/or extra-curricular trip that includes transporting student to and from an event.

"Overnight Trip" shall be defined as a trip that includes overnight lodging and end of year senior trips which don't necessarily have overnight lodging.

"McKinney-Vento Routes" – Route for homeless students are bid routes and not considered extra trips (Section 5.6) or summer work (Section 5.8).

## ARTICLE II UNION MEMBERSHIP AND DUES DEDUCTION

2.1 Union Membership - The Union and/or its Shop Stewards who have been appointed by the Union will be allowed a reasonable amount of time, but not less than thirty (30) minutes to meet with all newly hired employees as part of their initial orientation or other mutually agreeable times to provide Union Membership information. Employees, if they choose to participate shall participate on the Employer's time.

2.1.1 The Employer shall notify the Union of any new hire or employee termination within ten (10) days of the effective date of such action. The Employer shall furnish the Union with the addresses, telephone numbers and social security numbers of all new employees covered by Agreement.

2.1.2 Membership in the Union shall be maintained pursuant to applicable Washington State Law as established by the State Legislature for Public Employees and administered by the Public Employment Relations Commission (PERC).

2.1.3 The Employer shall notify all employees subject to this Agreement at their time of hire as to the terms and conditions of this Article.

2.2 Dues Deductions - The Employer shall deduct from the pay of all employees covered by this Agreement who have applied for membership in the Union and/or are members of the Union, the dues, initiation fees, delinquent dues and initiation fees, and/or assessments of the Union and shall remit to said Union all such deductions monthly. Where laws require written authorization by the employee, the same shall be furnished in the form required. No deduction shall be made which is prohibited by applicable law, or beyond the Employer's control.

## ARTICLE III UNION RIGHTS

3.1 Shop Stewards - The Union may have a shop steward or stewards who shall be a regular employee and shall perform his regular duties as such but shall be the Union representative on the job. In the absence of the Shop Steward an assistant shall perform the duties of Shop Steward and neither the Shop Steward nor his assistant shall be unlawfully discriminated against for his acts as Union representative. The function of the shop steward shall be to report to the Union Representative, meet with the employer and employees to investigate and resolve grievances at Step 1, and attend Labor/Management meetings. The accredited

Union representative shall be the only one to take up with the Employer or his representative any violation of this Agreement that reaches STEP 2 of the grievance procedure or to negotiate any changes to this Agreement. Under no circumstances shall Labor/Management meetings or the participation in the discipline or grievance process be considered uncompensated time by the Employer, but there will not be any interference with the orderly processes of the Employer during working hours.

- 3.2 Discrimination - The Employer and the Union shall cooperate to assure that no employee or applicant for employment is discriminated against. The District and the Union agree to provide Equal Employment Opportunity with regard to race, creed, color, national origin, sex, handicap/disability, sexual orientation including gender expression or identity, religion, age, veteran or military status, use of a trained dog to guide or service animal by a person with a disability.
- 3.3 Union Activity - No employee shall be discriminated against for upholding Union principles and any employee who works under the instructions of the Union or who serves on a committee shall not lose his job or be discriminated against for this reason.
  - 3.3.1 The Employer agrees to grant the necessary time-off without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official business, provided forty-eight (48) hours written notice is given to the Employer, by the Union, specifying length of time off. The Union agrees that in making its request for time-off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.
  - 3.3.2 A Union Member elected or appointed to serve as a Union official shall be granted a leave of absence during the period of such employment, without discrimination or loss of seniority rights and without pay.
- 3.4 Union Access - Authorized agents of the Union shall be allowed to visit the work site during working hours for the purpose of collecting dues and monitoring the Agreement; provided however, there shall be no interruption of either the Employer's or employee's work schedule. Representatives of the Union shall be permitted to inspect any non-confidential documents in the possession of the Employer that are relevant to any grievance which has been reduced to writing.
- 3.5 Bulletin Boards - The Employer shall provide suitable space for a Union bulletin board at each work site. Posting by the Union on such boards shall be confined to official business of the Union as determined by the Union. Job postings related to work covered under this Agreement and other open positions available to district employees shall be posted on a separate jobs posting board in the same general area as the Union bulletin board. Such postings shall be posted by the District in accordance with the provisions of this Agreement.

## ARTICLE IV WORK SCHEDULES

- 4.1 Workweek - The normal workweek shall consist of five (5) consecutive workdays Monday through Friday, followed by two (2) consecutive days of rest Saturday and Sunday.
- 4.2 Swing Shift - Swing shift hours for mechanics shall be defined as a regular position which has at least four (4) hours of work after 2:30 PM. An employee working such a shift shall be paid the swing shift differential of all hours worked after 2:30 PM.
- 4.3 Shift Changes - Each regular mechanic shall be assigned to a regular shift with designated starting and ending times. In the event a shift change or starting time change requires a mechanic to return to duty with less than a ten (10) hour period between shifts, the mechanic shall be paid an additional twenty-five percent (25%) over his regular hourly rate of all hours worked on the first day of that shift.
- 4.4 Meal Periods - Mechanics shall receive an unpaid thirty (30) minute meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's shift. By mutual agreement between the Employer and the employee, the meal period may be changed consistent with State and Federal Law.
- 4.5 Rest Period - Employees shall receive a rest period of not less than fifteen (15) minutes on the Employer's time, for each three point five (3.5) continuous hours of working time. Rest periods shall be scheduled and taken by the employee. No employee shall be required to work more than three (3) hours without a rest period. The Union and District agree that the taking of rest periods shall not interfere with the transportation of students. Routes and work assignments which qualify for rest periods under this Section shall be reflected on the route/work/bid description.
- 4.6 Call-Out - All employees shall be guaranteed a minimum of two (2) hours pay per shift/route when called to work at a time other than the employee's regular shift/route time. In the event the "callout" takes less than two (2) hours, the employee may be assigned other related work.
- 4.7 Road Closure - In the event County or City roads are closed to operation of the Employer's buses due to the decision of the County or City engineer based on thaw conditions, the bus drivers shall remain available to return to work upon reasonable notice by the Employer. When a closure is announced for a definite period, drivers shall not be required to remain available during that period, provided that each driver shall notify the transportation supervisor if he plans to be unavailable during the time of his scheduled run.
- 4.7.1 In the event of road closures to school buses due to weather conditions, the Employer shall provide alternate employment at the employee's regular rate of pay for the same number of hours usually worked by each driver for those regular drivers who wish to be employed.

Those who elect not to accept alternate employment shall not be paid during the closure. This employment shall be limited to a maximum of three (3) days per school year, during which time the bus drivers shall perform tasks that may be performed by members of the bargaining unit. The Employer shall assign the place, time, and nature of the work.

Bus Mechanics who are unable to report to work on a school closure day will be allowed to select payment for the day from accrued emergency, personal, or vacation leave.

- 4.8 Daily Guarantee - When a temporary route change occurs causing a driver to lose hours, the driver shall be given the option to do alternative work as directed by the Employer (office work, cleaning buses) to replace the lost time or they may elect to take a pay deduction for the temporary loss of time.
- 4.9 Emergency Coverage of Legally Mandated Routes (i.e. McKinney Vento, Special Education, Foster) – In the event that legally mandated routes cannot be covered by substitute or relief drivers, regular drivers may be assigned that day by reverse seniority to fulfill the route requirements. So as not to disproportionately affect students and families with reoccurring cancellations of the same general education routes, these assignments will be rotated by reverse seniority.

#### ARTICLE V ROUTE BIDDING, VACANCIES, GUARANTEES, TRIPS, ETC.

- 5.1 The following constitutes those rules and regulations for administering school bus driving assignments:
  - 5.1.1 Regular Routes - No driver shall suffer the loss of a regularly scheduled route as a result of the signing of this Agreement.
  - 5.1.2 Annual Bid - Effective August 1, 2024, the Employer shall, by August 1st of each year, establish the date in October that the Annual Bid shall be held. The Annual Bid shall be held during the first full week of October. At the beginning of the school year, drivers shall maintain the paid, contracted hours with which they ended the previous school year. As much as possible, routes will be similar to the previous school year.
  - 5.1.3 The Employer shall post all known routes (A.M., P.M., Midday, Shuttles and Activities), any other work, and a pool of bus options appropriate for the route(s) for bid by seniority on Bid Day in October. There shall be no combining of A.M., P.M. only or P.M. only routes with Middays, Activities and Shuttles, unless the combination is to fill in guaranteed time. When bidding for routes and work, the District will include as much detail about the routes and work they have on the day the work is posted. McKinney Vento students who would add time to routes will be offered by seniority or assigned by reverse seniority. McKinney Vento students not added to routes to fill time shall be bid by seniority amongst those drivers interested in this extra work. This transportation will remain with that driver and the extra time added to the route will not trigger Section 5.3.2. Loss of this extra transportation in part or in whole will not trigger Section 5.3.1.

- 5.1.4 Special Education/Needs Training - All drivers shall participate in the annual Special Education/Needs Training workshop. Whenever possible substitute drivers shall fill special needs education drivers' absences (the same as regular routes).
- 5.1.5 After the bid in October as provided in Section 5.1.2 above, the Employer shall post for bid all available routes, any other work, and a pool bus options appropriate for the route(s) within two (2) business days once approved by Transportation.
- 5.2 Route Vacancies - Routes that become vacant shall be placed up for bid in accordance with Section 6.3. All Regular and Temporary Drivers shall be eligible to bid. The most senior Driver shall be assigned to the route. Any route vacated as a result of the bid procedure shall also be placed up for bid.
- 5.3 Route Re-Assignments - In the event the Employer believes it is necessary to reassign a regular route driver due to problems on the route, the Employer shall meet with the Union to discuss the matter. In the event the Employer and the Union are unable to mutually agree to a resolution, the Employer may mandatorily reassign the driver temporarily to another route. The replacement driver shall be selected by the Employer. No driver shall have their number of regularly scheduled hours reduced due to a route reassignment. The replacement driver shall not be required to remain on the route beyond the end of the current school year. The replacement driver shall be paid Special Education/Activity Route differential set forth within Appendix "A."
- 5.3.1 Should an employee permanently lose a bid route or a piece of work (i.e. Shuttle, Mid-Day, students, or Activity) then that employee shall be afforded the right to bump the least senior employee from their bid route or piece of work to replace the lost assignment.
- If an employee loses a bid route, piece of work, or enough students to reduce the number of hours by the equivalent of thirty (30) minutes or more per day, that employee shall have the right to bump the least senior driver on the bargaining unit seniority list with the same amount of hours doing work in the same category, work location, and approximate time slot. For example, if a mid-day route is lost, that person can bump the least senior driver on a mid-day route with the same hours; if a special needs route is lost that person can bump the least senior special needs driver with the same hours, etc. If there is no driver to bump with the same amount of hours at the same work location, the driver shall bump the least senior driver on the bargaining unit seniority list with the closest amount of hours but in no case more hours than what was lost. If there is no less senior driver available to bump in your category at the same work location, the driver who has lost a bid route or piece of work shall be allowed to bump the least senior driver on the bargaining unit seniority list with the same amount of hours in another category or time slot from the routes covered by the Transportation Coop operation.
- 5.3.2 After the October annual bid each year any Regular or Special Needs route shall be rebid if the route time increases by the equivalent of one-half (1/2) hour or more accumulative for each workday of the affected route from the October bid or the last adjustment made to the route.



- 5.4 Daily Guarantees – Each FTE (1.00) mechanic shall be guaranteed a minimum of eight (8) hours per day. Drivers shall receive a minimum daily guarantee as follows:
- 5.4.1 Drivers shall receive a daily minimum guarantee of two (2) hours for a morning run, two (2) hours for an afternoon run, and one-half (1/2) hour for pre-trip inspection, refueling and cleaning, for a total daily minimum guarantee of four and one-half (4-1/2) hours.
- 5.4.2 In the event that there are an uneven number of morning runs and afternoon runs established by the Employer, drivers assigned only to a morning run or afternoon run shall receive the morning run or afternoon run guarantee in addition to one-half (1/2) hour for Pre-trip inspection, refueling and cleaning for a total daily minimum guarantee of two and one-half (2-1/2) hours. It is understood that a morning/afternoon route shall be established whenever possible.
- 5.4.3 Drivers shall be guaranteed a minimum of two (2) hours for a Midday Run (i.e. Pre-School), extended Day Run (i.e. Activity) or Extra Trip. In the event time is added to an AM or PM run, drivers will not be required to turn in their Midday Run (i.e. Pre-School), extended Day Run (i.e. Activity) or Extra Trip.
- 5.4.3.1 Non-school day Extra Trips shall be guaranteed a minimum of four (4) hours. The non-school day four (4) hour minimum shall apply to those drivers that bid an extra trip on a day that students are not in school at the district in which they drive their regular route.
- 5.4.4 High School/Middle School after school activity transportation route(s) shall constitute a continuing route in accordance with Section 1.2 ("Regularly Assigned Shift/Route") of the Labor Agreement.
- 5.4.5 Activity Routes shall be part of the Initial/Annual Bid process established in Article 5.1.2.
1. Successful bidder(s) shall assume responsibility for the Activity Route(s); or
  2. If the Activity Route(s) is not bid by one (1) person, it may be a job shared by two (2) drivers who shall be responsible for covering the Activity Route on a two (2) day/three (3) day rotation basis; or
  3. If the Activity Route(s) is not bid on at either STEP 1 or STEP 2, the Activity Route shall be assigned to the least senior driver.
  4. The driver(s) shall be guaranteed a minimum of two (2) hours pay for the activity route(s).
  5. On daily vacancies the regular activity route(s) shall be assigned to the most senior regular driver(s) desiring the route(s). If the regular driver(s) turn down the route(s) and substitute drivers are assigned other work or are unavailable, the route(s) will be assigned to regular drivers based on inverse seniority.
- 5.4.6 Shuttles which are included as part of a route bid in August, October, or any other times routes are posted for bid may be bumped down to a less senior driver who wants the shuttle and can do it. If there isn't a less senior driver who wants the Shuttle, the least senior driver who can do the shuttle will have it added to their

route. Shuttles which are added to routes following the August and October bid shall first be offered on a seniority basis to those geographically available drivers who can complete the shuttle without increasing their bid time. If there isn't an interested driver, it shall be assigned to the least senior geographically available driver who can do it without increasing their bid time. In the event there isn't a driver who can do it without increasing their bid time, the shuttle will be filled pursuant to Section 6.3.

5.4.7 Employees who complete assigned work prior to the end of a minimum guarantee under Section 5.4 through Section 5.4.6 are expected to remain available to be assigned additional work to fill the minimum guarantee. Employees who accept or are assigned work to fill the minimum guarantees in Section 5.4 through 5.4.6 shall be paid for the actual time which is added to the minimum guarantee. Assignment of this work does not trigger an additional minimum guarantee. Employees may request to be released from the minimum guarantee, if approved the time shall be deducted. Employees that leave work prior to the end of the minimum guarantee shall have time deducted. The employee's supervisor will meet with the employee to discuss the deduction. Employees are not expected to remain available for work if the employee is taking a Rest Period as defined in Section 4.5.

5.5 Hours Calculation - For the purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter (1/4) hour. Employees shall be paid for all hours worked. In the event a driver believes their route hours have increased, a five (5) working day count will take place. If the driver's regular work assignment is affected, a new annualized contract will be effective retroactive to the first (1<sup>st</sup>) day of the five (5) working day count. In the event the route hours increase the equivalent of one-half (1/2) hour or more accumulative for each workday from that which was originally bid by that driver, the route will be re-bid pursuant to Sections 5.3.3 and 6.3.

5.6 Extra Trips - Those Regular and Temporary Drivers who desire Extra Trips shall state their availability in writing to the Transportation Supervisor within the first two (2) weeks of the start of the school year. Drivers hired during the school year shall be notified by the District on their date of hire and afforded the same two (2) week opportunity upon completion of the sixty (60) work day probationary period if they didn't work the equivalent number of days as a substitute driver.

5.6.1 All Extra Trips shall be assigned amongst Regular and Temporary Drivers who have successfully completed their probationary period in accordance with 6.1 unless they've met the requirements described in Section 5.6 and in accordance with seniority on a rotating basis provided that the trip does not require the driver to work in excess of forty (40) hours during the workweek. The rotation process shall be re-established on a semester basis. One square shall be assigned for each full month a new driver is not eligible for trips during the semester rotation.

5.6.2 Drivers may, pending the availability of other Drivers or Substitute Drivers currently assigned to work that day, alter their regularly scheduled run. If a Driver desires to split a run to take a trip, the Driver will collaborate with dispatch to find another Driver to cover the portion of their run. Drivers desiring to access these Extra Trips shall indicate their desire to perform these assignments by signing the rotation list. In emergent situations related to driver shortages, the Employer retains the right to split runs to cover routes.

- 5.6.3 In the event an Extra Board Trip conflicts with a regularly scheduled run, a Substitute Driver shall be assigned to that Driver's regularly scheduled run.
- 5.6.4 If an Extra Trip has been assigned and is then canceled, the assigned driver shall be awarded the trip when it is rescheduled, provided that the assignment does not require that the driver work in excess of forty (40) hours during the workweek.
- 5.6.5 All known Extra Trips for the following workweek shall be posted no later than 12:00 Noon of the prior Thursday. Trips shall be posted with the following information:
- Program
  - Departure Time
  - Return Time
  - Estimated Duration
  - Number of Buses
- 5.6.6 With the exception of breaks (e.g., winter and summer), trip assignments will be scheduled on Thursday for trips planned for the following Tuesday through the subsequent Monday. Drivers present and/or having indicated an interest in a trip shall be offered the unassigned trip based on seniority. Trips assigned in this manner shall not count against the rotating award schedule described in Section 5.6.1.
- 5.6.7 Extra Trips which transport students from one school to another school within the District may be assigned to drivers whose regular assignment dead-ends at the point of origin or next closest school to the Extra Trip. Drivers shall be paid for the actual time of the trip and such trip shall not be counted against the driver's rotation.
- 5.6.8 In the event no Regular or Temporary Driver makes themselves available for a specific Extra Trip, the trip shall be assigned to a Substitute Driver. In the event Substitute Drivers are assigned other work or are unavailable, it shall be assigned to the least senior eligible Regular Driver.
- 5.6.9 A driver who refuses to take an Extra Trip once selected (except for illness or emergency) shall be removed from the rotation for that trip and the following turn. A driver who cannot take an Extra Trip due to illness or emergency shall not be penalized.
- 5.6.10 If an Extra Trip is canceled after assignment and prior to the driver reporting for work the square used for that trip shall be erased. If an Extra Trip is canceled after the assigned driver reports to work the driver shall be paid the appropriate call-out rate and the square used for that trip shall be erased.
- 5.6.11 Extra Trips received by the dispatcher after the original posting (as in Section 5.6.6) or trips that have to be rescheduled due to driver illness or emergency, shall be offered, by seniority, to unassigned drivers as a "freebie" and will not count against the rotation. Extra Trips which become known to Transportation with twenty-four (24) hours or less notice prior to departure will not be posted and assigned pursuant to Section 5.6.6, but will be posted on the Twenty-Four (24) Hour Notice Board and assigned as a "freebie".

- 5.6.12 An Extra Trip that is rescheduled due to a change in time(s) by the requesting party shall remain assigned to the driver it was originally assigned to, provided that it does not interfere with the driver's regular work schedule or put the driver into overtime due to its rescheduling. If the driver chooses not to take the trip then Section 5.6.10 and 5.6.11 shall apply.
- 5.6.13 When a regular assigned Mid-day route is not available due to a trip, the regular route driver shall have the first opportunity to be assigned to that trip. When the regular Mid-day route driver takes such assignment it shall not count against them in trip rotation.
- 5.7 Overnight Trips - Overnight Trips shall be assigned according to seniority in an annual rotation amongst those drivers indicating their availability for such Overnight Trips. Drivers may take Overnight Trips that conflict with their regular assignments. However when an overnight trip, or trip with extenuating circumstances, conflicts with the time of the driver's regular assignment or puts the driver in a situation which exceeds a reasonable amount of duty free time, a Substitute Driver shall be assigned to that Driver's regularly scheduled assignment, or portion thereof which affords the driver a reasonable amount of rest. Drivers shall be paid a flat rate for such trips. For each overnight stay, the driver shall receive an additional ninety dollars (\$90.00) in recognition of potential responsibilities that may occur during overnight standby time.
- 5.8 Summer Work - Extra Trips that occur during the summer break shall be assigned by seniority on a rotating basis. Regularly scheduled summer school routes shall be assigned by seniority. Summer work is paid on a timesheet.
- 5.9 Ski Runs - Ski Runs shall be assigned by seniority on an annual rotating basis amongst those drivers who have indicated their availability in writing.
- 5.10 Work Assignments - All work assignments must be performed by members, of the bargaining unit. The District may contract with charter services in the event that equipment or drivers are not available. The District remains committed to replacing outdated equipment in a manner which won't increase the likelihood of chartering. Additionally the District remains committed to aggressively market driving opportunities for the Coop. All trips, chartered or not, shall be processed and documented through Transportation. Eight (8) chartered busses per contract year will be allowed. The trips must be two hundred (200) miles or more (portal to portal). These trips will generally be fully funded by a District authorized third (3<sup>rd</sup>) party user group. If this occurs, documentation of payment by the third (3<sup>rd</sup>) party will be provided to the Union as soon as practicable. As an exception, two (2) of the eight (8) busses may be paid for by the District. Any trip chartered in violation of this Section shall count against the eight (8) busses limitation provided for in this Section. The District will make available for the Union a monthly report of charters.
- 5.11 CDL License Fees - Any CDL license fee above the regular license and the CDL license renewal fee above the regular license shall be paid by the Employer as a reimbursement with a receipt required. After receiving notification from the Employer that he is required to be re-certified or licensed, it shall be the driver's responsibility to see that the certification is returned to the Employer on or before

the due date. Employees newly hired shall be reimbursed the CDL license fee for their initial CDL license in the first payroll period upon completion of two hundred and seventy (270) hours.

- 5.12 State Inspection - The assignment of drivers to drive for the State Inspection(s) shall be based on seniority. All other non-passenger driving (i.e. bus shuttling) shall be assigned in accordance with seniority.
- 5.13 The Employer agrees to be flexible with fill time fulfillment based on District needs. Drivers must get prior approval from the supervisor and fill time must be completed on the same day.

#### ARTICLE VI PROBATION PERIOD AND SENIORITY

6.1 Probation Period – Employees hired as either a regular or temporary employee shall be subject to a sixty (60) working day probation period in which to qualify for their job assignment and may be discharged at any time during this trial period. Discharge during the probation period shall not be subject to the grievance procedure. Should a Temporary employee complete this probationary period the Temporary employee will not be required to serve another probationary period upon regular employment, provided that attaining such regular employment occurs within twelve (12) months from the completion of the probationary period.

6.2 Seniority - The seniority date of an employee within the bargaining unit shall be recognized from the most recent date of hire as a regular employee. Should two (2) or more employees possess the same date of hire as a regular employee, the following tiebreakers shall be used in this order:

1. Recorded date of first assignment as a fully CDL licensed Substitute Employee;
2. Date of application as a Substitute Employee;
3. By lottery drawing.

6.2.1 An employee's seniority shall be broken so that no prior period of employment shall be counted and his seniority shall cease upon;

Justifiable discharge;

Voluntarily quit;

Layoff exceeding thirty-six (36) months;

Leave of absence in excess of that authorized pursuant to Section 10.9 (Leave of Absence) or Section 10.10 (Medical Leave).

Failure of an employee to return to work upon recall from an indefinite layoff within five (5) days after receipt of written notice from the Employer at the employee's last known address appearing on the Employer's record.

6.2.2 Time lost due to lockouts, illness or injury shall not be construed as a break in seniority.

- 6.2.3 The Employer shall furnish the Union a current seniority list as of October 1<sup>st</sup> of each year. There shall be a separate seniority list for each classification set forth within Appendix "A."
- 6.2.4 Seniority shall be the determining factor in the scheduling of vacations, filling of vacancies and eligibility for other work assignments (Extra Trips, Overtime, etc.)
- 6.3 Filling of Vacancies - When a position covered by this Agreement is vacant on either a permanent or temporary basis, it shall be filled in accordance with the following:
- 6.3.1 Permanent Vacancy - A "permanent vacancy" shall be defined as a position open for employment due to termination, retirement or increase in staffing. A permanent vacancy shall be placed up for bid by regular and temporary employees in the bargaining unit who have successfully completed their probationary period within forty-eight (48) hours of receipt by Transportation. Bidding shall close three (3) work days following posting of such notice on the job posting bulletin board at each worksite. The open position shall be filled by the most senior employee who has not had an overall unsatisfactory performance evaluation in the prior year. In the event the position is not filled by a regular or temporary employee, the Employer may fill the position by any means. This Section is not intended to prevent a substitute driver who has been "promoted" to a temporary driver in probationary status from being assigned to a permanent route vacancy left unbid pursuant to this Section.
- 6.3.2 The Employer shall not fill a permanent vacancy with a substitute employee for longer than thirty (30) calendar days.
- 6.3.3 Temporary Vacancy - A "temporary vacancy" shall be defined as a position open for employment due to a leave in accordance with Article X, Leaves. A temporary vacancy that is known or anticipated to be open for more than thirty (30) calendar days shall be placed up for bid by regular employees in the bargaining unit within forty-eight (48) hours of qualifying for posting under this Section. All regular employees shall be eligible to bid for a temporary vacancy. Bidding shall close three (3) work days following posting of such notice on the job posting bulletin board at each work site. The open position shall be filled by the most senior employee who has not had an overall unsatisfactory performance evaluation in the prior year. In the event the position is not filled by a regular employee, the Employer shall fill the position with the most senior temporary employee.
- 6.3.4 Any subsequent vacancy created as a result of the exercise of Section 6.3.3 shall also be posted for bid, provided the resultant vacancy is known or anticipated to be greater than thirty (30) calendar days.
- 6.3.5 Upon regular employee's return from an approved leave, employees filling temporary vacancies shall return to their original positions. In the event the "on leave" employee terminates his employment, the position shall be posted for bid in accordance with Section 6.3.1.
- 6.3.6 The Employer may fill a temporary vacancy of thirty (30) calendar days or less with a substitute employee.

- 6.4 A temporary employee, upon completion of thirty (30) calendar days of employment, shall be eligible for the following fringe benefits on the same basis as a regular employee: Holidays, Vacation, Sick Leave, Bereavement Leave and Health and Welfare.
- 6.4.1 A temporary employee shall be paid in accordance with Appendix "A," Section A.1, "Regular Bus Driver."
- 6.4.2 Notwithstanding Section 6.2 a temporary employee, who has been hired as a regular employee, shall have his seniority date established as of the first date on which consecutive employment began on the regular route hired for. For benefits purposes (wages and vacation pay accruals) date of hire shall be established as of the first date on which consecutive employment began as a temporary driver.
- 6.5 Layoff and Recall - Seniority within classification shall prevail in the event of reduction or recall of the work force. Laid-off employees who have seniority rights in accordance with Section 6.2 shall be recalled, if qualified, in reverse order of layoff, prior to the Employer hiring new employees.

## ARTICLE VII WAGES AND OVERTIME

- 7.1 Wages - During the term of this Agreement the minimum rates of pay for employees shall be as set forth in Appendix "A" attached to this Agreement for the various classifications.
- 7.1.1 An employee shall be paid at their hourly rate of pay for all hours of approved work.
- 7.1.2 An employee temporarily assigned to a position paid at a higher hourly rate of pay shall receive the higher rate for all hours worked in the position.
- 7.2 Overtime - All hours compensated in excess of forty (40) hours in one (1) week shall be paid for at a rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay. Mechanics regularly scheduled to work eight (8) hours a day shall be paid at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay for all hours worked in excess of eight (8) in one (1) day. The workweek shall be defined as Monday through Sunday. Holiday pay defined in Article 8 is not included in the calculation of overtime in this Section.
- 7.2.1 Insofar as possible, no employee shall be allowed to bid regularly occurring route work in excess of forty (40) hours per week until all employees who wish to work forty (40) hours have been given the opportunity. In addition to an employee's regular route hours, an employee is allowed to bid for extra not regularly occurring route work in excess of forty (40) hours per week.
- 7.2.2 Should it become necessary for an employee to work overtime, the employee shall not be laid off during his regularly scheduled working hours in order to equalize the overtime.

ARTICLE VIII HOLIDAYS

8.1 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Drivers who do Special Education routes shall receive holiday pay based on their Special Education route rate of pay. Employees who are on the active payroll on the holiday and have been compensated on their last scheduled shift (the day) preceding the holiday and their first scheduled shift succeeding (day after) the holiday, and are not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if employees can furnish proof satisfactory to the District that, because of illness, they were unable to work on either or both of such shifts, and the absence previous to such holiday, by reason of such illness, has not been longer than thirty (30) regular workdays. All employees shall receive the Labor Day holiday regardless of the start of school date:

- New Year's Day
- Martin Luther King, Jr's Birthday
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Day Before Christmas
- Christmas Day
- Day After Christmas Day
- Day Before New Year's Day

8.2 If any work is performed by an employee on a holiday set forth in Section 8.1 and/or 8.3, additional compensation at two (2) times the employee's regular straight-time hourly rate shall be paid.

8.2.1 If any work is performed by an employee on a holiday set forth in Section 8.1 and/or 8.3 while on a flat rate trip, said employee shall receive one (1) day of additional pay equivalent to the employee's regular daily assignment.

8.3 Should a holiday fall on Saturday the preceding Friday will be observed as the holiday. Should a holiday fall on Sunday the following Monday will be observed as the holiday.

ARTICLE IX VACATIONS

9.1 Two hundred and sixty (260) day regular employees shall receive paid vacation time in accordance with the following:

<u>YEARS OF SERVICE</u>	<u>DAYS OF VACATION</u>
01-04	10
05-09	15
10-13	20
14 AND OVER	25



- 9.2 Vacation time shall accumulate from school year to school year (September 1<sup>st</sup> through August 31<sup>st</sup>). During an employee's first year of employment, vacation time shall accrue at the rate of point eight three-three (.833) days per month. An employee must have commenced employment prior to March 1<sup>st</sup> to be eligible to advance on the vacation schedule the succeeding September 1<sup>st</sup>. Vacation time accrued during one (1) school year shall be taken by the employee by the end of the subsequent school year; provided however, an employee may carry over not more than twenty (20) days of unused vacation from year to year.
- 9.3 When a holiday set forth within Article VIII falls within an employee's vacation an additional day's pay or an additional day's vacation shall be granted. Seniority shall be followed in the scheduling of vacations. Upon termination of employment the employee shall receive a pro-rata share of earned vacation pay.
- 9.4 Less than two hundred and sixty (260) day regular employees shall receive vacation pay in accordance with the following:

<u>YEARS OF SERVICE</u>	<u>DAYS OF VACATION PAY</u>
01-04	4
05-09	6
10-14	8
15 -19	10
20 AND OVER	12

- 9.4.1 Vacation shall be paid to less than two hundred and sixty (260) day regular employees on a pro-rated basis, based on the employee's daily scheduled hours of work, paid at the employee's base hourly rate of pay as part of regular annualized payroll. Upon termination of employment the employee shall receive a pro-rated share of earned vacation pay.

## ARTICLE X LEAVES

**PREAMBLE** The District and the Union mutually agree that Article X shall be interpreted to include Paid Sick Leave rights to all eligible employees at a minimum as established by the Washington State Legislature pursuant to RCW 49.46.210 and Washington State Paid Family Leave as established by the Washington State Legislature pursuant to RCW 50A.04.

- 10.1 Sick Leave - Each regular employee shall accumulate one (1) day sick leave for each calendar month worked. An employee who works ten (10) working days in any calendar month shall be given credit for the full calendar month. All unused days shall accumulate from year to year. This provision, as to accumulation, shall remain compatible with State law. Ten (10) working days shall mean summer months also, for all employees.
- 10.1.1 Any employee who is absent for a period five (5) or more consecutive days may be requested to submit a reason for absence signed by the employee's physician.
- 10.1.2 Each employee shall be entitled to use sick leave with pay for doctor and dentist appointments which cannot be handled outside of their regular working hours.

- 10.1.3 Employees may use sick leave for absences caused by personal illness and/or injury or illness and/or injury of a dependent child related by blood, marriage or legal adoption who is not yet eighteen (18) years of age. Employees may also use sick leave for absences to care for a spouse, adult child or parent having a serious health condition.
- 10.1.4 Employees shall be eligible for unused sick leave buy back in accordance with Board policy.
- 10.2 In the event an employee is absent for reasons which are compensable with industrial injuries in accordance with Title 51 of Washington State Industrial Insurance law, upon written notification from the employee, the Employer shall pay the employee an amount equal to the difference between the amount paid the employee as determined by Title 51 of Washington State Industrial Insurance law, and the amount the employee would have otherwise normally been eligible to receive in sick leave benefits. Such payment(s) to the employee shall be made at such time as the difference is reasonably ascertainable. A deduction shall be made from the employee's accumulated sick leave in an amount proportionate to the amount actually paid to the employee by the Employer in excess of Title 51 of the Washington State Industrial Insurance law payments.
- 10.3 Personal Leave - In addition to the provisions of Section 10.1.3, each regular employee shall be granted three (3) days of paid leave each year for personal reasons. Employees can carry over one (1) or two (2) days of personal leave into the subsequent school year. The request must be made by June 30<sup>th</sup> of the current year on a form generated by Human Resources. If a request to carry over leave is not made, the District will buy back up to three (3) days of unused personal leave at the employee's hourly rate of pay. The buyback rate for all employees in mechanic positions shall be the current rate of pay.
- 10.4 Personal Daily Leave - The employee must notify the Employer as far in advance as possible, provided that the employee shall not be required to state reasons for the leave beyond the term "personal." The following conditions shall apply:
- Personal Leave is non-cumulative and shall be granted with pay.
  - A maximum of three (3) leaves per shift (A.M., Midday, P.M.) maybe granted per day.
  - Personal leave shall be granted on a first-come, first-serve basis.
  - The Assistant Superintendent of Human Resources may review personal leave requests, on a case by case basis, that have been denied and the employee applies for the review in writing.
- 10.5 Emergency Leave - In the event of situations which are unplanned and which require the employee to absent themselves from duties, emergency leave shall be granted.

Such leave may be used in the event of situations involving physical danger to personal property (fire, flood, or other acts of God) or other unforeseen situations that cannot be handled outside the employee's regular work-time. Emergency leave requests shall be granted for emergencies of a compelling nature; provided:

The problem must have been suddenly precipitated, must be of such nature that preplanning is not possible, or where preplanning could not relieve the necessity for the employee's absence.

The problem cannot be one of minor importance or of mere convenience, but must be of a serious nature.

When school is in session, weather conditions to and from school shall not be considered as a valid reason for emergency leave.

Car trouble, with the exception of an accident, shall not be a valid reason for emergency leave.

- 10.6 Obtaining family illness and emergency leave by fraud, deceit, or falsified statement shall result in disciplinary action ranging from loss of one (1) days pay, to discharge. In the event prior approval is obtained, no adverse action may be taken unless the employee is found to have made false statements regarding the leave.
- 10.7 Bereavement Leave - Each regular employee shall be entitled to a maximum of three (3) days leave with pay, per instance for absence caused by death of an employee's child, child of domestic partner, spouse, domestic partner, parents, parents-in-law, parents of domestic partner, step-parent, grandparents, grandparents-in-law, grandparents of domestic partner, grandchild, grandchild of domestic partner, sibling, sibling of domestic partner, own or domestic partner's, aunt or uncle, niece or nephew, and other dependents living in the home. Upon request, an additional two (2) days shall be granted for out-of-state travel.
- 10.7.1 An employee may utilize existing annual leave in instances of the death of a friend or other relative not listed above.
- 10.7.2 The employee shall give as much advance notice as possible and shall attempt to indicate the date of return from leave. The employee shall communicate the name and relationship of the deceased to the Assistant Superintendent of Human Resources.
- 10.7.3 Employees may use annual leave to extend the Bereavement Leave.
- 10.7.4 Employees must enter their leave into the District's absence reporting system.
- 10.8 Jury Leave - A regular employee called upon for jury duty service in any Municipal, County, State or Federal Court, shall advise the Employer upon receipt of such call and if taken from his work, such service shall be reimbursed as provided herein for any loss of wages while actually performing such service; provided he exhibits to the Employer documentation from the court. On days where the employee is released from jury duty at a time which would allow the employee to complete half of the usual work shift, the employee shall report back to complete such work shift.
- 10.9 Leave of Absence - Upon recommendation of the immediate supervisor through administrative channels, and upon approval of the Superintendent or designee, a regular employee may be granted leave of absence for a period not to exceed one (1) year. The employee cannot be gainfully employed on another job while the leave of absence is in effect.

- 10.9.1 The returning employee shall not necessarily be assigned to the identical position occupied before the leave of absence; provided however, where a vacancy exists for which the employee is qualified, the employee shall be reinstated to a position equivalent in duties and that recognizes the returning employee's previous experience for appropriate placement on the wage schedule.
- 10.9.2 The employee shall retain accrued sick leave, vested vacation rights and seniority rights while on a leave of absence; provided however, vacation credits and sick leave shall not accrue while the employee is on a leave of absence.
- 10.10 Medical Leave – Leaves of absence for illness or injury shall be granted without prior Employer approval to regular employees who have completed their probationary period and who have expended all accrued sick leave benefits; provided however, that medical verification may be required. The maximum duration for medical leave shall be one (1) year. An extension of such medical leave may be granted up to one (1) additional year by the employer provided the person on leave submits a written request to Human Resources at least thirty (30) days prior to the termination of his medical leave. Such request must have a physician's verification of the need for the leave.
- 10.10.1 An employee who returns from a medical leave of absence shall be placed into the position which the employee vacated at the time the leave was approved. In the event that the position that the "on leave" employee vacated no longer exists, the "on leave" employee shall be placed into an equivalent position.
- 10.11 Leave Sharing - Employees, at their discretion, shall be allowed to share their sick leave or vacation leave with any other employees within the school district, in accordance with the Employer's policy and applicable State law. Leave shall be shared on an hour for hour basis.
- 10.11.1 Annual or sick leave may also be donated to a fellow employee who is a victim of domestic violence, sexual assault, or stalking; a fellow employee who is sick or temporarily disabled because of pregnancy disability; for the purpose of parental leave to bond with the employee's newborn, adoptive, or foster child. Employees accessing parental leave sharing may maintain up to forty (40) hours of accrued leave in reserve.
- 10.11.2 The provisions contained in this section apply specifically to the donation and receipt of illness, injury and emergency leave accrued by a employee under the provisions of RCW 28A.400.300 (1) (b), and for parental leave under the provisions of RCW 41.04.655.
- 10.12 Family and Medical Leave - The Employer shall provide and distribute to each employee a copy of its Family and Medical Leave Act (FMLA) policy. The FMLA policy shall become effective as required by Federal Law.
- 10.13 Washington Paid Family Medical Leave (WPFMLA) – Commencing January 1, 2020, employees shall be eligible to receive Washington Paid Family and Medical Leave (WPFMLA) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for leave, employees must have worked a minimum of eight hundred twenty (820) hours within the past calendar year. To the extent

employees are required to pay premiums for the WPFMLA, the District agrees in addition to their portion of the premiums will also cover the employee's premiums. Such leave shall be used concurrently with the employee's other leave entitlements.

- 10.14 Unpaid Leave of Absence – Requests for Unpaid Leave shall be submitted in writing (on a form provided by the Employer) to the Assistant Superintendent of Human Resources. The request for Leave shall include a description of the unusual and/or unforeseen reason for the Leave request. Approval or denial shall be communicated as soon as practicable in writing to the affected employee.

## ARTICLE XI HEALTH AND WELFARE

- 11.1 The Employer and the Union agree Article XI, benefits provided, and eligibility shall be in compliance with applicable Washington State Law(s) related to healthcare benefits for School Employees as established by the School Employee Benefits Board (SEBB) and as administered by the Washington State Healthcare Authority (HCA) and/or similar State wide jurisdictions. Mandatory SEBB coverage will be through payroll deduction. All supplemental insurance to mandatory coverage will be billed directly to the employees and not deducted from the employee's monthly pay.
- 11.2 The Employer shall provide for each employee the VEBA III Medical Benefit Plan for the conversion of sick leave to medical expenditures. The plan explanation shall be available in the payroll office.
- 11.3 Western Conference of Teamsters Pension Plan: The bargaining unit may, during the term of this agreement, as a bargaining unit, elect to participate in the Western Conference of Teamsters Pension Trust. Contributions shall be by payroll diversion based on all compensated hours and shall be uniform by classification. Should the unit elect to participate, payroll and HR procedures will be mutually determined.
- 11.3.1 Effective January 1, 2019, all employees covered by the Collective Bargaining Agreement as recognized in Article 1, Section 1.1 and Appendix A, A.1 shall participate in the Western Conference of Teamsters Pension Trust Fund (the "Trust Fund"). Contributions shall be made for all Employees as recognized in the Collective Bargaining Agreement, based on all of the previous month's compensable hours, starting with all compensable hours earned in January, 2019, and paid in the February, 2019 pay warrants, which are issued the last business day of the month. For the purpose of this Agreement, "all compensable hours" does not include the cashout of unused accrued vacation, sick leave, and personal leave. Contributions shall be made by the Employer through a pre-tax payroll diversion from all Employees' monthly earnings for all compensable hours to the Trust Fund's "basic plan" in the manner set forth below. The "basic plan" for purposes of this Agreement means the Trust plan that does not include a Program for Early Retirement (PEER).
- 11.3.2 The total amount due to the Trust Fund for each monthly payroll period shall be remitted to the Administrator for the Trust Fund in a lump sum by the Employer on or before the 20th of each month for all compensated hours during the preceding

month. The Employer shall abide by rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the reporting and recording of the contribution amounts paid for all bargaining unit employees.

- 11.3.3 For all Bus Drivers classifications identified in Appendix A, A.1, effective January 1, 2019, the payroll diversion amount shall be fifty cents (\$0.50) per hour for all compensated hours on a pre-tax diversion basis.
- 11.3.4 For all Mechanic classifications identified in Appendix A, A.1, effective January 1, 2019, the payroll diversion amount shall be one dollar (\$1.00) per hour for all compensated hours on a pre-tax diversion basis.
- 11.3.5 The bargaining unit may, during the term of this Agreement, as a bargaining unit or by classification as identified in 11.3.3 and 11.3.4 above, elect to increase the payroll diversion amount. If this occurs, the Union and the Employer will execute a Memorandum of Understanding in a timely manner.

## ARTICLE XII MISCELLANEOUS

- 12.1 Meeting Attendance - Attendance outside of regular working hours by the employee at all classes, meetings or workshops required by the Employer or in order to comply with existing State and Federal laws and regulations shall be compensated at the employee's regular rate of pay with a minimum of one (1) hour guarantee for all mandatory meetings called by the Employer. With the exception of bid-day and annual in-service the employer will provide thirty (30) minutes of travel time to Granite Falls and Cavelero drivers when they are required to travel to the Co-op for meetings. In the event such travel is required for the Lake Stevens Drivers to Granite Falls or Cavelero the same shall apply.
- 12.2 Per Diem - Employees required by the Employer to remain overnight away from their regular job site shall be reimbursed for their actual expenses and shall be paid at the rate set forth within Appendix "A."
- 12.3 Pay Checks - Employees working less than twelve (12) months per year shall be paid in twelve (12) equal payments beginning in September and continuing through August of each year. The basic monthly payment which is exclusive of any overtime, shall be determined by adding the number of working days plus holidays and vacation, and multiplying that sum by the number of regular hours worked each day times the employee's hourly rate and dividing that total by twelve (12).
  - 12.3.1 Employees working twelve (12) months per year shall be paid in twelve (12) equal payments beginning in September and continuing through August of each year. The basic monthly payment, which is exclusive of overtime shall be determined, by multiplying the number of regularly scheduled working days (two hundred sixty (260) days inclusive of holidays and earned vacation) times the regular hours worked per day times the employee's hourly rate and dividing that total by twelve (12).
  - 12.3.2 Employees shall be paid on those days determined by the Lake Stevens School District.

- 12.4 Physical Exams - All regular employees shall have their physical examinations, required for certification and/or by the Employer, performed by doctors designated by the Employer. The Employer shall pay the full cost of the examination. Substitute employees shall also have their required physical examination performed by the doctors designated by the Employer. Substitutes shall be reimbursed for the cost of their physical examination when they become regular employees. Exams shall be scheduled on a regular workday. Employer shall provide transportation or pay reimbursement at the Federal Mileage rate for miles traveled and one (1) hour pay or actual time whichever is greater at the applicable regular or overtime hourly rate for the time spent at the exam. Exams are intended to include the downloading or gathering of information from the employee related to the use of a "CPAP" or other breathing devices, not otherwise covered by an employee's insurance. A form will be created by the Employer to track time paid.
- 12.5 Safety Footwear - The Employer shall provide, on an annual basis, for the purchase and/or repair of safety footwear and/or safety footwear accessories for each mechanic to be worn while performing their job functions. The purchase allowance shall not exceed three hundred dollars (\$300.00) per year excluding applicable sales tax. The acquisition of the footwear shall be facilitated collaboratively through the Supervisor of Transportation and the Lead Mechanic.
- 12.6 Tool Allowance - The Employer shall provide, on an annual basis, a tool allowance for each mechanic to replace worn-out and/or broken job related hand tools. The allowance shall be nine hundred dollars (\$900.00) for each school year. The acquisition of the tools shall be facilitated collaboratively through the Supervisor of Transportation and the Lead Mechanic.
- 12.7 D.R.I.V.E. - The Employer shall deduct from the pay check of each employee who has so authorized it a contribution to Democratic, Republican, Independent Voter Education (D.R.I.V.E.). The amounts deducted shall be transmitted monthly to D.R.I.V.E. on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee on request. The performance of this function is recognized as a service to the Union by the Employer.
- 12.8 Training – The District shall reimburse any mechanic the cost of tuition or fees for approved training classes directly related to the vehicles and equipment they maintain. Training that occurs during the normal workday shall be treated as compensated time by the District. The Supervisor of Transportation agrees to work with the Lead Mechanic to ensure proper staffing to allow mechanics the opportunity to attend training.
- 12.9 Driver Safety – The District agrees to provide Bus Drivers with a safe and secure work environment. The District will provide drivers with information about students with disabilities and/or severe behavior concerns when that information will assist the driver in the orderly operation of their bus. When a driver has concerns about a student being a danger to themselves or others while on the bus, the driver will meet with the Director of Transportation to determine a remedy. Examples of remedies might be a bus monitor and/or additional training. In the event a driver is injured by a student on a bus who is known by the District to be aggressive, a danger to themselves, and/or others, the District will provide the driver paid

administrative leave to offset the difference between L&I Time Loss and full regular pay until the driver returns to work with or without accommodations or until it's determined the driver won't return to the job of injury whichever is later.

### ARTICLE XIII DISCHARGE AND SUSPENSION

- 13.1 The Employee and Union shall receive written notification of intent to conduct an investigatory interview. The written notice shall include the nature of the allegation of misconduct and the date and time the District wants to meet to interview the Employee. The Employee has the right to have a Business Agent or Shop Steward present at the interview. Arranging the participation of the Business Agent or Shop Steward will not unreasonably delay the investigation. Any delay to the investigation created by the securing of a Business Agent or a Shop Steward shall be added to the timelines contained in section 13.3.
- 13.2 The District shall not discipline an employee without just cause. The issue of just cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to discipline an employee, it shall be done in a manner which will not embarrass the employee. The District shall give to the employee at least one (1) written warning notice prior to suspension or discharge, except as limited in Article 13.4. All copies of discipline shall be forwarded to the Union. Disciplinary actions or measures by the District shall be limited to verbal warning; (documented in writing) written reprimand; suspension without pay; and discharge.
- 13.3 The District shall administer verbal warnings and written reprimands within ten (10) District Business days of knowledge of the occurrence leading to the discipline. Discipline for infractions covered under Section 13.4 shall be administered within fifteen (15) District business days of knowledge of the occurrence leading to the discipline. Upon receipt of a written or emailed request, the Union agrees to extend the timelines for administering discipline under Section 13.4 in order for the District to complete an investigation. Upon completion of the investigation the District shall notify the Union in writing or via email the investigation is completed and will administer the disciplinary action within five (5) District business days.
- 13.4 Just cause for immediate suspension or discharge shall include but not be limited to infractions identified in WAC 181-88, gross insubordination, under the influence of alcohol or drugs on the job, positive drug result, proven dishonesty, theft or destruction of District property, workplace violence, or issues of parallel magnitude.
- 13.5 Except for infractions defined in WAC 181-88, employees have the right to request in writing to Human Resources the removal of discipline from their personnel files. The status of their request shall be communicated in writing by Human Resources.
- 13.6 The Employer shall be the sole judge of the competency of substitute employees. Substitute employees shall be employed at the sole discretion of the Employer. Failure of the Employer to schedule work or retain the services of a substitute employee shall not be subject to the grievance procedure.



## ARTICLE XIV GRIEVANCE PROCEDURE

- 14.1 A grievance shall be defined as a claim by an employee, a group of employees, or the Union on behalf of an employee or a group of employees that there has been an alleged violation, misinterpretation or misapplication of a specific provision of this Agreement, which claim deals with the interpretation or application of specific terms of this Agreement.
- 14.2 When a grievance arises, the employee(s) concerned shall continue to work as directed by the Transportation Supervisor and such grievance shall be submitted under the following procedures:
- 14.2.1 STEP 1 - A grievance shall first be taken up by the employee(s) and shop steward informally with the Employer. No grievance shall be considered unless submitted to the Transportation Supervisor or designee within twenty (20) working days of its occurrence unless circumstances beyond the control of the aggrieved party prevent its submission within such period.
- 14.2.2 STEP 2 - If the grievance is not resolved to the employee's satisfaction in accordance with STEP 1, the employee and/or the Union shall reduce to writing a statement of the grievance containing the following:
- The facts on which the grievance is based;
  - A reference to the provision(s) of this Agreement which have been allegedly violated;
  - The remedy sought.
- 14.2.3 The written grievance shall be submitted to the Transportation Supervisor within five (5) working days of the informal meeting outlined in STEP 1. Within ten (10) working days after receipt of the written grievance the Transportation Supervisor shall communicate a written response to the grievant.
- 14.2.4 STEP 3 - If the grievance is not satisfactorily resolved at STEP 2, the employee and/or the Union, may within 10 (ten) working days after receipt of the written response from STEP 2, submit the grievance to the Superintendent or designee, of the District. Within ten (10) working days after receipt of the grievance, the Superintendent or his designee shall communicate a written response to the grievant.
- 14.2.5 STEP 4 - If the grievance is not resolved at STEP 3, or if no decision has been made within the period provided, the Union may submit the grievance to arbitration. The Union may exercise its right to arbitration by giving the Superintendent or designee, notice of its intent to arbitrate within fifteen (15) working days after the decision in STEP 3 or fifteen (15) working days after the time limit in STEP 3, whichever occurs first.
- 14.3 Selection of Arbitrator - In regard to each case that reached arbitration, the parties shall attempt to agree on an arbitrator to hear and decide the particular case. If the parties are unable to agree on an arbitrator within fourteen (14) working days after submission of the written request for arbitration, the parties shall jointly request the Public Employment Relations Commission to submit a panel of seven

(7) arbitrators. Such requests shall state the general nature of the case involved. When notification of the names of the panel of seven (7) arbitrators is received, the parties in turn shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbitrator. The right to strike the first name shall be determined by lot. By mutual agreement, and on a case by case basis, the parties may request from the Public Employment Relations Commission, a staff arbitrator to hear grievances.

- 14.4 Rules of Procedure for Arbitration - Arbitration proceedings shall be conducted in accordance with the following:
- 14.4.1 The arbitrator shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request such data as the arbitrator deems pertinent to the grievance and shall render a decision in writing to both parties within twenty (20) working days from the completion of the hearing unless otherwise mutually extended.
- 14.4.2 The arbitrator shall rule on the basis of information presented in the hearing. Additional information may be submitted only upon mutual written agreement by the Employer and the Union.
- 14.4.3 Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of the grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, written or oral, shall be confined to and directed at the matters set forth in the grievance.
- 14.4.4 Each party shall pay any compensation and expense relating to its own witnesses or representatives.
- 14.4.5 The arbitrator's fees and expenses shall be shared equally by the Employer and the Union.
- 14.4.6 The total cost of the stenographic record, if requested, shall be paid by the party requesting it. If the other party also requests a copy, that party shall pay one-half (1/2) of the stenographic costs.
- 14.5 The Employer and the Union may mutually agree to extend the time limits at any STEP in the grievance procedure.
- 14.6 Binding Effect of Award - All decisions arrived at under the provisions of this Article by the representatives of the Employer and the Union or the arbitrator shall be final and binding upon all parties to the grievance.
- 14.6.1 The arbitrator shall not have the authority to add to, subtract from or amend in any way this Agreement in whole or part.

14.7 Time Limitations As To Back Pay - Grievance claims regarding retroactive compensation shall be limited to two (2) pay periods prior to the written submission of the grievance to the Employer's representatives, except when constructive knowledge can be demonstrated. This two (2) pay period limitation may be waived by mutual consent of the parties.

14.8 Signing Grievance Does Not Concede Arbitrable Issues - The signing of any grievance by any employee or representative of either the Employer or the Union shall not be construed by either party as a concession or agreement that the grievance constitutes an arbitrable issue or is properly subject to the grievance machinery under the terms of this Article.

#### ARTICLE XV NO STRIKE, NO LOCKOUT

15.1 There shall not be an authorized strike, slowdown or any other stoppage of work by the Union, regardless of whether an Unfair Labor Practice is alleged. The Employer shall not lock out any employee covered by this Agreement. Should a strike, slowdown or stoppage by the Union members occur, the Union shall immediately instruct its members to return to work. If the members of the Union do not resume work as required by this Agreement immediately upon being so instructed, they shall be subject to discipline, including discharge.

#### ARTICLE XVI MANAGEMENT RIGHTS

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

16.2 The right to make reasonable rules and regulations shall be considered acknowledged functions of the Employer. In making rules and regulations relating to personnel policies, procedures and practices, matters of working conditions and exercising the right to set forth in the previous Section, the Employer shall give due regard and consideration the rights of the Union and the employees and to the obligations imposed by this Agreement subject to the terms of this Agreement and the Grievance Procedure, Article XIV.

16.3 Employee Handbooks: The District shall maintain an employee handbook for transportation employees. The District will provide a copy of the employee handbook to the Union and employees upon request. Except for legislatively mandated changes, the Union will be notified thirty (30) calendar days in advance of a District initiated change to the Employee Handbook. Questions or concerns from the Union will be addressed in the regularly scheduled Labor Management Committee meeting.

## ARTICLE XVII SAVINGS CLAUSE

- 17.1 It is the intention of the parties hereto to comply with all applicable provisions of the State or Federal law, and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provision shall be declared invalid or inoperative by a Court of final jurisdiction. In such event, either party may request renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof.
- 17.2 In the event that any of the provisions of this Agreement are not in compliance with existing State Law, thereby necessitating a reduction in the insurance contributions set forth within Article XI and/or in the rates of pay set forth within Appendix "A," such reduction shall be made retroactive to such time and in such amounts as they may be required to re-establish compliance with such State Law.

## ARTICLE XVIII EVALUATIONS AND PERFORMANCE IMPROVEMENT PLANS

- 18.1 Employees within the bargaining unit shall be formally evaluated once in each calendar year and shall receive said evaluation at least Five (5) working days prior to the end of their contracted work year. Probationary employees shall receive at least one evaluation prior to the end of their 60 day probationary period.
- 18.1.1 Employees within the bargaining unit shall be formally evaluated in writing by the Superintendent's administrative designee using forms provided by the District. The form shall be signed by the administrative supervisor and the employee. The employee's signature is not necessarily an indication the employee agrees with the content of the evaluation. A copy of the form shall be provided to the employee following the discussion of the evaluation by the administrative supervisor with the employee. An employee may attach his/her own written comments to said evaluation.
- 18.1.2 All performance evaluations shall contain clear and specific objective criteria to be used in the evaluation which shall be predicated upon the appropriate job description. All evaluations shall include attainable goals for each position and a specific process for the attainment of those goals. Evaluations shall not be used as a secondary forum to address or re-address issues already addressed under Article XIII.
- 18.2 If an employee's performance is judged to be unsatisfactory after initial non-disciplinary steps, and the supervisor has previously met with the employee regarding the performance in question, the immediate supervisor shall arrange a conference with the employee. The conference shall occur within ten (10) working days of the employee's notification of unsatisfactory performance and shall include a Union Representative of the employee's choice. The immediate supervisor shall discuss and reduce to writing specific objective items of concern and prepare a performance improvement program.
- 18.3 The performance improvement program shall be four (4) months in duration and include:
1. The areas of specific objective performance deficiency

- 2. The recommended or desired performance levels which will be uniform and consistent with requirements outlined in the employees job description.
- 3. The activities necessary to reach the desired performance levels which will include the specific support methods to be provided.

18.4 During that time the employee and Union Representative if so desired by the employee shall meet with their immediate supervisor twice monthly to determine if progress toward improvement is being made. An employee may be removed from the performance improvement program at any time performance deficiencies are corrected.

18.5 Failure of the employee to reach desired performance levels by the end of the four (4) month performance improvement program may result in them being subject to progressive discipline under the provisions of Article XIII of this contract. Performance improvement plans are not discipline and will not be used to circumvent any step of progressive discipline.

18.6 The grievance procedure described in Article XIV shall apply to any violation of this article.

ARTICLE XIX DURATION

19.1 This Agreement shall be effective September 01, 2023, except for those provisions which denote otherwise, and shall remain in full force and effect through August 31, 2026, and year to year thereafter unless either party to this Agreement serves notice as provided herein.

19.2 At least sixty (60) days prior to the expiration date of this Agreement the Union and the Employer shall open the Agreement for the purpose of renegotiations.

19.3 The Union and the District acknowledge that financial aspects of this Agreement are based on known or anticipated revenue. In the event of a double levy failure or other similar significant loss of revenue beyond control of the District, the Union and the District shall meet and confer, share and discuss the cause of significant change, and as appropriate bargain, changes to the Agreement.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters

Lake Stevens/Granite Falls Pupil Transportation Cooperative

By   
 Chad Baker  
 Secretary-Treasurer

By   
 Ken Collins  
 Superintendent  
 John Balmar  
 Asst. Supt. of HR

Date 11/3/23

Date 10/19/23

APPENDIX "A"  
to the  
AGREEMENT  
by and between  
LAKE STEVENS/GRANITE FALLS PUPIL TRANSPORTATION COOPERATIVE  
and  
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763  
(Representing the Bus Drivers and Mechanics)

September 01, 2023 through August 31, 2026

THIS APPENDIX is supplemental to the AGREEMENT by and between the LAKE STEVENS/GRANITE FALLS PUPIL TRANSPORTATION COOPERATIVE, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A. The following constitutes those classifications of work covered by this Agreement and those wages to be paid for work performed by members of the bargaining unit while in the employ of the Employer.

A.1 Effective September 01, 2023, the hourly rates of pay shall be as follows:

CLASSIFICATION	HOURLY RATE OF PAY
<b>REGULAR, TEMPORARY, AND SUBSTITUTE</b>	
1 <sup>st</sup> year of employment	\$28.79
2 <sup>nd</sup> year of employment	\$30.03
3 <sup>rd</sup> year of employment	\$31.24
4 <sup>th</sup> year of employment	\$31.87
5 <sup>th</sup> year of employment	\$32.49
<b>Longevity Steps</b>	
10 <sup>th</sup> to 14 <sup>th</sup> year of employment	\$0.25
15 <sup>th</sup> to 19 <sup>th</sup> year of employment	\$0.75
20 <sup>th</sup> to 24 <sup>th</sup> year of employment	\$1.00
25 <sup>th</sup> year of employment and beyond	\$1.25
<b>MECHANIC</b>	
Mechanic Helper	\$24.35
<b>Mechanic</b>	
1 <sup>st</sup> year of employment	\$38.76
2 <sup>nd</sup> year of employment	\$38.96
3 <sup>rd</sup> year of employment	\$39.15

CLASSIFICATION	HOURLY RATE OF PAY
4 <sup>th</sup> year of employment	\$39.35
5 <sup>th</sup> year of employment	\$39.54
Lead Mechanic	
1 <sup>st</sup> year of employment	\$42.43
2 <sup>nd</sup> year of employment	\$42.65
3 <sup>rd</sup> year of employment	\$42.86
4 <sup>th</sup> year of employment	\$43.07
5 <sup>th</sup> year of employment	\$43.29
Longevity Steps	
10 <sup>th</sup> to 14 <sup>th</sup> year of employment	\$0.25
15 <sup>th</sup> to 19 <sup>th</sup> year of employment	\$0.75
20 <sup>th</sup> to 24 <sup>th</sup> year of employment	\$1.00
25 <sup>th</sup> year of employment and beyond	\$1.25

- A.1.1 Effective September 01, 2024, and each September 01 thereafter the District shall apply to all classifications contained in A.1 hourly increases equal to the percentage increase authorized by the State Legislature for school employees.
- A.1.2 Effective September 01, 2024 and 2025, in addition to the increases provided for in A.1.1, the District will further increase hourly rates of pay in all classifications contained in A.1 by two point two five percent (2.25%).
- A.2 All regular employees, temporary employees hired pursuant to Section 6.4.2, and substitute employees hired pursuant to Section 6.3.6, who have started work on or before February 1<sup>st</sup> shall be entitled to advance on the wage schedule on the succeeding September 1<sup>st</sup>. A year of earned longevity for substitute bus drivers shall equal six hundred and thirty (630) or more hours in each contract year prorated to the equivalent of three point five (3.5) hours per working day in the student calendar. If there are multiple years with less than six hundred and thirty (630) hours, those years will be added up to equal six hundred and thirty (630) hour cumulative increments to equal year(s) of longevity.
- A.2.1 An employee who retires or separates from service but is then rehired as a regular or substitute employee shall be placed at the same Step they were on when previously employed. In the event said employee wasn't at the top Step at the time of separation, movement through progression will continue from where they left off at time of separation. Time away from the District will not count towards progression.
- A.2.2 Employees hired as a regular, temporary, or substitute employee shall be placed on the salary schedule based on their total number of years of verified previous experience as a School Bus Driver or School Bus Mechanic in the State of Washington.

A.3 Special Education and ECAP Routes - Drivers of the regular Special Education and ECAP Routes shall receive fifty cents (\$.50) per hour in addition to their regular hourly rate while driving that route.

A.4 Activity Routes - Drivers of the regular Activity Routes shall receive fifty cents (\$.50) per hour in addition to their regular hourly rate while driving that route.

A.5 Extra Trips - Drivers shall be paid at their hourly rate on Extra Trips.

A.6 Extra Trips of Five Hours or more Standby - Effective September 01, 2023, drivers shall be paid the following flat rates for Extra Trips with five (5) hours or more Standby time:

Less than 250 miles (round trip portal to portal) .....	\$274.50
250 miles to 399 miles (round trip portal to portal).....	\$403.91
400 miles or more (round trip portal to portal) .....	\$567.09

Trip rates shall be adjusted annually by the percentage increases identified in A.1.1 and additional amounts negotiated in A.1.2.

A.6.1 All Standby time in excess of ten (10) hours shall be paid at the driver's regular hourly rate of pay, except on Overnight Trips. Standby time shall be calculated to begin upon arrival at the first destination and ends at the conclusion of the final destination.

A.7 Swing Shift Premium - Mechanics who work swing shift shall be paid seventy-five cents (\$.75) per hour in addition to their hourly rate of pay as set forth in Section A.1 regardless of temporary assignment to a different shift.

A.7.1 Bus Driver Shift Premium - Bus Drivers shall receive a shift premium of fifty cent (\$.50) per hour in addition to their hourly rate of pay for all hours worked after 5:00 pm transporting students from school to home on those regular routes which are designed to end after 5:00 pm. This premium does not apply to activity routes which already receive a premium identified in A.4 above.

A.8 Should the date of execution of this Agreement be subsequent to the effective date, the hourly rates of pay, including overtime, shall be retroactive to the effective date.

A.9 Mechanics who currently have, obtain and maintain up to four (4) ASE certification(s) related to the fleet of vehicles they maintain shall be paid fifty cents (\$.50) per hour per certification in addition to their rate of pay as set forth in Section A.1. ASE certification(s) shall not be included in the calculation of wage increases identified in A.1.1 and A.1.2 above. The Employer agrees to cover the renewal/recertification cost of the first (1<sup>st</sup>) four (4) ASE certifications covered under this Section.

A.10 State Patrol Inspection – Busses are inspected by Washington State Patrol twice per year per District. One of the inspections is scheduled while the other inspection is unannounced. Provided the fleet which is inspected has no more than five percent (5%) listed as out of compliance, each Mechanic shall receive a bonus of



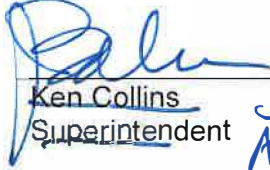
two hundred and fifty dollars (\$250.00) per inspection. Payment shall be received in the paycheck following notification from the Washington State Patrol of the final inspection score.

- A.11 Relief Drivers – As part of the regular bidding process contained in Article 5, the Employer is allowed to have up to five (5) regular relief routes. Employees who bid these routes will have designated starting and ending shift times, a seven (7) hour per day guarantee, and will be paid an additional one dollar (\$1.00) per hour above their normal hourly rate for all compensable hours. In order to be eligible for these routes, the driver must have five (5) years of experience within the Lake Stevens School District (the COOP) and pass a map skills test to be determined through the Labor and Management meetings.

PUBLIC, PROFESSIONAL & OFFICE-  
CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763, affiliated with the  
International Brotherhood of Teamsters

Lake Stevens/Granite Falls Pupil  
Transportation Cooperative

By   
Chad Baker  
Secretary-Treasurer

By   
~~Ken Collins~~ Superintendent  
John Balmer  
Asst. Supt. of the

Date 11/3/23

Date 10/19/23

MEMORANDUM OF UNDERSTANDING  
to the  
AGREEMENT  
by and between  
LAKE STEVENS/GRANITE FALLS PUPIL TRANSPORTATION COOPERATIVE  
and  
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763

September 1, 2023 through August 31, 2026

THIS MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between LAKE STEVENS/GRANITE FALLS PUPIL TRANSPORTATION COOPERATIVE, hereafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

Re: Drug and Alcohol Testing and Procedures

The Employer and the Union are in complete agreement to the following:


1. The Employer shall discuss with the Union changes to the Employer's drug and alcohol testing procedure that affects employees.
2. Upon request from the Union, the Employer shall provide information regarding its method of random selection of employees for drug and alcohol testing.
3. The Employer shall provide the Union a list of Substance Abuse Professionals (SAPs) to whom the Employer shall refer employees who have tested positive for drugs or alcohol. If a SAP on that list is unacceptable to the Employer or the Union, the parties will discuss the continued inclusion of that SAP on the list.
4. The employee shall have the opportunity to contact a Union representative prior to drug and alcohol testing, provided that the inability to obtain a Union representative shall not delay the employee from reporting to testing within the prescribed time.
5. Upon request from the Union, the Employer shall provide the identity of the Medical Review Officer (MRO) and evidence of the MRO's training.
6. In the event the split sample is tested at the request of the employee and the second test result is negative; it is the responsibility of the MRO to provide a report to the Employer that reflects a negative test result.
7. The Employer shall provide an employee, who tests positive for drugs and/or alcohol, one chance at rehabilitation, provided the employee enters into an "Agreement for Continuation of Employment" with the Employer.

8. To avoid hardship on the Employer, the contractor who provides for testing services shall sequence by day of the month the names it provides for monthly random testing.

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LOCAL UNION NO. 763, affiliated with the  
International Brotherhood of Teamsters

Lake Stevens/Granite Falls Pupil  
Transportation Cooperative

By   
Chad Baker  
Secretary-Treasurer

By   
~~Ken Collins~~  
~~Superintendent~~ John Balmer  
Asst. Supt. of AR

Date 11/3/27

Date 10/19/23

MEMORANDUM OF UNDERSTANDING  
to the  
AGREEMENT  
by and between  
LAKE STEVENS/GRANITE FALLS PUPIL TRANSPORTATION COOPERATIVE  
and  
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763

September 1, 2023 through August 31, 2026

THIS MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between LAKE STEVENS/GRANITE FALLS PUPIL TRANSPORTATION COOPERATIVE, hereafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

Re: GPS, Bus Cameras, Building Surveillance, Recordings, and Use

The Transportation Department will use video cameras on school buses for the purpose of student discipline and student safety. GPS and Video recordings may not be used in the evaluation process, or as evidence for disciplinary action against a driver, except in the case of unlawful acts or alleged employee misconduct by the driver against a student, staff of community member. In alleged cases of unlawful acts or alleged employee misconduct against a student, staff of community member by the driver, a designated Union representative will review the case and meet with the Supervisor of Transportation before any disciplinary action is taken against the driver. With mutual agreement of the affected driver, videos and GPS data may be used for internal department training purposes. The following guidelines will be used for the use of the cameras and GPS systems:


1. Each bus will be equipped with an electronic recording system and GPS system.
2. All buses where electronic recording equipment may be installed shall have signs notifying riders that they may be recorded.
3. Bus conduct citations will be used for discipline on buses with or without cameras. Recordings are a backup tool.
4. All recordings and GPS data used to support an employee or student disciplinary action shall be dated, labeled, electronically stored, and kept on file with the investigating office. All other recordings and GPS data will be kept in a locked, secured place by the Supervisor of Transportation in the Transportation Department. A record will be kept of anyone who views the recordings or reviews GPS data in response to an employee or student disciplinary action. The Union representative may have access to the recordings and GPS data during normal operating hours, from any management staff.
5. Recordings and GPS data will not be used for employee performance evaluations. Recordings and GPS data may be used as a means to confirm allegations of an unlawful act or alleged employee misconduct against a student, staff or community member during a disciplinary investigation.

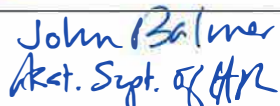
6. Persons granted permission to view an electronic recording or GPS data shall be limited to the Transportation Supervisor, driver, district/school building administrators, or parent/guardian of the student who is in the recording. The viewing of an electronic recording and GPS data will occur only at a school-related site or the Transportation Cooperative and in the presence of the Transportation Supervisor or his/her designee or a district or school administrator. Bus drivers will be notified when electronic recordings or GPS data from their bus are used for any purpose. The notification will also include who will be viewing the recording or GPS data and why.
7. Electronic recordings and GPS data are public records and shall be made available for inspection or copying upon a public records request to the Public Records Officer and are subject to compliance with applicable laws.
8. Electronic recordings and GPS data are transitory records and will be erased after one school year unless prior to that time a request has been made pursuant to the Public Records Act to view a particular recording or GPS data or to have a copy made of a particular recording or GPS data.
9. The Employer and the Union agree the purpose of the installation and the use of building surveillance cameras, cameras on buses, and GPS will not be for the monitoring or evaluating of employees. These devices may be used as a means to address allegations of an unlawful act or alleged employee misconduct against a student, staff or community member during a disciplinary investigation. GPS data may be used for verifying a time change request that is initiated by the employee.
10. Camera and GPS guidelines may be reviewed for revision in labor management committee meetings. Changes to this MOU must be approved by human resources and the bargaining unit.

PUBLIC, PROFESSIONAL & OFFICE-  
CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763, affiliated with the  
International Brotherhood of Teamsters

Lake Stevens/Granite Falls Pupil  
Transportation Cooperative

By   
Chad Baker  
Secretary-Treasurer

By   
Ken Collins  
Superintendent

  
John Balmer  
Asst. Supt. of HR

Date 11/3/23

Date 10/19/23

MEMORANDUM OF UNDERSTANDING  
to the  
AGREEMENT  
by and between  
LAKE STEVENS/GRANITE FALLS PUPIL TRANSPORTATION COOPERATIVE  
and  
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL NO. 763

September 1, 2023 through August 31, 2026

THIS MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between LAKE STEVENS/GRANITE FALLS PUPIL TRANSPORTATION COOPERATIVE, hereafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

RE: Increase to pre-tax payroll diversion for the Teamsters Pension contributions

Pursuant to Section 11.3.5, the Bus Drivers and Mechanics elected by secret ballot on October 23, 2023, to increase their pre-tax payroll diversions identified in Sections 11.3.3 and 11.3.4.

Effective January 1, 2024, based on all compensable hours in January 2024 and payable in the February 2024 payroll period, contributions under Sections 11.3.3 and 11.3.4 shall be increased by seventy-five cents (\$0.75) per compensable hour as described in Section 11.3.1.

The new contribution rate effective January 1, 2024, under Section 11.3.3 shall be one dollar and twenty-five cents (\$1.25) per compensable hour. The new contribution rate effective January 1, 2024, under Section 11.3.4 shall be one dollar and seventy-five cents (\$1.75) per compensable hour.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters

Lake Stevens/Granite Falls Pupil Transportation Cooperative

By   
Chad Baker  
Secretary-Treasurer

By   
John Balmer  
Executive Director of Human Resources

Date 11/8/23

Date 11/7/23