

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NORTH THURSTON PUBLIC SCHOOLS #3

AND

PUBLIC SCHOOL EMPLOYEES OF NORTH THURSTON

SEPTEMBER 1, 2023 – AUGUST 31, 2026



Public School Employees of Washington/SEIU Local 1948
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1 **D E C L A R A T I O N O F P R I N C I P L E S**

- 2
- 3 1. Participation of employees in the formulation and implementation of personnel wages, hours, terms,
- 4 and conditions of employment affecting them contributes to effective operation of school business.
- 5
- 6 2. The efficient administration of the system of public instruction and well-being of employees requires
- 7 that orderly and constructive relationships be maintained between the parties hereto.
- 8
- 9 3. Subject to law and the paramount consideration of service to the public, employee management
- 10 relations should be improved by providing employees an opportunity for greater participation in the
- 11 formulation of actions affecting the conditions of their employment.
- 12
- 13 4. Effective employee management cooperation requires a clear statement of the respective rights and
- 14 obligations of the parties hereto.
- 15
- 16 5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration
- 17 of the District and the well-being of employees within the spirit of the Public Employees Collective
- 18 Bargaining Act, to establish a basic understanding relative to personnel policies, practices, and
- 19 procedures, and to provide means for amicable discussion and adjustment of matters of mutual
- 20 interest.
- 21
- 22
- 23

24 **P R E A M B L E**

25

26 This Agreement is made and entered into between North Thurston Public Schools (hereinafter "District")

27 and Public School Employees of North Thurston Public Schools, an affiliate of Public School Employees

28 of Washington (hereinafter "Association").

29

30 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations

31 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties

32 agree as follows:

33

34

35

36 **A R T I C L E I**

37 **R E C O G N I T I O N A N D C O V E R A G E O F A G R E E M E N T**

38

39

40 **Section 1.1. Association Recognition.**

41 The District hereby recognizes the Association as the exclusive representative of all employees in the

42 bargaining unit described in Section 1.4, and the Association recognizes the responsibility of

43 representing the interests of all such employees.

44

45 **Section 1.2. Membership Non-Inclusion.**

46 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as

47 administrator or supervisor or secretary necessarily imply a confidential relationship to the Board of

48 Directors or Superintendent of the District pursuant to RCW 41.56.030(2).



1 **Section 1.3. Job Descriptions.**

2 The District will provide the employees and the Association with complete job descriptions and such
3 amendments, changes, and additions as they may occur.
4

5 **Section 1.4. Positions of Membership.**

6 The bargaining unit to which this Agreement is applicable shall consist of all regularly assigned
7 classified employees in the general job classification of Transportation Specialists, Food and Nutrition,
8 Mechanics, Dispatchers, and Warehouse Employees.
9

10 **Section 1.4.1.**

11 Substitute employees who have completed thirty (30) or more days of work during any twelve
12 (12) month period ending in the preceding or current school year and continue to be available for
13 employment as substitutes shall be included in the bargaining unit, subject only to Schedule A.
14

15 **Section 1.5. No Strike/No Lockout.**

16 The Association agrees not to strike during the term of this Agreement. The District agrees not to lockout
17 employees during the term of this Agreement.
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20

21 **ARTICLE II**

22 **MANAGEMENT RIGHTS**

23 **Section 2.1. Customary Rights.**

24
25 It is agreed that the customary and usual rights, powers, functions, and authority of management are
26 vested in management officials of the District.
27
28

29 Included in these rights in accordance with applicable laws and regulations is the right to direct the work
30 force, the right to hire, promote, retain, transfer and assign employees in positions; the right to suspend,
31 discharge, demote or take other disciplinary action against employees; and the right to release employees
32 from duties because of lack of work or for other legitimate reasons. The District shall retain the right to
33 maintain efficiency of the District operation by determining the methods, the means, and the personnel
34 by which such operation is conducted.
35

36 **Section 2.2. Rules and Regulations.**

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

RIGHTS OF THE EMPLOYEES

Section 3.1. Employee Protection.

It is agreed that the employees in the bargaining unit defined herein shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group or individual. The District shall neither encourage nor discourage membership in any employee organization.

Section 3.2. Matters of Concern.

Each employee shall have the right to bring matters of work related professional concern to the attention of the appropriate Association representatives and/or appropriate officials of the District.

Section 3.3. Right of Representation.

Employees of the unit subject to this Agreement have the right to have Association representatives present at discussions of matters relating to employment status between themselves and supervisors or other representatives of the District as herein provided.

Section 3.4. Delegation of Rights.

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

Section 3.5. Non-discrimination.

The District and Association agree to comply with all applicable laws governing discrimination in employment.

Section 3.6. Personnel Files.

One personnel file shall be maintained on each employee and that file shall be filed at the District office; however, the Association recognizes the right of the District to maintain work files to be used by the immediate supervisor. The purpose of the working file is to aid the supervisor in the preparation of the annual evaluation. Therefore, working files will be purged on an annual basis and materials in each employee's working file will be discarded and have no effect after July 1 of each year, except if the documentation is evaluative, disciplinary, or required by law.

Section 3.6.1.

An employee shall have the right, upon reasonable request, to inspect the contents of the employee's personnel file. Inspection shall be in the presence of a District representative. File materials may be reproduced for the employee as promptly as is feasible upon request. Reproduction shall be at the employee's expense. An Association representative may, at the employee's request, be present during the review of said employee's file.



1 **Section 3.6.2.**

2 No materials derogatory of the employee's conduct, service, character, or personality shall be
3 placed in the personnel file unless the employee has received a copy. The employee shall have
4 the right to write the employee's version of the incident or statement and have the employee's
5 statement attached to the original documents, with a copy to the immediate supervisor.
6

7 After a period of one year from inclusion in the file, and subject to satisfactory performance
8 during that year, an employee may request that derogatory material be removed from the
9 employee's personnel file. The intent of the parties is that it is not mandatory that derogatory
10 materials be removed, but only considered for removal.
11

12 **Section 3.7. Safety.**

13 The District agrees to provide safe and non-hazardous working conditions within the district facilities.
14 Employees will not be required to re-enter a building if it has been evacuated for any reason until such
15 time the building has been declared safe by the appropriate authorities. The employees will use all
16 equipment required by state and federal regulations and provided by the employer. The District agrees to
17 comply with all appropriate and applicable health and safety regulations. Employees accept the
18 responsibilities stated in WAC 296-800-12005 General Safety and Health Standards:
19

- 20 • Study and follow all safe practices that apply to their work.
- 21 • Coordinate and cooperate with all other employees in the workplace to try to eliminate on-the-job
22 injuries or illnesses.
- 23 • Apply the principles of accident prevention in their daily work and use proper safety devices and
24 protective equipment as required by their employment or employer.
- 25 • Take care of all personal protective equipment (PPE) properly.
- 26 • Not wear torn or loose clothing while working around machinery.
- 27 • Report promptly to their supervisor every industrial injury or occupational illness.
- 28 • Not remove, displace, damage, destroy or carry off any safeguard, notice, or warning provided to
29 make the workplace safe.
- 30 • Not interfere with use of any safeguard by anyone in the workplace.
- 31 • Not interfere with the use of any work practice designed to protect them from injuries.
- 32 • Do everything reasonably necessary to protect the life and safety of employees.
33

34 **Section 3.7.1.**

35 Employees required to work with potentially violent or aggressive students shall be informed of
36 special needs on a need to know basis. Any dangerous situation shall promptly be reported to the
37 employer or the employer's designated representative by filling out a District supplied incident
38 report.
39

40 **Section 3.7.2. Vehicle Accident Management.**

41 Drivers of District vehicles are required to report all accidents, including minor accidents and
42 non-collision injuries, immediately from the scene by radio or phone. All accidents will be
43 documented and investigated by appropriate District staff.
44

45 **Section 3.7.3.**

46 Management shall utilize the findings of the Accident Review Board to improve workplace
47 safety.



1 **Section 3.7.4.**

2 The District will consult with the association regarding appropriate support for drivers involved
3 in a serious accident.
4

5 **Section 3.8. Personal Life.**

6 The private and personal life of any employee is not within the appropriate concern or attention of the
7 district unless it effects performance of duties.
8

9 **Section 3.9. Applicability of Public Disclosure Laws**

10 Nothing in this agreement precludes the District from providing documents in accordance with public
11 disclosure laws. The District will notify the employee prior to the release of any requested record from
12 the employee’s personnel file or working file, with the exception of directory information. Employees
13 shall have four (4) business days to notify the District if they plan to file an injunction blocking the
14 request.
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18 A R T I C L E I V

19 R I G H T S O F T H E A S S O C I A T I O N
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22 **Section 4.1. Association Representation of Employees.**

23 The Association has the right and responsibility to represent the interests of all employees in the
24 bargaining unit; to present their views to the District on matters of concern, either orally or in writing;
25 and to enter collective negotiations with the object of reaching an agreement applicable to all employees
26 within the bargaining unit.
27

28 **Section 4.2. Employee Disciplinary Notification.**

29 The Association shall promptly be notified by the District of any disciplinary actions of any employee in
30 the unit in accordance with the provisions of the Discharge Article contained herein. The Association is
31 entitled to have an observer at hearings conducted by any District official or body arising out of
32 grievance and to make known the Association's views concerning the case.
33

34 **Section 4.3. Membership Information Provision.**

35 The names, work addresses, work assignments and salary information of employees in the respective
36 classifications will be provided monthly to the President of the Association and updated as changes in
37 personnel occur.
38

39 **Section 4.4. District Policies.**

40 The Association shall have access to all District Policies on the District website. District agrees to
41 provide copies of any 5000 series additions or revisions to the association.
42

43 **Section 4.5. Release Time for Meetings and Grievances.**

44 Designated Association Representatives shall be entitled to paid release time for meetings and grievances
45 scheduled by the District during working hours. Such paid release time shall not exceed the actual work
46 time lost.
47
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1 **Section 4.5.1. PSE State Board Leave.**

2 Release time may be granted upon request for members of the board of directors of PSE 1948 at
3 the state level for regularly scheduled board meetings. All costs associated with the employee's
4 absence will be reimbursed by PSE 1948. Requests for release time will be handled through the
5 Human Resources Department.
6

7 **Section 4.6. Use of District Mail Service.**

8 The Association shall have the right to reasonable use of the District's email, internal mail service and
9 mailboxes; provided, however, all materials for each building will be addressed to one building
10 representative for distribution.
11
12
13

14 **ARTICLE V**

15 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

16 **Section 5.1. Matters Appropriate for Consultation and Negotiation.**

17
18 It is agreed and understood that matters appropriate for consultation and negotiation between the District
19 and the Association are general working conditions of employees in the bargaining unit subject to this
20 Agreement, and any other items stipulated by law.
21
22

23 **Section 5.2. Consultation on Matters not Covered by the Agreement.**

24 It is further recognized that this Agreement does not alter the responsibility of either party to meet with
25 the other party to advise, discuss or consult regarding matters concerning working conditions not covered
26 by this Agreement.
27

28 **Section 5.3. Reductions of the Bargaining Unit Work Force.**

29 When reductions of the bargaining unit work force are being contemplated, the District shall first consult
30 with the School Board, and then consult with the Association as to the necessity for and the manner of
31 such reduction prior to any public announcement in any media forum, i.e., radio, TV, internet, and/or
32 newspaper media.
33
34
35

36 **ARTICLE VI**

37 **ASSOCIATION-MANAGEMENT RELATIONS**

38 **Section 6.1. Review of Appropriate Matters.**

39
40 This Article allows for the review of matters appropriate for discussion between the parties, given
41 consideration to mutual concerns pertaining to the Transportation, Food and Nutrition and Warehouse
42 departments.
43
44

45 **Section 6.2. Representation.**

46 The Association shall designate representatives from each of the following classifications: warehouse
47 (1), dispatcher (1), mechanic (1), food & nutrition (2), and transportation (2), plus the president(s) with

1 an open invitation to the Public School Employees (PSE) representative, to meet with the Executive
2 Director for Human Resources and/or designated representative.

3
4 **Section 6.3. Meeting Schedule.**

5 The joint meeting between the Association and the District staff shall be held monthly or on an agreed
6 upon basis.

7
8 An Association and District staff member shall select the appropriate day and time for such meetings.
9

10
11
12 **ARTICLE VII**

13
14 **DEFINITIONS**

15
16 **Section 7.1. Twelve (12) Month Employee.**

17 An employee who is on a regular scheduled basis, eight (8) hours or less, on a twelve (12) month basis.
18

19 **Section 7.2. School Term Employee.**

20 An employee who is on a regular scheduled basis, eight (8) hours or less with work days established with
21 the school calendar.

22
23 **Section 7.2.1. Food and Nutrition Extra Work.**

24 Includes, however, is not limited to: catering, school functions requiring Food and Nutrition
25 employees and Summer Meals Program.

26
27 **Section 7.3. Substitute Employee.**

28 An employee hired on an interim basis, usually to fill in for the absence of a regularly scheduled
29 employee.
30

31 **Section 7.4. Transportation Specialist.**

32 An employee who is a regular or special ed school bus driver. An employee who regularly drives a
33 school bus route.
34

35 **Section 7.4.1. Relief Driver.**

36 An employee who is assigned a scheduled shift daily, to be available to drive AM-PM school
37 bus routes/and other duties. This position will be considered a regular position and receive a
38 DAT.

39
40 A Relief Transportation Specialist is an authorized School Bus Driver, who will be guaranteed
41 a 6-hour DAT, and receive benefits, whose duty and responsibility is to take any assignments
42 from the Dispatchers on a School District needed basis. This is a Home to School, School to
43 Home position that can be assigned any route or route piece at the discretion of the District.
44 This employee can attain as many as 40 hours of work a week.

- 45
46
 - These employees can bid on Trips, and daily vacant Mid-days based on PSE Seniority
47 Roster. However, the Trips cannot interfere with the Home to School assignments.

- Once a Driver is offered one of these positions, they must stay in the position for 45 days or until the next scheduled Incentive Quarterly period.
- These home to school assignments will be between the hours of 5:30 AM and 6:30 PM.

Section 7.5. Vacant Position.

Any newly created position to be filled or any previously existing or continuing position to be filled to which no incumbent will be assigned by the District. A vacant position for drivers is a run or route which has been regularly transported for thirty (30) days with no re-employment rights of an employee to that run or route. If qualified relief drivers are available, such positions shall be filled by seniority from the pool of relief drivers.

Section 7.6. Assignment.

The classification, location, and hours of work into which an employee is placed by the District.

Section 7.7. Reassignment.

An employer or employee-initiated action seeking to change the employee's location and/or hours of work in accordance with available locations or hours posted under Section 8.1.2.

Section 7.8. Transfer.

An employer-initiated action to change an employee's location or hours of work or both.

Section 7.9. Promotion.

An employer-initiated action which raises an employee to a position within the general job classification, with a higher salary scale.

Section 7.10. Accumulated Sick Leave.

Sick leave not used during the work year in which it is earned and carried forward to the following years.

Section 7.11. Route/Package.

A route/package is a combination of all of the transportation specialist's daily/weekly work assignment.

Section 7.12. Basic/Base Route.

The basic/base route is the combination of a regularly assigned A.M. run or set of runs, a midday run or set of runs, and a regularly assigned P.M. run or set of runs. Regular or special education.

Section 7.13. Run.

A run is a portion of a route.

Section 7.14. Mid-Day Run.

This is a run that transports students from home to school or from school to home after the regularly assigned A.M. basic route and before the regularly assigned P.M. basic route.

Section 7.15. Shuttle Run.

This category is that set of routes that exist to transport student between school and/or learning centers for instruction during the regular school day.

1 **Section 7.16. Average Daily Assigned Time. (DAT)**

2 Average daily assigned time is the weekly sum of daily assigned time divided by five (5) (for five (5)
3 days in the week).

4
5 **Section 7.17. Date of Hire (hire date/longevity date).**

6 The Date of Hire is the day the employee was hired by the District as a regular employee. Date of hire or
7 hire date is used to determine longevity-based benefits, such as pay step (See Section 16.35.)

8
9 **Section 7.17.1. Seniority Date.**

10 Seniority date and hire date may be the same. They will differ when an employee changes
11 classifications within the bargaining unit. Seniority date is used for determining preferences
12 within classification where decisions are made on the basis of seniority. Seniority date is the date
13 an employee began service within their classification.

14
15 **Section 7.18. Leave Replacement.**

16 A person hired on a temporary basis to replace a regular employee on approved leave.

17
18 An employee performing work as a "leave replacement" substitute will have a seniority hire date that
19 coincides with the day they were assigned as a "leave replacement" if the employee works twenty (20)
20 hours per week continuously without a break in service, and is hired into a regular position. If a leave
21 replacement position runs to the end of the school year and the driver is then hired for a regular run that
22 begins no later than October 30th there will be no break in service.

23
24 **Section 7.19. Personnel Action Form (PAF).**

25 The Personnel Action Form (PAF) is a form that recognizes any type of personnel action or change.

26
27 **Section 7.20. Bid on Extras.**

28 Bid on Extras are extra duties bid by a transportation specialist after the bid process for the basic route.

29
30 **Section 7.21. Add On.**

31 An additional service for student transportation that is added to a run after the bid process.

32
33 **Section 7.22. Late Extra Duty Trips.**

34 Any trip that becomes available after the bid process.

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37
38 **ARTICLE VIII**

39
40 **HOURS OF WORK AND OVERTIME**

41
42 **Section 8.1. All Employees.**

43
44 **Section 8.1.1. Work Week.**

45 The regular work week for employees covered by this Agreement shall begin at 12:01 am on
46 Sunday of each week and end at 12:00 midnight the following Saturday. Any consideration of a
47 change shall be reviewed with the Association before implementation.



1 **Section 8.1.2. Work Shift.**

2 The regular shift will be eight (8) hours per day, with daily/weekly work shifts assigned in
3 seniority order with a scheduled unpaid lunch period as close to the middle of the shift as
4 possible. In addition, there will be a paid fifteen (15) minute break in the first half and second
5 half of the shift.
6

7 An employee may be assigned a work shift less than eight (8) hours per day. Such employee
8 shall be allowed a rest period of at least ten (10) minutes not to exceed fifteen (15) minutes for
9 each three and a half (3 1/2) hours of working time. An uninterrupted thirty (30) minute lunch
10 period commencing no less than two (2) hours nor more than five (5) hours from the beginning
11 of the shift will be non-paid and considered to be on the employee's own time. The employee
12 shall not be required to work more than five consecutive hours without a meal period.
13

14 **Section 8.1.3. Posting of Positions.**

15 The District shall publicize within the bargaining unit for five (5) working days the availability of
16 positions as soon as possible after the District approves the opening (twenty (20) work days
17 maximum unless delay caused by process of filling followed in good faith). A copy of the job
18 posting shall be forwarded to the President of the Association. The District may reassign
19 employees to vacant positions for the posting and filling period. The District will communicate
20 monthly with the Association on the status of the vacant position until filled.
21

22 **Section 8.1.4. Seniority Posting.**

23 The District will post in each job location a seniority list of employees within classifications.
24 Such lists are to be posted in November or upon request of the PSE President.
25

26 **Section 8.1.5. Compensatory Time.**

27 Compensatory time will be available to all employees. Time worked beyond forty (40) hours per
28 week will be compensated at one and one-half (1 1/2) times the regular hourly rate for each hour
29 worked. The decision to receive pay or compensatory time will be at the option of the employee,
30 and meet all federal and state requirements.
31

32 **Section 8.1.6. Overtime.**

33 Overtime will be considered hours worked beyond forty (40) hours per week. Overtime will be
34 paid at one and one-half (1 1/2) times the employee's regular hourly rate. The District will make
35 every reasonable effort to assign planned overtime by seniority on a rotation basis. The decision
36 to receive pay or compensatory time will be at the option of the employee and meet all federal
37 and state requirements.
38

39 **Section 8.1.7. Temporary Higher Classification Pay.**

40 Employees requested to work a minimum of two (2) hours of a shift regularly filled by a higher
41 classification employee shall receive compensation equal to that normally received by the
42 employee in the higher classification beginning on the third (3rd) continuous workday in the
43 higher position retroactive to the first day in the higher position.
44

45 **Section 8.1.8. Pay Schedule.**

46 Employees covered by this Agreement will be paid their annual wages in twelve (12) equal pay
47 periods as reported within the District procedures and timelines and authorized on time slips.

1 Employees on a DAT will be paid for actual time worked in September and prorated for eleven
2 (11) equal pay periods thereafter.

3
4 **Section 8.2. Food and Nutrition Employees.**

5
6 **Section 8.2.1. Work Shift.**

7 Each employee will be assigned in advance to a definite shift with designated times of
8 beginning and ending. Catering positions may be offered, by seniority, and will be assigned a
9 variable workday and/or work week.

10
11 **Section 8.2.2. Extra Work.**

12 Annually, the Food and Nutrition Director will have those cooks and cook helpers interested in
13 extra work, for other functions and activities sign up on an extra work roster. The roster will
14 allow said employees to sign up for extra work in other facilities.

15 When a function is to take place in a school requiring Food and Nutrition extra work, the first
16 preference will be the employees assigned to the facility based on seniority except for the
17 summer lunch program, work shall be awarded by seniority to interested employees. If there are
18 no employees available for the extra work at the facility, the employees on the extra work roster
19 desiring work at other facilities will be given the opportunity for the extra work on a rotational
20 basis.

21
22 If there are no employees available for extra work from the extra work roster, the Director of
23 Food and Nutrition will use whatever is necessary to provide the services.

24
25 **Section 8.2.3. Food and Nutrition Work Year.**

26 Food and Nutrition employees shall be offered available work during the days of student
27 attendance. In the event employees are not able to perform regular duties, available alternate
28 work will be offered by seniority as delegated by the District.

29
30 Some bargaining unit members may be assigned a shorter work year if the school attendance
31 calendar for a group of children contains less than the student attendance days for regular
32 programs required by law.

33
34 The parties will meet annually and confer to review available work assignments and impact of
35 cost on operations. Annually, by November 1, the District will provide a list of employees by
36 school locations to each kitchen. In the event of closed school, delayed starts, road closures or
37 strikes, bargaining unit members will be advised regarding whether to report for other duties
38 assigned. This section does not apply in the event of natural disasters.

39
40 **Section 8.2.4. Additional Hours.**

41 The District will evaluate open positions and assignment of additional hours to employees. If
42 the District believes the duration of additional hours assigned to the employee will exceed sixty
43 (60) workdays, the employee will be granted additional leave benefits for the period of time
44 working the additional hours.

45
46 When additional time up to two (2) hours is available within a school, the District will follow
47 this process to assign hours:

- 1 1. Offer the available time to the most senior employee in the same position in the school who:
 - 2 a. Is available at the District specified time; and
 - 3 b. Has the qualifications, performance, and ability; and
 - 4 c. Will not exceed eight (8) hours per day.
- 5 2. If time is turned down by the senior employee, that time may then be offered to the next
- 6 senior employee in the same position in the school.
- 7 3. If no employee within the school is available or accepts the additional time, the District may
- 8 post the time.

9
10 **Section 8.2.5. Minimum Time for Duty Calls.**

11 Employees will be paid a minimum of two (2) hours at the appropriate rate for all duty calls.
12 The District will make every reasonable effort to call back in seniority rotation order employees
13 who have completed their shift.

14
15 **Section 8.3. Transportation Specialists.**

16
17 **Section 8.3.1. Daily Assigned Time.**

18 Annually, the District will review the student needs for transportation services. Runs will be
19 established to meet these needs.

20
21 Transportation specialists will be paid a two (2) hour minimum for each regularly assigned
22 A.M./P.M. basic route. During scheduled early release days transportation specialists who return
23 to work during the regularly scheduled take home PM shift to do one or more of the regularly
24 assigned PM route, will claim a two (2) hour minimum. Other duties may be assigned to fill the
25 two-hour minimum. Management will determine when time will continue between runs. Unless
26 there is less than one-half (1/2) hour between runs, time will continue.

27
28 During early release, some transportation specialists who do not normally work between the
29 hours of 9:30 a.m. and 1:30 p.m. will be expected to report during this time frame. Employees
30 will work their regular DAT as they would on non-early release days.

31
32 Decisions whether to carry forward basic routes to the following year will be made in
33 consultation with PSE. During the course of the contract, management has the right to make
34 assignment and adjustment changes as is appropriate. Special needs routes will be bid annually
35 by seniority by the employees who provided special needs basic route service the previous year.
36 Seniority bidding rights shall apply when newly created special needs and/or basic routes become
37 available.

38
39 During the course of a school year, basic route changes may occur that negatively affect a senior
40 transportation specialist. If the change reflects a reduction in time to the original basic route of
41 thirty (30) minutes or more, and the employee has not been offered an opportunity by seniority if
42 work is available to regain such time, the employee will notify the Director of Transportation in
43 writing by May 1 of their wish to regain the time loss prior to the start of the upcoming school
44 year. If there are no basic routes prior to the start of the upcoming year that offers the employee a
45 gain to the original basic route, the Director of Transportation will make the necessary
46 adjustments to replace the loss to basic routes.

1 At the beginning of each school year, or as non-180 day programs begin, transportation
2 specialists will bid on regular extra runs by seniority.

3
4 Following the bidding process, daily assigned times will be established for each transportation
5 specialist. The employee may have a union representative as an adviser in any meeting discussing
6 DAT between management and an employee. This process will be completed by October 10.

7
8 Student absences shall not reduce a transportation specialist's daily assigned time for payroll and
9 PAF purposes.

10
11 **Section 8.3.2. Daily Assigned Time Alterations.**

12 Daily assigned time packages that become available during the school year will be posted for at
13 least a period of five (5) working days unless a shorter period is agreed to by the association. The
14 most senior transportation specialist desiring to bid for a daily assigned time package must
15 demonstrate a minimum change of thirty (30) minutes to their existing average daily assigned
16 time package.

17
18 When a daily assigned time package consists of the basic route only, any transportation specialist
19 who can demonstrate a change of a minimum of thirty (30) minutes over their existing basic route
20 may bid. A transportation specialist may bid from a regular basic route to a special needs open
21 basic route with a decrease, increase, or no change to daily assigned time. A transportation
22 specialist may bid from a special needs basic route to a regular open basic route with a decrease,
23 or no change to daily assigned time. If the transportation specialist desires, their existing regular
24 extra runs will continue to be assigned to them based on efficiency. The District reserves the right
25 to break apart vacated basic routes or daily assigned time packages prior to bidding.

26
27 Basic routes that are created before October 10 will be posted. Any transportation specialist may
28 bid from a regular route to a new special needs route or a special needs route to a new regular
29 route. The one-half (1/2) hour bar will not apply in this situation. Following the first transfer of
30 staff, the one-half (1/2) hour bar will be effective. However, if a transportation specialist is to be
31 considered qualified to transport special needs students, the transportation specialist will be
32 required to complete training classes related to special students and the special care this area of
33 transportation requires. No transportation specialist will be allowed to drive special needs
34 students without the annual special needs training course.

35
36 Transportation specialists may bid to transfer from a mid-day, regular activity run to a different
37 midday, regular activity, such as midday to regular activity, with no increase to daily assigned
38 time. However, if transportation specialists are bidding on the same service, such as midday to
39 midday, the employees must demonstrate a minimum change of thirty (30) minutes to their daily
40 assigned time regardless of special needs or regular education status of the run.

41
42 As services are added or changes occur, services will be combined with other services, based on
43 efficiency, and then seniority, or offered as a bid on extra. After daily assigned times are
44 established, any extra bid on work will be posted and bid by seniority, based on efficiency. Bid
45 on work is defined as extra or additional runs, or time added because of new programs, and does
46 not apply to special needs routes where a student is added. In these cases, work will be assigned
47 by efficiency, then by seniority. Senior transportation specialists have the right to fulfill a forty
48 (40) hour work week first.

1 Prior to the start of a school year, any transportation specialists who wishes to give up their
2 existing basic route may do so. Such specialists will be given the opportunity to bid for any open
3 basic route by seniority.
4

5 All permanent changes to daily assigned time of at least one-half (1/2) hour or resulting in an 8-
6 hour day/40-hour week will result in an amended PAF for determining benefits. The end of a
7 program or student program assignment will affect daily assigned time.
8

9 **Section 8.3.3. Pre-Post Trip.**

10 Pre-trip and post-trip duties and procedures will be determined by management, and State/Federal
11 school transportation regulations.
12

13 Transportation Specialists will include in their daily assigned time fifteen (15) minutes pre-trip
14 for the first and last route of the day. Shuttle routes will also include a fifteen (15) minute pre-trip.
15 Such routes will include a fifteen (15) minute post-trip (to allow for cleaning and fueling), unless
16 it goes from one route to another.
17

18 Transportation specialists will include in their daily assigned time fifteen (15) minutes for a pre-
19 trip and fifteen (15) minutes for post-trip duties for other routes. If a transportation specialist
20 assignment requires the specialist to go directly from one route to another, no pre-trip or post-trip
21 will be necessary between runs or routes.
22

23 **Section 8.3.4. Driving Time Limitation.**

24 Transportation specialists will not be allowed to establish daily assigned times DAT in excess of
25 forty (40) hours per week, including pre-trip and post-trip time, except for emergencies.
26

27 The parties recognize that Holidays are not time worked for the purpose of triggering overtime
28 pay. On a week when there is a holiday(s) the forty (40) hour employment restriction will be
29 extended to maximum number of hours which would not require the payment of overtime.
30

31 During a normal workday, duties related to the transportation operation may be assigned to fulfill
32 a two (2) hour minimum during this time.
33

34 Paid time shall begin at the start of the pre-trip and end following a route or run post trip.
35

36 **Section 8.3.5. Extra Duty Trips.**

37 Transportation specialists will not be allowed to bid on or accept daily trips that interfere with
38 their regularly assigned duties unless it provides a minimum gain of two (2) hours.
39

40 A list of trips which have been processed through the transportation office will be bid weekly by
41 seniority. Late extra duty trips will be offered to the next transportation specialist in line
42 following the last bidding transportation specialist from the extra duty trip list. This will be done
43 in descending order of seniority. The extra trip bidding process will be determined by the District,
44 in consultation with the association. The District developed bidding process will not require
45 attendance by the transportation specialist.
46

1 The extra duty trip window will be opened for 24 hours weekly on a five-day workweek for a
2 school year employee. If the workweek is less than 5 days for a school year employee, the bid
3 window will be adjusted appropriately and the bid window will be advised to staff ahead of time.
4

5 All trips received before this bid window will be bid at this time. Trips will be bid out by
6 seniority first to regular transportation specialists at regular time. Then substitute transportation
7 specialists will be awarded trips at regular time. At the end of this process all remaining trips will
8 be awarded by seniority, from the top of the list, first to regular transportation specialists, at an
9 overtime rate, then to substitute transportation specialists, at an overtime rate. The late extra duty
10 trip bid process will mirror this format. This process will be completed by the last workday of the
11 workweek when reasonably possible.
12

13 The minimum call out time for extra duty trips shall be two (2) hours, unless combined with other
14 routes or other assigned duties to create a minimum of two (2) hour work route.
15

16 If an extra duty trip is canceled by the district less than four (4) hours before departure time, the
17 employee will be paid a two (2) hour minimum. If a driver has started pre-trip process and the trip
18 is cancelled, the driver will be paid a three (3) hour minimum, unless the trip is combined with
19 other trips, routes or other assigned duties to create a two (2) hour minimum or the employee will
20 be placed at the top of the trip roster for the upcoming week in the order that the employee bid on
21 the trip, unless the trip was scheduled to be two (2) hours or less. In this case, two (2) hours of pay
22 would be paid, but the transportation specialist will not be placed back on the trip roster.
23

24 In an emergency situation, such as no regular or substitute employees are available in regular or
25 overtime or equipment is not available, service for extra duty trips may be provided by another
26 means. A list of such trips shall be provided to the association upon request.
27

28 When an activity requires transportation of nine (9) or fewer students to a specific site/event, a
29 van/motor pool vehicle may be used and the District may authorize a coach or activity leader to
30 drive. The trip may also be submitted to transportation for bidding.
31

32 District buses will be driven by personnel from PSE work group holding valid credentials.
33

34 **Section 8.3.5.1. Trip Bidding.**

35 Extra duty trips will be offered to a transportation specialist by seniority on a weekly
36 basis.

- 37 1. A transportation specialist cannot give up regularly scheduled work to avoid
38 exceeding a forty (40)-hour work week to accept extra trips.
- 39 2. Extra trips cannot interrupt an employee's regularly assigned duties unless:
 - 40 a. The extra time would cause the employee to increase their time by a minimum of
41 two (2) hours.
 - 42 b. The district approves that substitute coverage will be available to cover the missed
43 regular route.
- 44 3. A late extra duty trip will be awarded with a gain of at least 30 minutes. A transportation
45 specialist may only bid on and be assigned one trip per week which conflicts with
46 their regularly assigned time unless the district has approved.

- 1 4. The trip sheet shall be available on the immediate day preceding the trip bidding. A
2 readily available electronic posting may substitute for a trip sheet. Trips will be
3 numbered.
- 4 5. Trips will be bid on in order of seniority each week. More than one trip per employee
5 per week is a possibility. It is to the responsibility of each employee notify the
6 district of extra trips offered if such a trip will put them over the forty (40)-hour
7 workweek. If the trip time increases after the bid process the driver does not have to
8 relinquish the trip if it would put them over a forty (40)-hour workweek.
- 9 6. The order of seniority will not be altered except as stated in this agreement.
- 10 7. A trip that has been accepted in good faith will not be taken away from the recipient
11 of the trip.
- 12 8. When a supervisor approves that an employee is unable to bid trips during their
13 regular paid time, a driver may timesheet up to 30 minutes per week for time spent
14 bidding trips.
- 15 9. For unique situations (such as Lacey Loves to Read, Day of Champions etc.), an
16 agreement with the association to an in-person bid meeting may be held. This meeting
17 will typically be held on a Thursday. Drivers attending will be paid for the duration of
18 the bid meeting, with a minimum of one hour at regular wages. Bid process will be
19 determined in consultation with the association. Cancellations made by drivers at least
20 two weeks before the event will not result in loss of bid rights. Behind the wheel
21 trainer group will be available for such assignments by the District in these situations.
- 22 10. For trip bidding purposes, substitutes will be assumed to have a six-hour DAT.

23 **Section 8.3.5.2. Trip Cancellation Consequences.**

24 If trips are cancelled by the driver after bidding closes, the driver will miss the
25 opportunity to bid on the next rotation. The consequences will be progressive, the first
26 time the driver will be held out of one rotation, the second time two (2) rotations, etc.
27

28 **Section 8.3.6. ASB Transportation.**

29 Money raised by students and held in the Associated Student Body (ASB) Account may be used
30 to provide any type of transportation desired by the students that complies with federal and state
31 safety standards. A list of such trips shall be provided upon request to the association.
32

33 **Section 8.3.7. Non-Funded Student Trips.**

34 A roster of the known special request trips shall be provided to the PSE Transportation Chapter
35 Representative or Vice President, on a monthly basis.
36

37 Student groups, clubs, and activities that do not receive any funding or have exhausted funding for
38 field trip activities may be transported by any means deemed appropriate by the District.
39

40 **Section 8.3.8. Substituting Situations.**

41 Substitute transportation specialists will be used to replace regular transportation specialists
42 absent from their daily assigned duties. Regular transportation specialists will act as substitutes
43 during times they are not already driving, by seniority.
44

45 When the District is aware a transportation specialist is going to be off twenty (20) work days or
46 more, the bid on the DAT will be bid out for substitution to the most senior transportation
47 specialist.
48

1 **8.3.8.1. Midday Substitution.**

2 When the absence is expected to be of four (4) or more mid-days the assignment will be
3 bid for the duration of the absence. The transportation specialist will remain in the
4 assignment for the duration of the absence. The posting will be informal. Relief drivers
5 or behind the wheel trainers will fill midday substitutions when no other drivers are
6 available.

7
8 **Section 8.3.9. Overnight Trips.**

9 For overnight trips, the transportation specialist will be paid for a minimum of eight (8) hours per
10 day for each day of the overnight trip. During the trip, if a transportation specialist drives or is on
11 duty more than eight (8) hours, the transportation specialist will be paid for the actual time
12 driven, duty time or a combination of the two. On the departure day, the transportation specialist
13 will be paid for work performed prior to the trip departure and trip driving time or a minimum of
14 eight (8) hours. On the return day, the transportation specialist will be paid for trip driving time
15 and any regular hours worked on the return to the District.

16
17 Transportation specialist will be paid in advance or provided a means for meals and lodging for
18 overnight trips in accordance with District policies. No transportation specialist will be required
19 to chaperone, share a room with a student or staff member. Gender will not be a consideration
20 when extra trips are bid.

21
22 **Section 8.3.10. Transportation Specialists Work Year.**

23 Transportation specialists shall be offered available work during the days of student attendance.
24 In the event transportation specialists are not able to drive their buses, available alternate work
25 will be offered by seniority as delegated by the District.

26
27 Pay shall be for actual time worked to the nearest quarter hour.

28
29 In the event there is an emergency early release of students for any reason, transportation
30 specialists will be paid their daily assigned time.

31
32 Alternate work assignments due to interruption in employment caused by road closures or strikes
33 by other groups shall be no less than six (6) hours per day up to a maximum of daily assigned
34 time.

35
36 Transportation specialists will have the opportunity to use personal leave time for any time lost
37 from the normal workday for early release, late start, or road closure school days.

38
39 **Section 8.3.10.1. Bid Process for Summer Work – Bidding Rules.**

40 Assignments will be bid in order of seniority (proxy bidder okay). Drivers can only bid
41 on one assignment during each round. No Driver can bid a Field Trip that will interfere
42 with their Summer Route unless there is a two (2) hour gain. Some routes may be less
43 than two (2) hours. Employees may claim two (2) hour minimum pay; however, the
44 entire two (2) hours must be worked in Transportation.

1 **Section 8.4. Mechanics.**

2
3 **Section 8.4.1. Work Shift.**

4 The mechanics normal work hours, during the term of the contract, shall be assigned between 4
5 a.m. and 5 p.m. However, the District reserves the right to expand the hours. If the District
6 changes the daily work schedule to include a swing shift (3 pm to 12 am), or a graveyard shift
7 (10 pm to 6 am), a shift differential will be paid at +2% for swing shift and +3% for graveyard
8 shift of standard wage placement according to appendix B. Shift differential is paid for the
9 entire shift if 51% of the hours worked are scheduled during the applicable shift.

10
11 **Section 8.4.2. Scheduled Work by Safety Standards.**

12 Bus mechanics will be scheduled in concert with safety standards. It is the District's intent to have
13 a minimum of two (2) mechanics work a shift when work is being performed that the District
14 considers as potentially hazardous. Potentially hazardous work would include, but not be limited
15 to, work done to the bus requiring the lift or work in the engine compartment when the engine
16 must be running.

17
18 If work is being performed that the District views as safe work that can be done alone, one (1)
19 mechanic may be on a shift.

20
21 Safe work would include such things, but not be limited to, data entry, inventory, seat repair,
22 engine work that does not involve vehicles to be lifted, stocking, light painting, and vehicle
23 accessory work.

24
25 **Section 8.4.3. Minimum Time for Duty Calls.**

26 Mechanics will be paid a minimum of two (2) hours at the appropriate rate for all duty calls,
27 including "run the roads" (evaluate roads in inclement weather). The mechanic "running the road"
28 will be reimbursed mileage for the use of a private vehicle at the District rate.

29
30 On call status will be assigned on a rotation basis from, lead creates a calendar rotation.

31
32 On call availability for the rotation should be based on thirty (30) minutes' drive time according
33 to Google Maps. The pay adjustment for on call status should be fifty cents (50¢) per hour
34 additional.

35
36 **Section 8.4.3.1. Stand By Status / On call pay.**

37 Standby status for on call rotation is being within thirty (30) minutes' drive time to the
38 transportation center according to Google Maps, carry the district assigned on call cell
39 phone, ability to respond to any situation involving a district vehicle or the transportation
40 center at any time during the assigned rotation period, and not have consumed alcohol
41 within a 24 hour period of rotation.

42
43 **Section 8.4.4. Substitute School Bus Driving.**

44 Mechanics will not be required to serve as substitute transportation specialists except when all
45 other regular and substitute transportation specialists are unavailable to transport students between
46 learning facilities. On such occasions, substitute assignments shall be made on a shift rotation
47 basis. If substitute school bus driving places the employee in an overtime situation, the mechanic
48 has the opportunity to decline the overtime.

1 All mechanics will be required to maintain a CDL, and appropriate endorsements for driving.

2
3 **Section 8.4.5. Clothing Allowance.**

4 The District will provide up to three-hundred seventy-five dollars (\$375) to all warehouse and
5 mechanic employees for the purpose of defraying the cost of boots and specialized clothing
6 specific to the role. Mechanic and Warehouse employees may purchase boots utilizing the
7 District procurement card during the period September 1 through November 1 annually by
8 making purchases. Itemized receipts will be submitted to the appropriate supervisor in
9 accordance with all procurement card procedures.

10
11 **Section 8.4.5.1. Reflective Safety Gear.**

12 All transportation and warehouse personnel must wear reflective safety vests or other
13 Class 1 safety garment at all times in the service center garage; while on duty; in the
14 service center yard; while out of buses or other transportation department vehicles, but
15 not at a school facility. For purposes of this requirement, “properly wear” means to
16 wear the reflective safety vest or Class 1 safety garment as the outer upper body
17 garment (over all other upper body apparel) with the reflective surfaces exposed on the
18 outer side of the vest/Class 1 safety garment to ready visibility. Class 1 safety garment
19 must have a minimum of 155 square inches of reflective material. These employees,
20 with the exception of warehouse and mechanics, will receive one-hundred twenty-five
21 dollars (\$125) per year for reflective wear for all transportation employees. Orders may
22 be submitted in November and June for such items.

23
24 **Section 8.4.5.2 Food Service Shoe Allowance.**

25 The District will reimburse up to one-hundred dollars (\$100) to all food service
26 employees working in kitchens for the purpose of purchasing shoes with non-skid soles.
27 The period for purchase and submission of receipts is September 1st through November
28 1st.

29
30 **Section 8.4.6. Mechanic Professional Level Placement.**

31 New hires will be placed as mechanic assistant or mechanic based on meeting the requirements
32 of the position. Placement at mechanic for a person otherwise qualified will have the duration
33 of their 90-day probation to attain the required CDL, ASE, and First Aid certifications unless
34 otherwise agreed upon by district and bargaining unit representatives.

35
36 Advancement to Specialist 1, 2, and Master Tech requires meeting the ASE certification and
37 continuing education requirements. ASE certifications must be current to advance, and
38 continuing education hours must be performed during current level of placement and are valid
39 for two (2) years from completion.

40
41 **Section 8.4.6.1. Mechanic Professional Level Requirements.**

42 Mechanic Assistant: No experience required.

43 Mechanic: ASE T-8 (Truck PMI) and 2 yr. Auto/Diesel course completion or 3 yrs.
44 Auto/Diesel repair experience, or 4 yrs. as mechanic assistant with NTPS.

45
46 Specialist 1: ASE 3 (School Bus/Truck [or Auto for WF mech]) 40 hrs. of approved
47 CTE, 2 yrs. as mechanic w/NTPS.

48 Specialist 2: ASE 5, 40 hrs. approved CTE, 1 yr. at Specialist 1 w/NTPS.

1 Master Tech: (School Bus/White fleet) School Bus or Automotive ASE Master Tech
2 Status (appropriate to position), 40 hrs. approved CTE, 1 yr. as Specialist 2 for NTPS.
3

4 **Section 8.5. Warehouse and Dispatchers.**

5
6 **Section 8.5.1. Minimum Time for Duty Calls.**

7 Employees will be paid a minimum of two (2) hours at the appropriate rate for all duty calls. The
8 District will make every reasonable effort to call back, in seniority rotation order, employees who
9 have completed their shift.
10

11 **Section 8.5.2.**

12 Overtime will be considered hours worked beyond forty (40) hours per week. Overtime will be
13 paid at one and one-half (1 ½) times the employee's regular hourly rate. Job specific overtime
14 will be offered on a weekly rotation basis and by seniority for Food and Nutrition/warehouse
15 employees. The decision to receive pay or compensatory time will be at the option of the
16 employee and meet all federal and state requirements.
17

18 **Section 8.5.3. Minimum Time for Duty Calls – Warehouse.**

19 Warehouse employees will be paid a minimum of two (2) hours at the appropriate rate for all
20 duty calls where the employee is called in to a location. Phone call time will be time-sheeted at
21 regular time.
22

23 The District will call back the lead first then other staff.
24

25 **Section 8.6. Video Cameras, Audio Recording and GPS Units (electronic monitoring devices).**

26 The District and the Association agree that this section covers all bargaining unit members. The
27 purpose of video cameras, audio recordings and GPS units, and other electronic monitoring devices in
28 workplaces is to provide general safety concerns, not to evaluate or monitor employee performance.
29 However, this section does not pertain to criminal or professional misconduct investigations.
30

31 Video, audio, and GPS may be used like any other evidence in cases involving safety concerns or
32 allegations of employee misconduct, but shall not be used to monitor employee performance. Video,
33 audio, and GPS evidence can be used to confirm or deny specific allegations that could result in
34 employee discipline.
35

36 **Section 8.6.1.**

37 Drivers and their union representative may view video, audio, and GPS of their run upon
38 request to their supervisor. Video, audio, and GPS will not be reviewed by non-supervisory
39 employees, unless it is an emergency situation or part of a training program of which the
40 employee is aware.
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ARTICLE IX

HOLIDAYS AND VACATIONS

Section 9.1. Holidays.

Employees shall receive the following paid holidays:

Transportation Specialist, Food and Nutrition

1. Veterans' Day
2. Thanksgiving Day
3. Day After Thanksgiving Day
4. Christmas Eve Day
5. Christmas Day
6. New Year's Day
7. Martin Luther King Jr. Day
8. Presidents' Day
- 9/10. Two Days During Spring Break
11. Memorial Day

Mechanics, Warehouse, Dispatchers

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

For these paid holidays employees, with the exception of transportation specialists, shall receive their regular rate of pay for the number of hours they are regularly scheduled. Transportation Specialists shall receive their daily assigned time (DAT). When a holiday occurs on Saturday, Sunday, or during spring break, transportation specialists will receive holiday pay based on average daily assigned time. To be eligible for paid holidays, employees must work their last scheduled shift preceding the holiday and their first scheduled shift following the holiday; however, employees who do not work either of the above-mentioned shifts may receive the holiday pay if they were on pre-approved paid leave as provided in Article X.

Section 9.1.1. Juneteenth

If the holiday Juneteenth occurs within a transportation specialist or food and nutrition employee's calendar for a given school year, the employee shall receive a paid holiday for that day. Said calendar shall include snow makeup days.

Section 9.1.2. Attendance Incentive Program.

An employee must work their assigned shift in a regular position to be eligible for this program. To be eligible for this award, the employee must be a current employee at the commencement and conclusion of the award period (however, employees who satisfy these requirements but the awards are delayed for administrative reasons shall be considered as current employees, e.g., employees who retire or resign and have completed their calendar year). The award shall not be available to those employees who have been suspended without pay for disciplinary or related reasons.

Attendance incentive awards qualifying period will be quarterly. Incentives shall be awarded to any eligible employee who is not absent from work anytime for leave without pay, except for jury duty, industrial injury, or time off for legal action undertaken by the Workers' Compensation Trust, or leave due to required quarantine or isolation. Employees in deduct



1 status at any time during the award period shall not be eligible. District approved personal days,
2 or bereavement leave shall receive the attendance incentive award as outlined below. Payment
3 shall be made with the regular February and July pay.
4

5 Unit members who are eligible for incentive pay will be paid one (1) additional day of pay at
6 the Daily Assigned Time during the period. Attendance incentive awards will be academic
7 quarters.
8

9 **Section 9.2. Mechanics, Dispatchers, and Warehouse Employees Annual Leave.**

10 Employees shall accrue vacation days on a monthly basis. Annual leave will be earned at the rate of at
11 least one (1) prorated (1.0 FTE) working day per month. Credit for a day's vacation will be given if
12 twelve (12) or more days are worked during the calendar month. All 260/243-day employees shall earn
13 additional vacation days according to the formula below:
14

<u>Years of Service</u>	<u>Days Earned</u>	<u>Rate/Month</u>
15 1 st	12	1.0
16 2 nd	13	1.08
17 3 rd	14	1.17
18 4 th	15	1.25
19 5 th	16	1.33
20 6 th	17	1.42
21 7 th	18	1.5
22 8 th	19	1.58
23 9 th	20	1.67
24 10 th	21	1.75
25 11 th	22	1.83
26 12 th	23	1.92
27 13 th	24	2

28
29
30 Employees may carry over accrued vacation to be used in the following year by mutual agreement of
31 the employee and the employer provided, maximum accrual of such vacation shall not exceed forty
32 (40) days.
33

34 Employees who desire to take their vacation during the summer months shall submit to their supervisor
35 their request in writing prior to April 15 for the year in which such vacation will occur. Vacations
36 desired other times of the year must be requested at least one (1) month prior to the first day of the
37 vacation. Subject to modification due to workload requirements and schedules, employees shall be
38 granted vacation for the time stipulated.
39

40 Employees will not be recalled from vacation except in an emergency to be determined by the Director
41 of Transportation or designee.
42

43 When employees separate from service by reason of resignation, layoff, dismissal, retirement, or death,
44 they are entitled to a lump sum payment of unused vacation leave. No contribution will be made to an
45 employee's retirement system for accrued vacation leave in excess of forty (40) days.
46

47 When a situation arises while an employee is on vacation leave for which the employee is entitled to
48 other leave (e.g., illness, injury, or bereavement), the employee shall be granted such a leave in lieu of



1 the approved vacation leave. Verification of the change of leave must be provided within fourteen (14)
2 days after returning to work indicating the type of leave requested and the circumstances requiring the
3 change in leave status.

4
5 **Section 9.2.1.**

6 For purposes of determining leave accrual, longevity is defined in Section 16.3.5. Should an
7 individual enter into a classification having already established credit on the vacation schedule, it
8 will be maintained.

9
10
11 **ARTICLE X**

12
13 **LEAVES**

14
15 For purposes of this article, immediate family is defined as spouse, domestic partner, children, parents,
16 sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law,
17 son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparents, and stepchildren, significant
18 relationships and/or legal custodial relationships.

19
20
21 **Section 10.1. Sick Leave.**

22
23 **Section 10.1.1.**

24 Each employee shall be credited twelve (12) sick leave days that shall be earned at the rate of one
25 (1) day per pay period.

26
27 Sick leave shall be vested when earned and may be accumulated to one hundred eighty (180)
28 days, or the maximum number of days in the employee's work year, whichever is greater. Those
29 days accumulated beyond one hundred eight (180) days will not be subject to Section 10.1.4
30 (Sick Leave Buy Back) but will be usable for extended illness and sick leave sharing.

31
32 The eligible credited sick leave days shall be converted to hours for cumulative and payment
33 purposes. For less than eight (8) hour employees, the days shall be credited in hours on the basis
34 of base hourly rate applicable to the employee's normal daily work shift or daily assigned route
35 time and adjusted monthly.

36
37 Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's
38 normal daily work shift or daily assigned route time; provided, however, that should an
39 employee's normal work shift or daily assigned route time increase or decrease subsequent to an
40 accumulation of days of sick leave, sick leave benefits will be paid in accordance with the
41 employee's normal daily work shift or daily assigned route time at the time sick leave is taken,
42 and the accumulated benefits will be expended on an hourly rather than a daily basis.

43
44 An employee who works ten (10) working days in any calendar month will be given credit for the
45 full month. The District recognizes one short month per year for school term employees, and
46 shall give credit for the short month if the employee works more than half of the working days for
47 the short month, i.e., five (5) days credit for a nine (9) working day month.

1 **Section 10.1.2. Sick Leave Utilization.**

2 Employees must notify their supervisor of a pending absence at the earliest possible time in order
3 that arrangements can be made for reassignment of their duties. Notice of a pending return also
4 must be given as early as possible to prevent unnecessary duplication of cost and service should
5 such service be provided. Accumulated leave will be available for utilization as needed; provided,
6 however, that in instances of an extended absence, beyond five (5) consecutive days, the
7 employee will provide a physician’s verification of the illness and fitness to return to work, as
8 may be required. Failure to submit such verification shall result in pay reduction for the time
9 missed. If the employee returns to work without prior notification of return and duplicate services
10 are provided, the employee shall not be compensated, unless the supervisor can reassign
11 temporarily the substitute employee.

12
13 **Section 10.1.3. Paid Family Medical Leave.**

14 Washington State Paid Family and Medical Leave (PFML). Commencing January 1, 2020,
15 employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the
16 Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave,
17 employees must have worked a minimum of 820 hours within the past calendar year. Such leave
18 shall be used consecutively with the employee’s other leave entitlements unless the employee
19 elects otherwise. The District shall pay the amount required by law and shall ensure ongoing
20 compliance with the law. When such leave is used for pregnancy/maternity disability, the District
21 shall maintain health insurance benefits during periods of approved PFML leave.

22
23 **Section 10.1.4.**

24 In the event employees are absent for reasons which are covered by Industrial Insurance caused
25 by or during employment with the District, then the District will pay the employee, according to
26 the rules established by Labor & Industries, an amount equal to the difference between the
27 amount paid the employee by the Worker’s Compensation Trust, and the amount the employee
28 would normally earn. A deduction shall be made from the employee's accumulated sick leave in
29 accordance with the amount paid to the employee by the District.

30
31 **Section 10.1.5.**

32 Each employee covered by this Agreement shall be entitled to participate in the Attendance
33 Incentive/Sick Leave Buyback program as authorized by the State of Washington.

34
35 **Section 10.1.6.**

36 Paternity – shall be considered approved use of sick leave. Verification by a physician is required
37 for absences of more than five (5) consecutive days. An employee’s accrued sick leave may be
38 used for an employee’s child with a health condition requiring treatment or supervision.
39 Verification by a physician is required for absences of more than five (5) consecutive days.

40
41 **Section 10.2. Family Illness and Bereavement Leave.**

42 In the event of illness in the immediate family of an employee, accumulated sick leave may be utilized.

43
44 Bereavement occasioned by death in the immediate family of an employee will constitute basis for
45 utilization of five (5) days of paid leave at or near the time of death which will not be subtracted from
46 sick leave or any other leave. One (1) day may be used for other family members not included in the
47 immediate family definition to be used once per school year. Bereavement may be extended upon prior
48 approval of two (2) additional days because of extenuating circumstances.



1 Employees' accrued sick leave may be used to care for a child of the employee with a health condition
2 that requires treatment or supervision. Use of leave other than accrued sick leave to care for a child under
3 the circumstances described in this section shall be governed by the terms of the appropriate collective
4 bargaining agreement or employer policy as applicable.

5
6 **Section 10.3. Planned Medical Leave.**

7 Upon application thereof, the District shall grant planned medical leave. Such leave shall commence at
8 such time as the employee and medical advisor deem necessary. Employees granted planned medical
9 leave must return to work not later than the date specified by the medical advisor. Employees granted
10 planned medical leave may, at their option, be allowed compensation for planned medical leave in
11 accordance with Section 10.1.1 above. Before returning to work, the employee must be certified by the
12 medical advisor as ready and able to return as per Section 10.1.2 above.

13
14 **Section 10.3.1.**

15 The employee shall be eligible for provisions of the Federal Family and Medical Leave Act
16 (FMLA). Employees are entitled to FMLA leave if they meet the eligibility requirements set for
17 in the Federal Family and Medical Leave Act. In the event the employee is not eligible under the
18 FMLA, the Washington Family Leave Act may apply (RCW 49.78).

19
20 **Section 10.4. Judicial Leave.**

21 When an employee covered by the Agreement is called for jury service in any municipal, county, state or
22 federal court, the employee shall advise the school district upon receipt of such call, and if taken from
23 work for such service, shall be reimbursed at the rate of pay as would normally be accrued during
24 performance of regular duties.

25
26 A leave of absence with pay shall be granted when an employee is subpoenaed to appear in court of law
27 if the basis for the subpoena relates to the employee's work responsibilities with the District. This leave is
28 not intended to cover personal litigation of the employee or litigation involved in labor disputes with the
29 employer.

30
31 **Section 10.5. Leave of Absence.**

32
33 **Section 10.5.1.**

34 Upon recommendation of the immediate supervisor through administration channels to the
35 Superintendent or designee, an employee may be granted a leave of absence through the end of
36 the current school year. This leave may be extended into the next school year but not to exceed
37 one full year. Leave requests shall be submitted to the District on or before April 1 of the year
38 preceding the year of the leave, except in emergency conditions.

39
40 **Section 10.5.2.**

41 The returning employee will not necessarily be assigned to the identical position occupied before
42 the leave of absence. The employee shall be reinstated to a position equivalent in duties and
43 hourly rate to that held at the time the request for leave of absence was approved. The District
44 will post Leave Replacement Positions using the normal posting process once the District has
45 approved a Leave of Absence. Employees who are on a Leave of Absence forfeit their route and
46 DAT. The Leave of Absence employee will be allowed to bid on an open position for the
47 upcoming school year based upon their new position on the seniority schedule.

48



1 **Section 10.5.3.**

2 The employee will retain accrued sick leave and seniority rights while on leave of absence.
3 Seniority shall accrue while in paid status. When an employee is in unpaid status due to sick or
4 medical leave, seniority shall accrue for a maximum of six months. During other leaves, seniority
5 shall not accrue, except as outlined in Section 11.6. For leaves granted for which seniority does
6 not accrue, the District shall adjust the employee’s seniority date by the same number of days as
7 in unpaid status. Employees and the Association will be provided notice in writing whenever
8 their seniority date is changed by the District.
9

10 **Section 10.5.4. Leave Without Pay.**

11 Leave of absence, without pay, can be requested through the Human Resources department as
12 outlined below:
13

- 14 1. Leave without pay may only be taken in accordance with the following conditions and
15 based on individual needs:
 - 16 a. The reason for leave must have been suddenly precipitated, or must be of such
17 nature that pre-planning is not possible, or where pre-planning could not relieve
18 the necessity of the absence.
 - 19 b. The reason for leave cannot be one of minor importance or of mere convenience
20 but must be of a serious nature.
- 21 2. Leave without pay will not be granted for reasons where the employee has other leave
22 available under provisions contained in this agreement or district policies.
- 23 3. It is not the intent of this leave without pay provision to be utilized for vacations,
24 holidays, weekends, or other types of leaves.
- 25 4. Employees who take leave for reasons not valid under the above definitions will be
26 subject to appropriate discipline action.
- 27 5. Human Resources will process any other leave request as required by law.
28

29 **10.5.4.1. Unapproved Unpaid Leave.**

30 When a bus driver accumulates five (5) or more days of unapproved unpaid leave, the
31 employee’s route may be reopened for bid and the employee would revert to Relief
32 Driver status. Once a driver is moved to relief status under this section, the employee
33 would become eligible to bid a route again when they restore a positive leave balance.
34

35 **Section 10.6. Personal Leave.**

36 Employees covered in this Agreement shall be entitled to three (3) days personal leave per year.
37 Unused leave earned under this agreement shall accumulate up to a maximum of six (6) days.
38 Employees will normally be able to carry over up to 3 days but may carry over more if they can
39 demonstrate that they have attempted to use days and were denied and then those days will be added to
40 the maximum accumulation of 6 days. A maximum of six (6) consecutive personal leave days may be
41 used in any school year. Employees whose regular day is reduced will be able to carry over up to three
42 (3) days equivalent in hours at the rate of the number of hours of their previous position. The leave is
43 to be approved by the supervisor, requiring twenty-four (24) hours’ notice, unless mutually agreed to
44 by the supervisor and employee. Such approval of the leave shall be based upon the scheduling
45 workload and the availability of substitutes at the time of the requested leave.
46

47 The leave is to be used for employee personal and business uses which cannot be scheduled outside
48 regular employment hours. Said leave shall not be deducted from the employee’s sick leave nor



1 combined with leave without pay. All unused personal leave may be cashed out in June, or at the time of
2 separation from the District, at the employee's regular rate of pay if requested by the employee in writing
3 no later than June 10th. The request will include the number of hours the employee is requesting to have
4 cashed out.

5
6 **Section 10.7. Shared Leave.**

7 Shared Leave shall be available to the Association members and administered in accordance with
8 RCW 28A.400.380 and WAC's 392-126-006 through 392-126-099. All Shared Leave donations shall
9 be returned to the employee.

10
11
12
13 **ARTICLE XI**

14
15 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

16
17 **Section 11.1. Establishment of Seniority.**

18 Seniority shall be defined as the date on which the employee began continuous regular daily employment
19 in a classification within the bargaining unit, including any authorized leave, except as outlined in
20 Section 10.5.3 (hereinafter known as the "seniority date"). Substitute experience will be excluded when
21 computing seniority. Newly hired employees to begin regular employment will be put on the seniority
22 list in accordance with the time and date of hire noted on the PAF.

23
24 **Section 11.2. Seniority Rights Within Job Classifications.**

25 Seniority rights shall be effective within the general job classification. As used in this Agreement,
26 general job classifications are those set forth in Article I, Section 1.4.

27
28 **Section 11.2.1.**

29 Should employees within the bargaining unit accept a position in another classification within the
30 bargaining unit, they will retain their seniority within their previous classification for an eighteen
31 (18) month period if their new position is laid off or cutback they may exercise their seniority to
32 bid on available work in their prior classification as if they had been laid off in that classification.
33 For seniority purposes, time would be adjusted from the date the employee first changed
34 classification, minus days worked in the new classification.

35
36 **Section 11.3. Layoff and Transfer.**

37 The employee with the earliest seniority hire date shall have preferential rights regarding reassignments,
38 transfers, promotions, and layoffs. If the District determines that seniority rights should not govern
39 because a junior employee possesses ability and performance greater than a senior employee or senior
40 employees, upon request from the passed over senior employee or employees, the District shall review
41 the reasons verbally with them, and if the employees submit a written request for a written response
42 following the verbal discussion, the District shall set forth in writing to the employee or employees its
43 reasons why the senior employee or employees have been bypassed.

44
45 **Section 11.3.1.**

46 It is recognized that the District has the right to determine the shift and work location of
47 employees. The District shall exercise this right in accordance with the seniority rights of
48 employees as described in Section 11.3. above.

1 **Section 11.3.2.**

2 Lateral transfers will be limited to one per school year for those Food and Nutrition employees
3 working two hours per day, and two transfers per year for those working more than two hours per
4 day.

5
6 **Section 11.4. Retention of Seniority by Transfer.**

7 Employees who change job classifications shall retain their hire dates but gain a new seniority date
8 within the new classification.

9
10 **Section 11.5. Actions to Lose Seniority.**

11 The seniority rights of an employee shall be lost for the following reasons:

- 12
13 1. Resignation,
14 2. Discharge for justifiable cause, or
15 3. Retirement.
16 4. Change in classification.

17
18 **Section 11.6. Actions Not Affecting Seniority.**

19 Seniority rights shall not be lost for the following reasons:

- 20
21 1. Time lost by reason of industrial accident, industrial illness, or judicial leave,
22 2. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
23 States, or
24 3. Time spent on other authorized leaves, subject to the provisions of Section 10.5.3.

25
26 **Section 11.7. Posting of Seniority List.**

27 The District will post in each job location a seniority list of employees within the classification. Such lists
28 are to be posted in November or upon request of the PSE President.

29
30 **Section 11.8. Probationary Status.**

31 Each new hire shall remain in a probationary status for a period of ninety (90) working days following
32 the hire date. Employees shall be reviewed on job performance with their supervisor at or before ninety
33 (90) days of employment. Probationary employees may request a meeting to receive feedback regarding
34 their performance from their supervisor during this period. During this probationary period, the District
35 may discharge such employee at its discretion.

36
37 **Section 11.9. Layoff Re-employment List.**

38 In the event of layoff, employees so affected are to be placed on a re-employment list maintained by the
39 District according to layoff ranking. Such employees are to have priority in filling an opening in the
40 classification held immediately prior to layoff, except as provided in Section 11.2.1. Prior to recalling
41 employees on the list, a bid process will be run on any vacancies and remaining positions will be
42 available for recall. Names shall remain on the re-employment list for eighteen (18) calendar months.
43 The eighteen (18) month period for employees who were laid off at the end of the school year will begin
44 September 1.

45
46 **Section 11.10. Filing of Addresses.**

47 Employees on layoff status shall file their addresses in writing with the Human Resources office of the
48 District and shall thereafter promptly advise the District in writing of any change of address.



1 **Section 11.11. Forfeiture of Re-employment.**

2 An employee shall forfeit rights to re-employment as provided in Section 11.9, if the employee does not
3 comply with the requirements of Section 11.10, or if the employee does not respond to the offer of re-
4 employment within five (5) working days.

5
6 **Section 11.11.1.**

7 An employee on layoff status who rejects an offer of re-employment forfeits seniority and all
8 other accrued benefits.

9
10
11 **ARTICLE XII**

12 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

13
14
15 **Section 12.1. Discipline or Discharge.**

16 The District shall have the right to discipline or discharge an employee for justifiable cause. If the
17 District has cause to discipline or discharge an employee, it shall be done in a professional manner.
18 The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter
19 provided.

20
21 **Section 12.2. Evaluation.**

22 Each employee shall be evaluated at least annually. Such evaluation shall be within procedures
23 developed by the District in collaboration with union leadership. The employee may bring union
24 representation. The employee shall sign each evaluation report, provided that the signature does not
25 signify agreement with the report, rather that the employee has reviewed it with the supervisor.

26
27 **Section 12.3. Disciplinary Action.**

28 All disciplinary actions are to be based on just cause, compliance with this Agreement, District policy,
29 procedure and state law or regulation.

30
31 **Section 12.4. Drug Testing.**

32 In the implementation of the Omnibus Transportation Employee Testing Act, the District will pay for
33 random, post-accident and reasonable suspicion "primary and split sample" testing or District
34 requested retesting of transportation specialists.

35
36 Transportation employees will be paid at their regular rate of pay for any testing. If required, mileage
37 reimbursement will be at the District rate. The District will consult with PSE if an agency change is
38 being considered for the testing program.

39
40 A transportation specialist testing positive for drugs shall be immediately placed on paid administrative
41 leave pending the employee authorized testing of the untested "split sample" by a certified laboratory.
42 The "split specimen" procedure essentially provides the employee with an opportunity for a "second
43 opinion". All urine specimens are tested for drugs specified by the federal act and state regulations. If
44 the laboratory reports a positive result to the physician (Medical Review Officer), the MRO may
45 contact the employee in person or by telephone to determine if there is an alternative medical
46 explanation for the drug found in the employee's urine specimen.



1 If the second drug test results are positive, the employee will be disciplined in accordance with Section
2 12.1 of this Agreement. All test results will remain confidential and kept in a file separate from the
3 employee's regular personnel file. The employee will be permitted access to the employee's file upon
4 request.

5
6 Counseling and rehabilitation costs shall be the responsibility of the employee if the medical plan does
7 not cover costs.
8
9
10

11 **ARTICLE XIII**

12 **INSURANCE AND RETIREMENT**

13 **Section 13.1. SEBB.**

14
15 The District shall provide benefits through the SEBB under the rules and regulations adopted by
16 SEBB. Employees will qualify for benefits offered by SEBB when the District anticipates that the
17 employee will work at least 630 hours during a given school year.
18
19

20 **Section 13.2. Tort Liability Insurance.**

21 The District shall provide job-related tort liability coverage for all employees subject to this Agreement.
22

23 **Section 13.3. Retirement Eligibility.**

24 In determining whether an employee subject to this Agreement is eligible for participation in the
25 Washington State Public Employees' Retirement System or the School Employees Retirement System,
26 the District shall use as a base regularly scheduled hours of employment.
27
28
29

30 **ARTICLE XIV**

31 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

32 **Section 14.1. Membership.**

33
34 The District and PSE/SEIU 1948 understand that at the center of our labor management relationship is
35 the shared interest in providing the best services to the public. Therefore, it is the expectation of both
36 PSE/SEIU 1948 and the District that the District representatives shall remain neutral on the issue of
37 union membership and respect all employees' decisions to join and maintain membership in their
38 exclusive professional advocacy organization PSE/SEIU 1948 pursuant to RCW 41.56.150. All
39 bargaining unit employees shall have the option of joining and maintaining membership in PSE/SEIU
40 1948 upon employment with the District in a bargaining unit.
41
42

43 **Section 14.2. Membership Rescission.**

44 Union members requesting to rescind membership and membership rights in their exclusive
45 professional advocacy organization shall make such request in writing to PSE/SEIU 1948, following
46 the constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing
47 such conditions have been met, PSE/SEIU 1948 shall inform the District of the employee's non-
48 member status consistent with the notification section 19.4.

1 **Section 14.3. New Hire Notification.**

2 The District shall notify the Union in writing of all new hires within ten (10) business days of when
3 such employees are approved to work for the district as a substitute, temporary, or regular employee in
4 any job title set forth on the Schedule B of this Agreement, including name, home mailing address,
5 phone number, job title, work email, work location and hire date. The Employer shall make available a
6 copy of this working agreement to each employee when hired.

7
8 **Section 14.4. Dues and Checkoff.**

9 PSE/SEIU 1948 shall provide the District with a full and complete list of bargaining unit employees
10 who are current members of PSE/SEIU 1948, and shall provide updates, additions, and/ or other
11 changes in membership status to the District upon request. The District agrees to accept dues
12 authorizations via voice authorization or by E-signature in accordance with "E-SIGN." PSE/SEIU
13 1948 will provide a list of those members who have agreed to union membership via voice
14 authorization. In addition, upon request, access to the District to the .wav files associated with the
15 voice authorization. PSE/SEIU 1948 will be the custodian of the records related to voice/E-signature
16 authorizations. PSE agrees that, as the custodian of the records, it has the responsibility to ensure the
17 accuracy and safe keeping of those records.

18
19 **Section 14.5. Checkoff.**

20 The District shall deduct PSE dues from the pay of any employee who authorizes such deductions in
21 writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the
22 Treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis.

23
24 **Section 14.5.1. Classified Employee Report to the Association.**

25 The District shall submit a monthly report (to accompany the monthly transmission of dues to
26 PSE) to the Treasurer of PSE listing: the name, and amount of PSE dues deducted for each
27 bargaining unit employee. The District shall provide a list of current addresses and telephone
28 numbers of bargaining unit employees to the Association upon request.

29
30 **Section 14.6.**

31 The Association shall hold the District harmless for the administration of this Article done pursuant to
32 this Article.

33
34 **Section 14.7. New Hire Orientation.**

35 The District will provide the Association reasonable access to new employees of the bargaining unit
36 including substitutes for the purposes of presenting information about their exclusive bargaining
37 representative to the new employee. The presentation may occur during a new employee orientation
38 provided by the District, or at another time mutually agreed to by the District and Association. No
39 employee may be mandated to attend the meetings or presentations by the Association. "Reasonable
40 access" for the purposes of this section means: (a) The access to the new employee occurs within
41 ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than
42 thirty minutes; and (c) The access occurs during the new employee's regular work hours at the
43 employee's regular worksite, or at a location mutually agreed to by the District and Association.



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ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.1. Grievances or Complaints.

Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article XV herein, with respect to matters dealing with the interpretation or application of the Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article. Every effort shall be made to resolve the grievance or complaint at the earliest level possible.

Section 15.1.1.

All references to days are workdays.

Section 15.2. Grievance Steps.

Section 15.2.1. Step One.

Employee shall first discuss the grievance with their immediate supervisor or the administrator effecting the action to be grieved within twenty (20) days of the action which gave rise to the grievance. The employee(s) may be accompanied by an Association representative at subsequent discussions. The parties shall have 10 days to reach a resolution. Should the informal process fail to satisfy the employee, then a grievance may be processed through the following steps.

Section 15.2.2. Step Two.

If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall reduce to writing, and submit to the supervisor within twenty (20) days of the supervisor's step one decision, a statement of the grievance containing the following:

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

The employee shall submit the written statement of grievance to the immediate supervisor for reconsideration and shall submit a copy to the official in the administration, responsible for personnel. The parties will have ten (10) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance, the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. A meeting of the grievant(s) and supervisors is not required at this step.

Section 15.2.3. Step Three.

If no settlement has been reached within the ten (10) days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within twenty (20) working days to the Executive Director or designee of Human Resources. After such submission, the parties will have ten (10) working days from submission of the written statement of grievance, to resolve it by indicating on the statement of grievance, the disposition.



1 If an agreeable disposition is made, all parties to the grievance shall sign it.

2
3 **Section 15.2.4. Step Four.**

4 If no settlement has been reached within the ten (10) days referred to in the preceding
5 subsection, and the Association believes the grievance to be valid, the employee may demand
6 arbitration of the grievance for all contract interpretation and application disputes. Any dispute,
7 claim, or grievance arising out of or relating to the interpretation or the application of this
8 Agreement, shall then be submitted to arbitration under the Voluntary Labor Arbitration Rules
9 of the American Arbitration Association (AAA). The parties further agree to accept the
10 arbitrator's award as final and binding upon them, unless otherwise agreed to by the District and
11 the Association. The AAA shall be requested to provide the arbitration services. Each party
12 shall bear the costs of arbitration, except the normal fees and charges of the arbitrator shall be
13 shared equally by the parties.

14
15 **Section 15.2.5. Timeline Extension**

16 At any step of the procedure the time limits may be extended by mutual agreement of the
17 District and the Union.

18
19 **Section 15.3. Non-Discrimination.**

20 The employer shall not discriminate against any individual employee or the Association for taking action
21 under this Article.

22
23
24
25 **ARTICLE XVI**

26
27 **SALARIES AND EMPLOYEE COMPENSATION**

28
29 **Section 16.1. Employee Compensation.**

30 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
31 worked based on a minimum of 184 work days. Beginning in the 2024-25 school year, this reflects one
32 additional paid day prior to the start of school and three additional paid work days determined prior to the
33 start of the year at the department level. For 2023-24, the parties agree to schedule 182 work days.

34
35 **Section 16.1.1.**

36 A retired PSE member may return to their previous position as a substitute and be compensated
37 at the pay rate on the current salary schedule that corresponds to the years of service credit the
38 employee had at the time of their retirement. If the retired PSE member was a Transportation
39 Specialist, the above language applies only if they are willing to substitute primarily on a Home
40 to School or School to Home route.

41
42 **Section 16.2. Salaries on Schedule A.**

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

- 45
46 a. The salary schedule (Exhibit A) shall be increased by a District contribution of the State funded
47 IPD for 2023-2024 over the pay rates for 2022-2023. This reflects the State funded IPD of 3.7%
48 for all positions.



- b. An 18-year longevity step is added on both Schedule A and Schedule B.
- c. The salary schedule (Exhibit A) shall be increased by a District contribution of the State Funded IPD for the 2024-2025 contract year.
- d. The salary schedule (Exhibit A) shall be reopened for the 2025-2026 contract year.
- e. For the term of the agreement, SNA premiums will be \$0.50, \$.60, \$.70, \$.90 for step 1-4.
- f. New positions shall be collaboratively discussed and agreed to prior to the establishment of a salary placement on Salary Schedule Exhibit A.

Section 16.3. Salaries and Overtime.

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XVII, Section 17.3. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Section 16.3.1.

All employees shall be paid one and one-half (1 1/2) times their hourly wage for all authorized hours worked in excess of forty (40) hours per week.

Section 16.3.2.

Required employee staff meetings called on the off-shift hours will be paid at their hourly rate for a minimum of one (1) hour and scheduled at least one month in advance when possible.

Section 16.3.3.

Required Emergency First Aid/CPR training, offered on a non-work day, will be paid at the regular rate for all time in attendance.

Section 16.3.4.

Employees shall receive a longevity salary increase per Schedule A. Longevity salary shall be effective September 1 of each school year. An employee must be hired prior to February 1 of a school year to be eligible for a year's credit on employment.

Section 16.3.5.

Longevity for salary purposes is defined as years of experience within the District and other related Washington State school district experience (RCW.28A.400.300) and contracted school bus driving experience in Washington State, minus any unpaid leaves of absence or other breaks in service. Military leave and unpaid leaves of absence in which the employee received Workers' Compensation benefits shall be exceptions to this clause and shall not be considered breaks in services and shall be used for salary placement only.

Employees with relevant K-12 school experience (whether employed by a school district or contractor, inside or outside of Washington State) may be granted longevity credit for this experience on the salary schedule. The District reserves the right to accept or deny prior school experience based upon job relevance to current District position.

Section 16.3.6. Cook Trainer.

An employee who receives a cook trainer position (whether elementary, middle school or high school) shall receive, in addition to their regular pay, an additional one dollar (\$1.00) per hour while performing the duties of the Cook Trainer position. It is understood that such Cook



1 Trainer positions may be posted with specific timelines and may be posted as a trainer for just
2 one school level.

3
4 **Section 16.3.7. Certified Driver Trainer.**

5 An OSPI Certified Driver Trainer/Instructor shall be appointed to perform training duties by the
6 Director of Transportation on an as needed basis. Two certified driver trainers, excluding the lead
7 will be paid at the driver trainer premium for all hours worked for a 191-day calendar including a
8 regular AM-PM route. Guarantee eight hours per day, \$2.50 additional per hour above the
9 employee's regular rate for all 8 hours of work.

10
11 The lead certified driver trainer will get an additional \$2.00 per hour lead premium in addition to
12 the certified driver trainer premium. The lead certified driver trainer does not have an assigned
13 AM-PM route but may be required to substitute. The lead driver trainer will have a 260-day
14 calendar.

15
16 Behind the wheel trainer will have an 8-hour DAT with a 191-day calendar including an AM-PM
17 route. They will be paid an additional \$1.50 per hour while performing training. Behind the
18 wheel trainers will be available to substitute during the midday timeframe as a last resort on a
19 continuing seniority rotation. If training is not occurring, work will be assigned accordingly by
20 the District.

21
22 **Section 16.4. Retroactive Pay.**

23 Retroactive pay, where applicable, shall be paid on the second regular payday following adoption of this
24 Agreement by the Board of Directors.

25
26 **Section 16.5. Incremental Steps.**

27 Incremental steps, where applicable, shall take effect on September 1 or the first day of regularly
28 assigned duties of each year during the term of this Agreement; provided the employee has been actively
29 employed continuously for at least one-half (1/2) of the previous employment year.

30
31 **Section 16.6. Classification Change.**

32 Any employee who makes a change within a classification shall be placed on the appropriate step which
33 grants the employee an increase. Reference 16.3.5.

34
35 **Section 16.7. Required Travel.**

36 Any employee required to travel from one site to another in a private vehicle during working hours shall
37 be reimbursed for such travel on a per mile basis at the rate established by the state.

38
39 **Section 16.8. Required Overnight Expenses.**

40 Employees required to remain overnight on District business shall be reimbursed for room and board
41 expenditures if provided for and approved by the District prior trip approval process.

42
43 **Section 16.9. Food and Nutrition Certification.**

44 Food and Nutrition employees who obtain or have obtained School Nutrition Association (SNA)
45 certification shall receive a premium per hour added to their salary (See Schedule A). The premium shall
46 continue during the time the employees' SNA certification remains current.

1 **Requirements Section 16.9.1. Salary Placement/Documentation.**

2 Certification pay will be implemented upon completion of SNA coursework. Coursework
3 completed after the end of the school year will be applied to the following school year. No
4 certification pay will be made until the appropriate documentation of certification is registered
5 with the Human Resources Department.
6

7 New Employees must have appropriate documentation of SNA certifications and experience
8 registered with the Human Resources Department within ninety (90) calendar days of their first
9 day of work in order to be applicable to the current year salary. Documentation received after the
10 cutoff date will be applicable for the following school year.
11

12 **Section 16.10. Professional Development.**

13 The District recognizes the benefits of offering training opportunities to its employees in order to achieve
14 a higher level of individual competence and quality of work performance.
15

16 Professional development funds will be provided by the District to Transportation and Food and
17 Nutrition departments for its employees in the amount of \$12,000 per department annually.
18 Transportation employees include transportation specialists, dispatchers, and mechanics. Food and
19 Nutrition employees include cooks and warehouse. Any money left over from the professional
20 development fund will be carried over annually for the duration of the contract. These funds will be used
21 for additional training not to include staff salaries on in-service days.
22

23 If the training requires the employee to stay beyond their normal work day, employee will be
24 compensated for actual hours worked. If the training is offered for less time than the regular work day of
25 an employee, the employee will perform extra work to meet the regular work day obligation. Should the
26 work day calendar change per legislative action, parties shall negotiate the effects of the change.
27

28 The program shall not be operative during any year the District is forced to implement a reduction in
29 force affecting this bargaining unit due to loss of funds caused by a significant drop in State funding,
30 and/or Levy failure. In the event it should become necessary to curtail the professional Development
31 Program, the development and evaluation team shall meet and review the impact such a change will have
32 on the program itself.
33

34 **Section 16.11. Reclassification Procedure.**

35 The Reclassification Committee will consist of the Assistant Superintendent for Human Resources or
36 designee, up to two District appointees and the Association President, and up to two additional
37 appointees. The Association and District will develop the training and documents needed for the job
38 classification review. Prior to March 1st the committee will receive the training necessary to complete
39 the job classification reviews.
40

41 The parties agree to open this section for negotiation prior to the 2023-2024 school year after a mutual
42 examination of the process.
43

44 **Reclassification Process.**

45 When reclassification is necessary because job tasks/functions/responsibilities have increased or
46 decreased by a fifty percent (50%) factor within the last three-year period, reclassification may be
47 initiated by the district, supervisor, administrator, or the employee. Application packets are available
48 from the Human Resources' Office.



1 Reclassification of job titles with multiple employees may be submitted as a group and/or individually.
2 All proposed reclassification requests shall be submitted to the Assistant Superintendent of Human
3 Resources no later than March 1 with the following information:

- 4
- 5 1. Review and Comments by the employee’s immediate supervisor;
- 6 2. Statement of change(s) supporting need for reclassification of position; and
- 7 3. Documentation required by the committee.
- 8

9 The Assistant Superintendent for Human Resources or designee will convene a meeting of the
10 Reclassification Committee no later than April 1 to consider reclassification requests. The
11 Reclassification Committee will determine the scope of their review including the following:

- 12
- 13 1. Review of reclassification requests;
- 14 2. Impact and comparison within the bargaining unit;
- 15 3. Interviews, as necessary, with the requesting employee and/or group of employees and the
16 recommending supervisor(s); and
- 17 4. Need for referring a newly reclassified employee to the bargaining process for the
18 establishment of a new rate of pay.
- 19

20 **Reclassification Decision.**

21 The Reclassification Committee will notify the requesting employee or group of employees of the
22 decision made no later than May 1. If the reclassification is granted, the pay will take effect in the
23 following September pay period. Reclassification requests may be submitted every two years. The
24 Reclassification Committee’s decision on the request shall be final.

25 **Section 16.12. Correction of Pay Errors.**

26 Following notification to the employee, errors resulting in over or underpayments shall be corrected on
27 the next month’s payroll. For significant underpayments (over \$100), upon request, underpayments
28 will be corrected with an off-cycle check within five days. For overpayments, if requested by the
29 employee, the Human Resources Department and the employee will work out a repayment agreement
30 prior to any adjustment to the employee’s pay warrant. In the event an employee is notified of an
31 overpayment prior to receiving said payment, the District may elect to deduct the full amount of
32 overpayment from the employee’s next pay warrant.
33
34
35
36

37 **ARTICLE XVII**

38 **TERM AND SEPARABILITY OF PROVISIONS**

39
40
41 **Section 17.1. Term of the Agreement.**

42 The term of this Agreement shall be from September 1, 2023 to August 31, 2026.
43

44 **Section 17.2. Applicable Provisions of the Agreement.**

45 All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding
46 its execution date, except as provided in the following section.
47
48



1 **Section 17.2.1.**

2 If any provision of this Agreement or the application of any such provision is held invalid, the
3 remainder of this Agreement shall not be affected thereby.
4

5 **Section 17.2.2.**

6 Neither party shall be compelled to comply to any provision of this Agreement which conflicts
7 with state or federal statutes or regulations.
8

9 **Section 17.3. Agreement Reopeners.**

10 In support of the parties' commitment to collaborative discussions, this Agreement may be reopened
11 and modified at any time during its term upon mutual consent of the parties in writing.
12
13

14
15 **SIGNATURE PAGE**
16
17

18
19 PUBLIC SCHOOL EMPLOYEES
20 OF WASHINGTON/SEIU LOCAL 1948
21

22
23 PUBLIC SCHOOL EMPLOYEES OF
24 NORTH THURSTON

25 NORTH THURSTON PUBLIC SCHOOLS #3

26
27 BY: Karen Kirby
28 Karen Kirby
29 Chapter Co-President
30

31
32 BY: Sean Dotson
33 Sean Dotson
34 Executive Director, Human Resources
35

36
37 DATE: 12-12-23
38

39
40 DATE: 12/11/23
41

42
43 By: Lyn Nakashima
44 Lyn Nakashima
45 Chapter Co-President
46
47

48
49 DATE: 12-12-2023
50



SCHEDULE A
 NORTH THURSTON PSE
 September 1, 2023 – August 31, 2024

SCHEDULE A

<u>Position</u>	<u>Base</u>	<u>1 year</u>	<u>3 year</u>	<u>6 year</u>	<u>9 year</u>	<u>12 year</u>	<u>15 year</u>	<u>18 year</u>
<u>Food and Nutrition</u>								
Kitchen Manager-Secondary	26.33	26.86	27.40	27.95	28.51	29.08	29.66	30.25
Kitchen Manager -Central	26.33	26.86	27.40	27.95	28.51	29.08	29.66	30.25
Cook	23.41	23.88	24.36	24.85	25.35	25.86	26.38	26.91
Cook Helper	19.42	19.81	20.21	20.61	21.02	21.44	21.87	22.31
<u>Upon completion of Certification</u>								
SNA Certification Level 1	0.53							
SNA Certification Level 2	0.63							
SNA Certification Level 3	0.73							
SNA Certification Level 4	0.93							
<u>Substitute-Cook Helper</u>								
	17.48							
<u>Transportation</u>								
Specialist	28.07	28.63	29.20	29.78	30.38	30.99	31.61	32.24
Driver Trainer	30.57	31.13	31.70	32.28	32.88	33.49	34.11	34.74
Lead Driver Trainer	32.57	33.13	33.70	34.28	34.88	35.49	36.11	36.74
Dispatcher	32.34	32.99	33.65	34.32	35.01	35.71	36.42	37.15
Lead Dispatcher	34.34	34.99	35.65	36.32	37.01	37.71	38.42	39.15
<u>Sub Transportation Specialist</u>								
	25.26							
<u>Warehouse</u>								
Warehouse Delivery	29.48	30.07	30.67	31.28	31.91	32.55	33.20	33.86
Lead Warehouse Delivery	31.48	32.07	32.67	33.28	33.91	34.55	35.20	35.86
<u>Upon completion of Certification</u>								
SNA Certification Level 1	0.53							
SNA Certification Level 2	0.63							
SNA Certification Level 3	0.73							
SNA Certification Level 4	0.93							
<u>Substitute Warehouse Delivery</u>								
	26.53							

Substitute Rates are at 90% of base



Mechanics
APPENDIX B
2023-2024 Salary Schedule

	Start	1 year	5 years	10 years	15 years	18 years	20 years	25 years
Mechanic Assistant	\$29.68	\$32.33	\$32.98	\$33.64	\$34.31	\$35.00	\$35.70	\$36.41
Mechanic	\$35.89	\$36.61	\$37.34	\$38.09	\$38.85	\$39.63	\$40.42	\$41.23
Specialist 1	\$40.93	\$41.75				\$42.59		
Specialist 2	\$42.16	\$43.00				\$43.86		
School Bus Master Tech	\$43.43	\$44.30				\$45.19		
Lead Mechanic	\$45.84	\$46.76				\$47.70		

Substitute	\$29.68
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