

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**  
**PUYALLUP SCHOOL DISTRICT #3**  
**AND**  
**PUBLIC SCHOOL EMPLOYEES OF PUYALLUP**  
**TRANSPORTATION #626**

SEPTEMBER 1, 2023 - AUGUST 31, 2026



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## RECOGNITION

### **Section 1.1.**

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

### **Section 1.2.**

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is in contravention of the laws or regulations of the State of Washington, such provisions or section shall be superseded by the appropriate provision of such law or regulation so long as same is in force and effect, but all other provisions of this Agreement shall continue to be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

### **Section 1.3.**

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

### **Section 1.4.**

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

## ARTICLE II

## RESPONSIBILITY

### **Section 2.1.**

The District recognizes the Union as the exclusive bargaining representative in all matters of wages, hours and conditions of employment for all regular Bus Drivers, Fleet Drivers, Dispatchers, Routers, and substitutes as defined in Article XV.

### **Section 2.2.**

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

### **Section 2.3.**

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

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

#### **Section 2.4.**

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

#### **Section 2.5.**

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

#### **Section 2.6. Subcontracting.**

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

## **ARTICLE III**

### **UNION RIGHTS**

#### **Section 3.1.**

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

#### **Section 3.2.**

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

#### **Section 3.3. Presentation of Union Information.**

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

#### **Section 3.4. Local Dues.**

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

1 **Section 3.5. Union Release Time.**

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

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

18 **Section 3.6. Union Negotiations Committee.**

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

23  
24 **Section 3.7. Use of Resources.**

25  
26 **Section 3.7.1. Bulletin Boards.**

27 The District shall honor reasonable requests by the Union for making bulletin board space  
28 available.

29  
30 **Section 3.7.2. Access.**

31 Representatives of the Union shall be permitted to meet with district employees on school  
32 property during non-work time, except as scheduled by a district administrator, in alignment  
33 with required check-in/check-out procedures. Such meetings shall not interfere with school or  
34 work operations. Access to new employees specifically for the purpose of presenting Union  
35 membership information shall be separate, per Section 3.3.

36  
37  
38 **ARTICLE IV**

39  
40 **RIGHTS OF EMPLOYEES**

41  
42  
43 **Section 4.1. Just Cause.**

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

45  
46 **Section 4.1.1. Non-Disciplinary.**

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

1           **Section 4.1.2. Progressive Discipline.**

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

7  
8           **Section 4.2.**

9           No employee shall use alcoholic beverages during their scheduled working day, or at any time related to  
10          their employment, or report to work and/or operate a district vehicle with any odor of alcohol on their  
11          breath.

12  
13          **Section 4.3.**

14          Upon receipt of a complaint of serious misconduct, at the Superintendent's (or their designee) discretion,  
15          an employee may be placed on administrative leave, or assigned alternative duties acceptable to the  
16          employee, until the District completes an investigation. Notification of a suspension or recommendation  
17          for termination of employee will be provided to the employee in writing prior to the implementation of  
18          such suspension or termination.

19  
20          The cause(s) for the suspension or termination and the applicable time limit shall be stated in the letter of  
21          notification. Suspensions may be with or without pay. A copy of any letters of discipline, suspension, or  
22          termination, will be sent to the Union President.

23  
24          A final recommendation for disciplinary action will be made to the Superintendent as promptly as  
25          possible, but may be delayed by the complexity of the investigation, the involvement of outside agencies,  
26          or the availability of witnesses. If the complaint is not substantiated by the investigation, the record of the  
27          complaint will not be placed in the employee's personnel file or used in the employee's year end  
28          evaluation. However, if additional information is subsequently received, the investigation may be  
29          reopened and reinvestigated in light of the new information.

30  
31          **Section 4.4.**

32          The employer may suspend any employee without pay if that employee receives any moving violation  
33          that may result in suspension of their State Driver's License. Such suspension shall be final until  
34          applicable pending court action or ruling.

35  
36          **Section 4.5.**

37          Except in extraordinary cases the District will provide not less than two (2) weeks notice of separation or  
38          termination of employment.

39  
40          **Section 4.6.**

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

1 **Section 4.7. Personnel Files.**

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

10  
11 **Section 4.8. Right to Representation.**

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

15  
16 When an administrator reasonably expects that a meeting may lead to disciplinary action against an  
17 employee, the administrator shall advise the employee of their right to representation prior to the meeting.

18  
19 **Section 4.9. Vehicle Damage.**

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

27  
28 **Section 4.10. Electronic Communication.**

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

34  
35 **Section 4.11. Restroom Access for Drivers.**

36 Drivers will have access to restroom facilities throughout their route.

37  
38  
39  
40 **ARTICLE V**

41  
42 **LEAVES**

43  
44 It is agreed that employees need to be able to access reasonable amounts of leave to maintain and  
45 restore their health and to deal with emergencies and other personally compelling events.

46  
47 It is also agreed that regular attendance is important to balance the workload for all staff, and to ensure  
48 the timely and safe transportation of district students every day.



The District understands that employees have legitimate privacy concerns regarding some circumstances that call for the use of leave and will work with employees to minimize the disclosure of information. The Union recognizes that employees must collaborate with their supervisors and the Human Resources Department to ensure that leave is used properly and that District operational needs are efficiently addressed.

**Section 5.1. Illness, Injury and Emergency Leave.**

Employees shall be allowed twelve (12) days per contractual year (to be accumulated at one day per month) for the employee's personal illness, personal injury and emergency leave. These days shall be credited in accordance with the hours per day the employee is regularly scheduled to work, not to exceed ninety-six (96) hours per contractual year. Such leave shall be accumulated to a maximum of one hundred eighty (180) days. No deduction from salaries shall be made during these days. For absences three (3) consecutive workdays or less, medical verification will not be required. For absences in excess of three (3) consecutive work days missed (which includes any portion of the 4<sup>th</sup> day missed) due to illness or injury, at the discretion of the Transportation Director or Designee, an employee shall submit (within ten (10) days from the date of return) a statement to the Transportation Supervisor from a licensed health care professional verifying the employee's medical situation, the employee's inability to work and the employee's ability to return to work. It is not necessary that such note contain medical information otherwise protected by law or regulation. If misuse of leave is suspected, the district shall investigate and take appropriate action.

- A. An "emergency" is defined as an unforeseen and suddenly precipitated occurrence of a serious nature beyond the control of the employee which threatens the physical well-being or property of the employee and is of such nature that preplanning is not possible or could not relieve the necessity for the employee's absence.
- B. The District will maintain one incoming phone line for the exclusive purpose of receiving employee calls requesting substitutes. Employees will normally be expected to call in on the day prior to the anticipated absence by 3:00 p.m. and no later than 5:30 a.m. for morning run absences, and one (1) hour before all other run absences. If an employee anticipates an absence of more than one (1) day, they will state the length of the leave at the time it is requested, if possible, and will call to cancel the substitute by 3:00 p.m. the work day prior to the anticipated return.
- C. Employee absenteeism will be recorded and reported in hours missed.
- D. Employees returning to work from injuries or surgeries may, at the discretion of the District, be required to take a fit for duty physical by a physician and/or clinic designated by the District. Employees returning to work from extended illnesses of fifteen (15) consecutive workdays or more may, at the discretion of the District, be required to take a fit for duty physical by a health care professional and/or clinic designated by the District. Payments to the medical provider and compensation to the employee as a result of fit for duty physicals provided by this Section shall be consistent with Sections 12.1 and 12.2 of this Agreement.

Substitute employees shall accrue one (1) hour of sick leave for every forty (40) hours worked. Although substitute employees are not eligible to use sick leave, their leave will continue to accrue and will be available for use upon transitioning to a regular position.

1 An employee may choose to use such leave for themselves or a family member due to: 1) a mental or  
2 physical illness, injury, or health condition; 2) medical diagnosis, care, or treatment of a mental or  
3 physical illness, injury, or health condition; 3) preventative medical care; 4) absences that qualify under  
4 the domestic violence leave act. "Family member" shall mean: child (biological, adopted, foster, step,  
5 loco parentis, legal guardian or de facto) regardless of age or dependent status, a parent or parent of  
6 spouse/domestic partner (biological, in-law, adoptive, de facto, foster, step, loco parentis, or legal  
7 guardian), spouse, domestic partner, grandparent, grandchild, or sibling.

8  
9 An emergency is an unforeseen and suddenly precipitated occurrence of a serious nature beyond the  
10 control of the employee and their immediate family and is of such a nature that preplanning is not possible  
11 or could not relieve the necessity for absence.

### 12 **Section 5.2. Family Illness.**

13  
14 For the period of September 1, 2023 to August 31, 2024 up to a maximum of three (3) days off with pay,  
15 at current contractual hours, in any one school year will be allowed for a serious illness in the immediate  
16 family where the employee's presence is or was required. This leave shall be deducted from the  
17 employee's family illness leave balance, and shall not be deducted from the employee's accrued illness,  
18 injury and emergency leave. This section will expire on August 31, 2024.

### 19 **Section 5.3. Personal Leave.**

20  
21 Beginning September 1, 2024, employees shall receive four (4) days of personal leave each year (based  
22 on the employee's average daily normal work hours during the employee's regular work year) to attend to  
23 personal matters, including family illness not otherwise covered by sick leave. This leave shall not be  
24 used for other employment and shall not be used for a strike against the District. Personal leave shall not  
25 be used on the following "blocked" days: Inservice/Training Days, snow make-up days, or during the first  
26 or last five days of school. Approved personal leave days will be honored for days that are scheduled as  
27 "blocked days" after approval has already been given. Employees who are employed for less than the full  
28 work year will receive a prorated number of personal leave days.

29  
30 The District shall grant personal leave in the order the requests are received provided the requests are  
31 made in compliance with the above conditions. No more than two (2) personal leave requests for Bus  
32 Drivers shall be honored per day. No more than one (1) personal leave request of Dispatchers/Routers will  
33 be honored per day. No more than one (1) personal leave request for Fleet Drivers shall be honored per  
34 day. Employees may request personal leave days as early as one (1) year in advance. If an employee does  
35 not have the requested number of personal leave days to use at the time the leave is to be taken, the  
36 absence days will be denied and leave without pay will not be available.

37  
38 Personal leave days may be carried into the following school year, to a maximum accumulated of ten (10)  
39 days. A maximum of five (5) days may be used in any one school year, unless additional use is approved  
40 in advance of use by the Director of Human Resources.

41  
42 Employees may receive monetary compensation at their hourly rate for all of their unused personal leave  
43 days, annually. Such a request for monetary compensation must be made by June 1, using the process  
44 identified by Payroll.

45  
46 Two (2) days of unused personal leave may be shared with another employee at the option of the  
47 individual employee. Employees may not donate or receive more than two (2) days of personal leave per

1 school year. Employees who choose to share personal leave must complete the Personal Leave Sharing  
2 Authorization Form before transferring leave to another employee.

3  
4 **Section 5.4. Civil Duty/Jury Duty and Subpoena Leave.**

5  
6 Civil Duty/Jury Duty. An employee may be granted leave of absence for jury duty or to serve as a  
7 witness at trials, if subpoenaed. The employee shall be paid their regular salary. This leave shall  
8 not be granted for personal litigation or for litigation against the District.

9  
10 Subpoena Leave. A leave of absence with pay shall be granted to an employee who is subpoenaed  
11 to testify in a court proceeding; provided however, if the employee or the Union is a party to the  
12 proceeding, the employee shall not be entitled to leave with pay unless the employee is  
13 subpoenaed to testify by the District.

14  
15 **Section 5.5. Long-Term Leave of Absence (6-12 months).**

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

21  
22 **Section 5.6. Military Absences.**

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

- 27  
28 1. Are honorably discharged from such services.  
29  
30 2. Are still qualified to perform the duties of their respective positions.  
31  
32 3. Subsequent to the date of this Agreement, but within ninety (90) days after they are relieved of  
33 such service or from hospitalization continuing after discharge for a period of not more than  
34 one (1) year, apply to the School District in writing for reemployment, unless it is mutually  
35 agreed to extend the time between their discharge and starting to work for the School District.  
36  
37 4. All employees filling vacancies caused by the induction into the service, as outlined above,  
38 will recognize the seniority of those returning from service and accept such changes in jobs, or  
39 loss in jobs, as are necessary as a result of such reinstatement of employees returning from  
40 such service.

41  
42 **Section 5.7. Short-Term Leave of Absence.**

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

identical position occupied before the leave unless the position has been abolished or a general reduction in force has placed a more senior employee in that position.

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

**Section 5.8. Seniority During a Leave of Absence.**

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

**Section 5.9. Unpaid Leave.**

Unpaid days off for vacation purposes shall generally not be granted, unless all available paid leaves are exhausted.

**Section 5.10. Bereavement Leave.**

The District and the Union understand the deep impact that death can have on an individual and family. Therefore, the following bereavement leave provisions are available to provide employees time off from work to plan and attend a funeral/memorial service and to deal with immediate family matters surrounding a death.

1. An employee shall be allowed up to five days of bereavement leave for the death of any relative residing in the employee's household and/or the following family members: spouse, domestic partner, parent, parent-in-law, stepparent, child, child-in-law, stepchild, sibling, sibling-in-law, grandparent, grandchild, aunt, uncle, niece, and nephew. The number of days of leave, not to exceed five per occasion of death shall be allowed according to the circumstances of each case as determined by the Director of Human Resources. Upon request by an employee, bereavement leave days for the death of any other close family member as defined by the employee will be granted on a case-by-case basis and will not be unreasonably withheld. Bereavement leave days need not be used consecutively but shall normally be used within one month following the death unless the Director of Human Resources has authorized an extended usage period. Bereavement leave days are not cumulative or transferable. No deductions from salaries or sick leave shall be made during these days.
2. Additional emergency leave days from the employee's sick leave balance or personal leave days from the employee's personal leave balance may be utilized upon approval from Human Resources.
3. An employee who has the death of a colleague may be authorized a half (1/2) day or one full day of bereavement leave by the District to attend the memorial and/or a funeral service. No deduction from the employee's salary or sick leave shall be made for this day.
4. For the death of any individual of personal significance to the employee not covered above, the employee may use up to three days of personal leave or emergency leave to attend a funeral/memorial service.

1 **Section 5.11. Maternity Leave.**

2 A maternity leave of absence shall be granted to a female employee upon her request for the period of  
3 temporary disability as verified by her personal physician or licensed practitioner, generally not to exceed  
4 sixty (60) calendar days. Maternity leave shall be a leave with compensation (if using available sick  
5 leave) only for the actual period of temporary disability and within the limitations of Section 5.7.

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

12  
13 **Section 5.12.**

14 Leave time, beyond the sixty (60) calendar days for temporary disability may be requested by the  
15 employee subject to District approval. Such request shall be made in writing to the employee's immediate  
16 supervisor and the Superintendent or their designated representative. Sections 5.7 and 5.8 are applicable  
17 to this section.

18  
19 **Section 5.13.**

20 An employee shall be allowed two (2) days leave with pay for the purposes of gaining custody of an  
21 adopted child and/or transacting the legal requirements necessary in the adoption process. If necessary,  
22 leave of absence time without pay shall be granted to an employee according to the eligibility  
23 requirements of the adoption agencies involved, but shall not exceed one (1) year for the adoption of a  
24 child, per Section 5.5. The employee shall notify their immediate supervisor and the Superintendent, as  
25 soon as possible, of their intention to take a leave of absence. The employee will retain accrued illness,  
26 injury and emergency leave, seniority rights and salary placement while on leave of absence. However,  
27 illness, injury and emergency leave and experience shall not accrue while the employee is on leave of  
28 absence.

29  
30 **Section 5.14. Paid Family and Medical Leave (PFML).**

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

39  
40 PFML leave will run concurrently with the employee's other leave entitlements. The employee shall  
41 not be compelled to exhaust their available sick leave prior to accessing PFML. The employee may  
42 choose to supplement with their available paid leave entitlements while on PFML, to make their  
43 compensation whole.

44  
45 An employee becomes eligible once they have worked eight hundred twenty (820) hours for a  
46 Washington-based employer during the previous year. The benefit cannot be taken without a  
47 qualifying event. Leave events can be either Family or Medical as stated below.



1 Family Leave:

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

5  
6 Medical Leave:

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

8  
9 Application for PFML benefits is administered directly through the State.

10  
11 **Section 5.15. Worker's Compensation.**

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

16  
17 **Section 5.15.1.**

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

25  
26 **Section 5.15.2.**

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

32  
33 **Section 5.15.3.**

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

36  
37 **Section 5.15.4.**

38 An employee's job assignment will be held for them for the remainder of the school year in which  
39 the job-related injury or sickness occurred. Provided, that the position has not been abolished or a  
40 general reduction in force has placed a more senior employee in that position.

41  
42 **Section 5.15.5.**

43 An employee who returns to work the school year following the job-related injury or industrial  
44 illness shall be reinstated to the first available opening where the duties and hours worked are  
45 substantially equivalent to the position held prior to the illness, for up to one school year following  
46 their injury, and shall have first right of refusal for substitute work for the remainder of that school  
47 year.

**Section 5.15.6.**

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

**Section 5.15.7. Assault.**

Any case of work place injury caused by another person shall be promptly reported to the District. The District shall render assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities. If the employee submits a worker's compensation claim noting non-accidental physical harm caused by another person and the claim is approved, the employee shall be reimbursed by the district for documented out of pocket expenses incurred from the physical injury and/or reimbursed for the value of leave days not covered by worker's comp, to a maximum of one thousand five hundred dollars (\$1,500) total, provided the supporting documentation is submitted to the HR department within six (6) months of the date of the injury. This paragraph does not apply to civil litigation instituted by the employee.

**Section 5.16. Leave Sharing.**

A. A District employee is eligible to receive donated leave if all the following are true:

1. The employee requesting shared leave suffers from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused, or is likely to cause, the employee to:
  - a. go on leave-without-pay status; or
  - b. terminate their employment
2. The employee's absence and the use of shared leave are justified;
3. The employee has depleted, or will shortly deplete, their annual leave and sick leave reserves;
4. The employee has abided by District rules regarding sick leave use; and
5. If the employee is later found to be eligible for industrial insurance benefits, the employee agrees to and shall reimburse the school district for the time loss compensation that is paid to them to the extent that the employee is paid time loss compensation (temporary total disability compensation or loss of earning power compensation) and shared sick leave for the same day(s). An employee shall not use shared sick leave or donated leave to supplement the difference between time loss compensation and either net or full wages. If an employee has already received shared sick leave and is later found to be eligible to receive industrial insurance benefits, the remaining difference between shared leave minus the industrial insurance benefit shall be deducted from the employee's sick leave balance, even if it results in a negative balance.

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

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

B. District employees may donate leave as follows:

1. An employee may request that a specified amount of sick leave be transferred to another employee authorized to receive such leave provided that the donating employee retains an accrued sick leave balance of twenty two (22) days after the transfer. Sick leave as defined in RCW 28A.400.300 means leaves for illness, injury and emergencies.
2. An employee who has an accrued annual leave (vacation) balance of more than ten (10) days may request that a specified amount of annual leave be transferred to another employee authorized to receive such leave. In no event may the employee request a transfer of an amount of leave that would result in their annual leave account dropping below ten (10) days.

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

The number of leave days transferred shall not exceed the amount authorized by the donating employee.

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

The value of any leave transferred under this policy which remains unused shall be returned at its original value to the employee who donated the leave.

**Section 5.17. Bus Driver Reward Leave.**

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

**Section 5.18. Bus Driver Attendance Incentive Program.**

1. Attendance – Fall Period: Each Bus Driver with a regular assignment and perfect attendance (based on the entire work day) for the months of September, October and November will receive a two hundred dollar (\$200) bonus payable on the employee's July pay warrant.
2. Attendance – Winter Period: Each Bus Driver with a regular assignment and perfect attendance (based on the entire work day) for the months of December, January, February and March will receive a two hundred dollar (\$200) bonus payable on the employee's July pay warrant.



- 1 3. Attendance – Spring Period: Each Bus Driver with a regular assignment and perfect attendance  
2 (based on the entire work day) for the months of April, May and June will receive a two  
3 hundred dollar (\$200) bonus payable on the employee’s July pay warrant.  
4  
5 4. Attendance – Full Year: Bus Drivers with perfect attendance (based on the entire work day) for  
6 all ten (10) months of the school year, September through June, will receive an additional six  
7 hundred dollars (\$600) bonus on their July pay warrant.  
8  
9 5. Summer: Each Bus Driver with perfect attendance while serving in a single summer  
10 assignment/run of at least fifteen (15) days in duration (based on the entire workday) for the  
11 months of July and August will receive a two hundred dollar (\$200) bonus payable on the  
12 driver’s September pay warrant.  
13

14 To be eligible for any of the above listed incentives, the Bus Driver must work the entire measuring  
15 period, using the five (5) time periods listed above. To the extent permissible by law, all absences for  
16 all reasons will count against perfect attendance except for:  
17

- 18 • a Reward Leave Day taken pursuant to Section 5.17 (Reward Leave),
  - 19 • up to a total of five (5) days for bereavement leave, or
  - 20 • approved military leave, or
  - 21 • civil duty leave, pursuant to Section 5.4, or
  - 22 • snow patrol duty and needed rest coverage, pursuant to Section 18.7
- 23  
24  
25

## 26 ARTICLE VI

### 27 CLEANING AND FUELING

#### 28 Section 6.1. Time and Responsibilities.

29 Fifty (50) minutes each work day will be paid for the following at the frequency indicated:  
30

- 31 a. daily: pre-trip, post-trip, sweeping, draining air tanks, recording log sheets
  - 32 b. periodic washing of the exterior for good appearance
  - 33 c. once weekly: clean inside of all windows
  - 34 d. twice yearly: clean seat cushions and spaces between seat cushions
  - 35 e. twice yearly: clean the ceiling
  - 36 f. fueling of assigned buses as needed is required of all drivers
- 37  
38  
39

40 The District will supply all cleaning materials to be used, in compliance with District guidelines.  
41

#### 42 Section 6.2. Additional Time.

43 Those drivers having less than fifteen (15) continuous minutes standby time during the day shall have  
44 additional time added to the fifty (50) minutes to a maximum of sixty (60) minutes for the above.  
45 Additional paid time may be pre-authorized by a Transportation Supervisor for unique fueling situations.  
46  
47

1 **Section 6.3. Multiple Assignments.**

2 When a Bus Driver is required to drive more than one bus in a day, they shall be given up to fifteen (15)  
3 minutes of additional time, unless the driver has adequate standby time available, to perform pre-trip and  
4 post-trip responsibilities. This time shall not exceed sixty (60) total minutes when combined with time  
5 provided per Section 6.1.

6  
7 **Section 6.4. Responsibilities When Driving Alternative Buses.**

8  
9 Definitions:

- 10  
11 1) A “substitute regular” bus is a bus regularly assigned for use by another driver but reassigned  
12 on a temporary basis.  
13  
14 2) A “spare” bus is a bus not assigned to a driver for regular use, but reserved for special  
15 assignments as needed.  
16  
17 3) When a “substitute regular” bus is used, Sections 6.1 (a) and (f) above are required.  
18  
19 4) When a “spare bus” is used, except when it is assigned for all the drivers’ runs, only Section 6.1  
20 (a), (b) and (f) are required. If a “spare bus” is assigned for all of a driver’s runs, all of Section  
21 6.1 applies.  
22

23 **Section 6.5. Bus Assignments.**

24 The parties agree that it is desirable that the district best use its equipment, in part by determining the  
25 appropriate vehicles to transport students. They also, however, recognize the drivers’ desire to choose  
26 the equipment they use. Therefore, at bid, categories of buses available for each run or route shall be  
27 made clear so that drivers may choose their runs, routes and buses accordingly. Bus availability will  
28 be determined by the District based on program needs and bus size, capacity, age, location and  
29 condition. During the year, a change in equipment may be made only upon determination that it is  
30 necessary to best use such equipment based on the same criteria used to categorize buses during bids.  
31  
32  
33

34 **ARTICLE VII**

35  
36 **BUS DRIVER ASSIGNMENTS**

37  
38 **Section 7.1. Routes, Runs and Bidding.**

39 A run is any segment of time required to transport students, has an established beginning and ending time,  
40 and is expected to be driven on a regular basis. A route is comprised of specific runs. Run needs and  
41 times are established by the District and may include an AM/PM run, a mid-day run (e.g.: a Preschool  
42 run, advanced math/world language runs, etc.), a Special Service run (e.g.: Summit, Gateway, Special  
43 Education students with alternative schedules, therapy, etc.), and/or an after school activity run  
44 (transporting elementary students home after tutoring, or transporting secondary students home after an  
45 athletic practice, club meeting or other school activity). Mid-day runs shall be bid separate from AM/PM  
46 runs.  
47

1 When runs are not bid on, are dropped mid-year, or when runs need to be assigned, the District will  
2 identify drivers eligible to be assigned runs based on proximity and paid status, in an effort to maximize  
3 efficiency. Identified drivers will have right of first refusal based on seniority. If none of the identified  
4 drivers accept the run, the least senior driver must accept the run.

5  
6 The annual bid for routes, runs and buses, will be in November, effective December 1, and posted five (5)  
7 working days prior to bidding. Drivers will be permitted to bid routes up to forty (40) hours per week. If  
8 additional work remains available after all drivers have bid, the district will offer a second round of  
9 bidding, in which drivers may be permitted to bid into an overtime status for their annual bid.

10  
11 Bids will be made on the basis of seniority with each driver having an opportunity to meet individually  
12 with the supervisor, or designee, to select their route and bus. However, if the selection is not completed  
13 in thirty (30) minutes, the route and/or run and bus will be assigned by the supervisor, or designee.  
14 Drivers will be paid thirty (30) minutes for bidding.

15  
16 **Section 7.2. Minimum Pay for AM/PM Runs.**

17 Employees shall be paid a minimum of two point six (2.6) consecutive hours per morning run (for  
18 transporting students to school) and/or not less than a minimum of two point six (2.6) consecutive hours  
19 per afternoon run (for transporting students from school, excluding runs per Section 7.3). Standby time is  
20 calculated separately per Section 7.11.

21  
22 Drivers that have completed their assigned routes early, at the discretion of the District shall be assigned  
23 additional bus driver duties during their remaining paid time.

24  
25 Summer/ESY runs shall be paid a minimum of two (2) hours for the AM run and a minimum of two (2)  
26 hours for the PM run.

27  
28 **Section 7.3. Minimum Pay For All Other Runs.**

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

31  
32 **Section 7.4.**

33 After school activity runs are eligible for standby time.

34  
35 **Section 7.5.**

36 The annual November bid awarded (all straight time and overtime awarded to a driver in the annual bid)  
37 will not be reduced without the employee's consent, except for those reductions resulting from  
38 modifications because of the school calendar (i.e., conference days, planning days, last day of school,  
39 inclement weather, etc.) and/or fluctuations experienced with the secondary school activities program.  
40 However, drivers who do, in fact, experience a reduction of their bid hours can be assigned, without  
41 bidding, to field trips (i.e.: museum trips and/or other job-related duties (i.e., emergencies, inventory bus  
42 supplies, etc.) to compensate for their reduced time. The District's interest will be to match, as closely as  
43 possible, the assigned work with the amount of lost time. However, on occasion, the assigned work may  
44 exceed the driver's bid level.

1 **Section 7.6. Extending a Run Time After Bid.**

2 Additional time may be added to a run at any time. The District will identify runs eligible to be assigned  
3 extra time based on proximity and paid status, in an effort to maximize efficiency. If the run time  
4 extension results in additional time of thirty one (31) minutes or more from the driver's original bid time  
5 for the total length of the run, identified drivers will have right of first refusal based on seniority. If none  
6 of the identified drivers accept the extended time, the least senior driver must accept the extended time.  
7 Per Section 7.1, a driver's AM/PM run shall be considered a single "run."

8  
9 **Section 7.7. Removal From Run Due to Conflict.**

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

13  
14 In these situations, the District shall have the right to remove an employee from a conflict situation  
15 through reassignment. The reassigned employee's previous run/route shall be open for bid. The  
16 reassigned employee may bid on an open run/route or the District will assign the employee work equal to  
17 the hours of the run/route from which the employee was moved. The employee may also accept a new  
18 run/route which would result in a reduction in hours, if they choose.

19  
20 **Section 7.8. Open Routes and Runs.**

21 Additional routes and runs may become available after the annual November bid (i.e.: transportation of  
22 homeless students or students with newly identified disabilities). In the event a run or route is  
23 permanently vacated for any reason by the driver who was awarded the run or route by bid, the run or  
24 route will be considered open and available for bid. Within three (3) working days, the open run or route  
25 will be posted for five (5) working days. A run or route is not open if an employee is placed on  
26 administrative leave or if a run or route is held open consistent with other provisions of this Agreement.  
27 The run, route, and/or bus will be bid and awarded on the basis of seniority. The award of runs, routes and  
28 buses will be made within five (5) working days of the closing date of the posting.

29  
30 One run may be dropped once per year (exceptions to this provision/runs that cannot be dropped: a  
31 driver's AM/PM run, and any run assigned to a driver by the district). Bidding on a run to replace the  
32 driver's current run does not constitute a "drop".

33  
34 In addition to the annual bid in November, employees may bid on and be awarded a bus of equal capacity  
35 one (1) time during the year (December through October). This one additional award may be made on a  
36 newly purchased bus, or a bus that has become available for bid for other reasons as determined by the  
37 District.

38  
39 **Section 7.9.**

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

44  
45 **Section 7.10.**

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

1 **Section 7.11. Standby Time.**

2 When the amount of time between two established runs or trips is forty-five (45) minutes or less, the  
3 driver will remain in a paid, standby status. All drivers standing by shall be available to be assigned  
4 work. Minimum pay for runs, per Sections 7.2 and 7.3, is applied separately and not used to calculate  
5 standby time.  
6  
7  
8

9 **ARTICLE VIII**

10 **FIELD TRIPS**

11 **Section 8.1.**

12 A field trip is an activity that is usually a one-time occurrence and is not part of the route. Field Trips will  
13 be posted for bid consistent with the following:  
14  
15  
16

- 17 a. Overtime. Field Trips will not be assigned to an employee when it interferes with any run.  
18 Employees may exceed forty (40) hours per week up to a maximum of twenty (20) hours  
19 per month. Exceptions to this overtime maximum will be made for the Daffodil parade,  
20 annual bids that were permitted by the district to bid into an overtime status, and may also  
21 be made based on other needs (e.g. insufficient drivers bidding on trips and runs). In such  
22 cases, the employee may bid on the field trips and will be awarded by seniority. Each  
23 employee will monitor their use of overtime through the use of an overtime log sheet.  
24 When potential violations are identified, the District and Union will investigate the matter.  
25 If the violation is proved to be true, the employee will be disciplined consistent with  
26 Section 8.2. Issues related to this overtime provision (Section 8.1.a) may not be grieved  
27 and the employee negatively affected by the violation will not be able to recover the lost  
28 pay. Hours paid for drug testing shall not be counted toward an employee's maximum  
29 hours of overtime each month.  
30  
31 b. All field trips will be posted on the bulletin board in the Drivers' lounge at least one (1)  
32 week prior to the start of the field trip, except in cases of emergency.  
33  
34 c. All field trips will show a time posted and a time to be awarded. Award time will normally  
35 be at noon, forty eight (48) hours prior to the start of the field trip.  
36  
37 d. Field Trips will be awarded on the basis of seniority and qualifications needed to perform  
38 the trip duties as determined by the Transportation Director and/or the Dispatcher.  
39  
40 e. Field Trips will be awarded at the time shown on the posting. If additional buses are  
41 needed at the time of departure, an effort will be made to give the additional work to the  
42 person with the next highest seniority, who had bid on the field trip. In the event no driver  
43 has signed up for a specific trip, an all call will be made over the two-way radio and the  
44 trip will be awarded to the most senior driver who responds.  
45  
46 f. Drivers shall be allowed to use their bid awarded bus for non-school day field trips,  
47 provided the equipment matches the needs and requirements of the trip.  
48

- g. Drivers who fail to appear for an awarded field trip and/or who fail to give appropriate notice in the case of an emergency will be removed from being eligible to bid on field trips as follows: 1<sup>st</sup> offense, removal for thirty (30) calendar days. 2<sup>nd</sup> offense, removal for ninety (90) calendar days. 3<sup>rd</sup> offense, removal for the remainder of the school year.
- h. Short in-district field trips are trips that are one (1) hour or less in duration. These trips will not be posted for bid, but will be assigned to the most senior driver whose route makes him/her most available.
- i. Drivers may elect to not take any field trips, to take only day field trips, to take only night field trips, or to take only weekday field trips. A day field trip is a trip commencing before 5:00 p.m. and/or ending before 7:00 p.m. and pays a minimum of one (1) hour, unless continuous with other paid time. A night field trip is a field trip commencing after 5:00 p.m. and ending after 7:00 p.m. and pays a minimum of two (2) hours, unless continuous with other paid time. This decision must be made, and notification must be given to the dispatcher within the first ten (10) days of school. The driver reserves the right to change their decision at any time during the year upon a minimum of at least ten (10) days written notice to the dispatcher. The District reserves the right to request any driver to take a field trip in the event their services are needed, beginning with the least senior available driver.

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

### **Section 8.2.**

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

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

### **Section 8.3.**

Pay for cancelled Field Trips.

1. On non-student days, field trips that are canceled less than one (1) hour prior to the scheduled start time, the driver will receive two (2) hours of call out pay.
2. If a field trip is canceled on a regularly scheduled school day and the driver is already in a paid status, the driver will not receive call out pay.
3. If a field trip is canceled *before* 5 pm on a regularly scheduled school day and the driver is not in a paid status and the field trip is canceled less than one (1) hour prior to the scheduled start time, the driver will receive one (1) hour of call out pay.



- 1 4. If a field trip is canceled *after* 5 pm on a regularly scheduled school day and the driver  
2 is not in a paid status and the field trip is canceled less than one (1) hour prior to the  
3 scheduled start time, the driver will receive two (2) hours of call out pay.  
4

5 **Section 8.4.**

6 Senior employees shall have the consideration and privilege of being asked when an overnight field trip  
7 has been scheduled. When an employee is awarded an overnight field trip, the employee will be provided  
8 separate lodging. The cost of lodging, meals and expenses will be provided by the District or reimbursed  
9 by the District in accordance with District policy. If an overnight field trip exceeds ten (10) or more hours  
10 in any one day, there will be two (2) drivers on the overnight field trip consistent with the Commercial  
11 Driver's License Laws. Drivers will be provided a trip guide to outline information regarding fueling,  
12 expense advances, and contact numbers in case of breakdowns and other emergency situations.  
13

14 **Section 8.5.**

15 On non-school days, if field trips come in after the last school day/last working day for drivers, the field  
16 trips will be handled in the following manner:  
17

- 18 1. Five (5) working days prior to a school break period, a roster will be posted for employees  
19 to sign up expressing their desires to work and take field trips during that school break.  
20 2. The Transportation Department will notify the most senior employees who signed up on  
21 the roster of any field trip until they find an employee who is available to drive the trip. If  
22 an employee is contacted twice but does not accept a trip, the employee will be removed  
23 from the roster for the remainder of the school break period.  
24  
25  
26

27 **ARTICLE IX**

28 **GRIEVANCES**  
29  
30

31 An orderly procedure for processing of employee grievances is a matter of mutual concern for the Union  
32 and the District. For purposes of this Agreement a grievance shall be defined as any condition, action, or  
33 lack of action of the School District which the employee believes to be a violation, misinterpretation, or  
34 misapplication of the provisions of this Agreement. The employee is entitled to have Union  
35 representative at any conference held pursuant to this Article. Prior to filing any grievance under this  
36 Article, it is preferred that the employee discuss his or her concerns with the employee's immediate  
37 supervisor as a good faith attempt to resolve any disagreement without the need for further proceedings.  
38

39 **Section 9.1. STEP 1:**

40 Within twenty (20) district business days following the employee's knowledge of the act or condition  
41 which is the basis for a grievance, the employee or the Union shall submit a Step 1 grievance in writing to  
42 Human Resources. The grievance shall include the name of the grievant, the section of the CBA alleged  
43 to be violated, pertinent details about the nature of the alleged violation, and the remedy sought.  
44

45 Human Resources shall determine the appropriate district respondent, who shall hold a Step 1 conference  
46 within ten (10) district business days of receipt of the Step 1 Grievance.  
47

1 The respondent shall respond in writing within ten (10) district business days of the conference, and shall  
2 include the reason(s) for the decision in the Step 1 written response.

3  
4 **Section 9.2. STEP 2:**

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

10  
11 Human Resources shall determine the appropriate district administrator who shall hold the Step 2  
12 conference within ten (10) district business days of receipt of the Step 2 Grievance.

13  
14 The district administrator shall respond in writing within ten (10) district business days of the Step 2  
15 conference and shall include the reason(s) for the decision in the Step 2 written response.

16  
17 **Section 9.3. STEP 3:**

18 If the employee or the Union is not satisfied with the Step 2 written response, the employee or the Union  
19 may submit a written Step 3 grievance to Human Resources for a Step 3 decision by the Superintendent or  
20 their designee, within ten (10) district business days of receipt of the Step 2 decision.

21  
22 The Superintendent or their designee shall provide the employee or the Union with a written response  
23 within ten (10) district business days of receipt of the Step 3 grievance request and shall include the  
24 reason(s) for the decision in the Step 3 written response.

25  
26 **Section 9.4. STEP 4:**

27 If the employee or the Union is not satisfied with the Step 3 written response, except for grievances  
28 arising from Article V, Evaluations, the Union may require binding arbitration. If the Union elects to seek  
29 binding arbitration, it shall within ten (10) district business days after receiving the Step 3 written  
30 response submit written notice to the Superintendent and Human Resources notifying of its demand to  
31 seek binding arbitration.

32  
33 Representatives of the Union and District shall have ten (10) district business days to mutually agree on  
34 an arbitrator. If the parties are unable to mutually agree on an arbitrator, the Union shall request a list of  
35 at least seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) within twenty  
36 (20) district business days after providing notice of its demand to seek binding arbitration under this  
37 section. Unless otherwise agreed to between the Union and the District, the parties will determine the  
38 arbitrator from this list by alternately striking names from the list.

39  
40 The selected arbitrator shall issue their decision within thirty (30) calendar days from the date of the close  
41 of the hearing, or from the date the final statements or post-hearing briefs are submitted. The arbitrator's  
42 decision shall be in writing and shall set forth the findings of fact, reasoning, and decision. The arbitrator  
43 will be without power or authority to make any decision which is outside of this Agreement.

44  
45 The decision of the arbitrator shall be submitted to the District and the Union and will be final and  
46 binding upon both parties, provided however that the arbitrator's decision is not clearly erroneous,  
47 arbitrary and capricious, and is not in violation of state and federal law or the Constitution.



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

5  
6 **Section 9.5. Time Limits.**

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

11  
12 **Section 9.6.**

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

15  
16  
17  
18 **ARTICLE X**  
19  
20 **GROUP INSURANCE**

21  
22 **Section 10.1.**

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

27  
28 **Section 10.2. Tort Liability Coverage.**

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

31  
32  
33  
34 **ARTICLE XI**  
35  
36 **HOLIDAYS AND VACATIONS**

37  
38 **Section 11.1. Holidays.**

39  
40 **Section 11.1.1. Holidays for Bus Drivers and Fleet Drivers.**

41 The days listed below shall be considered paid holidays for all regular Bus Drivers and Fleet  
42 Drivers based on average daily hours normally worked during a driver's regular work year.  
43 Holiday pay for the days listed below will be granted when the driver works or is on paid status  
44 during the regularly-scheduled work day before and after the holiday. Holiday pay will not be  
45 granted during any unpaid leave of absence.

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

\*Labor Day, Juneteenth and Independence Day will be given as a paid holiday if the employee's regular work schedule requires them to work the workday before the holiday and the workday after the holiday (or the district's designated observance day for the holiday) within the same school year (September through August).

*Examples:*

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

**Section 11.1.2. Holidays for Dispatchers.**

The days listed below shall be considered paid holidays for Dispatchers based on daily hours normally worked during an employee's regular work year. Holiday pay for the days listed below will be granted when the employee works or is on paid status during the regularly-scheduled work day before and after the holiday. Holiday pay will not be granted during any unpaid leave of absence.

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve Day
	Christmas Day

\*Independence Day will be given as a paid holiday if the Dispatcher regular work schedule requires them to work the workday before the holiday and the workday after the holiday (or the district's designated observance day for the holiday) within the same school year (September through August).

**Section 11.1.3. Holidays for Routers.**

The days listed below shall be considered paid holidays for all full-year Routers based on daily hours normally worked during an employee's regular work year. Holiday pay for the days listed below will be granted when the employee works or is on paid status during the regularly-scheduled work day before and after the holiday. Holiday pay will not be granted during any unpaid leave of absence.

New Year's Eve Day	Labor Day
New Year's Day	Veteran's Day
Martin Luther King Jr. Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Juneteenth	Christmas Day
Independence Day	

## **Section 11.2.**

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

## **Section 11.3. Vacation.**

### **Section 11.3.1. Vacation Pay for Bus Drivers and Fleet Drivers.**

Regular Bus Drivers and Fleet Drivers will receive vacation pay in June based on average daily hours normally worked during the driver's regular work year, as follows:

<u>YEARS</u>	<u>VACATION DAYS/YR</u>
1	7
2	8
3	10
4-8	12
9	13
10	14
11-15	15
16-17	16
18-19	18
20+	20

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

### **Section 11.3.1.1.**

Regular Bus Drivers and Fleet Drivers who are employed and working, or on paid illness, injury or emergency leave for ninety (90) or more school days, will be considered to have completed a year of service for vacation credit. Regular Bus Drivers and Fleet Drivers who are employed and working, or on paid illness, injury or emergency leave for less than ninety (90) days, will not receive vacation credit.

**Section 11.3.1.2.**

In cases of termination, either voluntary or involuntary, the employee who is entitled to vacation credit will receive prorated pay for the number of accrued vacation days earned to the termination of employment date.

**Section 11.3.2. Vacation for Dispatchers.**

Dispatchers shall accrue vacation days for each year of work completed to a maximum of twenty-four (24) days, per the chart below. Vacation for less than full year or less than full time Dispatchers will be prorated based on a full day (8 hours)/full year (260 days), using the employee's regular work hours and days per year. Employees must work at least half of their assigned work year to earn credit for a year of service for vacation purposes. Employees will not be granted vacation time, but will be paid for accrued vacation time as part of the June pay warrant following the end of the school year.

<b>260 DAY EMPLOYEES (to be prorated for less than full year/full day employees)</b>	
<b><u>YEARS</u></b>	<b><u>VACATION DAYS/YR</u></b>
0-4	15
5	16
6	17
7	18
8	19
9	20
10	21
11	22
12	23
13	24

**Section 11.3.2.1.**

Dispatchers who are employed and working, or on paid illness, injury or emergency leave for ninety (90) or more school days, will be considered to have completed a year of service for vacation credit. Dispatchers who are employed and working, or on paid illness, injury or emergency leave for less than ninety (90) days, will not receive vacation credit.

**Section 11.3.2.2.**

In cases of termination, either voluntary or involuntary, the employee who is entitled to vacation credit will receive prorated pay for the number of accrued vacation days earned to the termination of employment date.

**Section 11.3.3. Vacation for Routers.**

Routers shall accrue vacation days for each year of work completed to a maximum of twenty-four (24) days, per the chart below. Vacation for less than full year or less than full time employees will be prorated based on a full day (8 hours)/full year (260 days), using the employee's regular work hours and days per year. Employees must work at least half of their assigned work year to earn credit for a year of service for vacation purposes.

**260 DAY EMPLOYEES  
(to be prorated for less than  
full year/full day employees)**

<u>YEARS</u>	<u>VACATION DAYS/YR</u>
0-4	15
5	16
6	17
7	18
8	19
9	20
10	21
11	22
12	23
13	24

**Section 11.3.3.1.**

Routers shall be eligible to utilize vacation upon completion of their probationary period.

**Section 11.3.3.2. Use of Vacation Days for Routers.**

Vacations shall be requested by Routers in advance of use. Vacation requests may be denied if the employee does not have the requested number of accrued days available at the time of request and use, or if granting the request would create a hardship for department operations.

**Section 11.3.3.3. Vacation Carry over and Payment at Separation for Routers.**

No more than forty (40) days of vacation may be carried over into a succeeding school year. A maximum of thirty (30) days of vacation may be liquidated to cash upon separation from employment.

**Section 11.3.3.4. Extended Vacation Carryover for Routers.**

In extreme workload situations where an employee has not been permitted to reasonably use vacation throughout the year and the employee is scheduled to lose earned vacation that exceeds the maximum allowable days, the employee may make a request to HR (no later than August 1 annually) to carry over up to five (5) days of earned vacation (beyond the maximum carryover amount) for four months, ending December 31.

**Section 11.4.**

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

**Section 11.5. Fair Day and Inclement Weather.**

The District will not reduce an employee's regular paid time on Fair Day, when the District provides a general student release for this purpose.

If a Bus Driver or Fleet Driver's work days are shortened throughout the school year due to inclement weather, the driver may make up the hours lost throughout the year by attending District directed training to be offered within seven (7) days following the last day of school.

## ARTICLE XII

### MEDICAL EXAMINATION

#### **Section 12.1. Physical Examinations for CDL Requirements.**

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

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

#### **Section 12.2. Required Physicals for CDL Holders.**

Required physicals are to be taken at an employee's nonscheduled time. A maximum of one (1) hour total per year with pay will be allowed for physicals by the District-designated physician or by non-District-designated physicians. When the District requires an employee to see a District-designated physician for a D.O.T. Fit for Duty physical, the employee will be reimbursed for mileage.

## ARTICLE XIII

### HIRING AND PROBATIONARY PERIOD

#### **Section 13.1. Transportation Dispatcher and Router Job Postings.**

When a Dispatcher or Router position is open, notice of the opening shall be published on the District website for a minimum of seven (7) calendar days. Such position notice shall include the approximate hours per day, approximate days per year, the general description of the assignment and any special testing or selection requirements.

#### **Section 13.2. Hiring.**

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

##### **Section 13.2.1. Hiring of Dispatchers and Routers.**

When determining ability and performance of Dispatchers and Routers, objective criteria such as the following will be considered: technical skill level, interpersonal and communication skill level, customer service skill level, organizational and teamwork skill levels related to the position, and driving safety history. Such skill levels shall be determined by assessments, interview results, annual performance evaluations, driving safety history, and reference checks. If the District determines that skill assessments are needed, they will be administered after the conclusion of the interview process. A score of eighty percent (80%) will be considered a passing score on any test. If employees do not receive a passing score, but receive a minimum of seventy-five percent

(75%), the District will consider skill level based on interview results, annual performance evaluations, driving safety history, and reference checks.

The District shall have the absolute right to hire the most senior employee applicant without regard to procedure. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance greater than a senior employee or senior employees, the junior employee may request written rationale for its decision.

### **Section 13.3. Probationary Period.**

New employees shall serve a probationary period of ninety (90) days of work. Upon completion of the probationary period, further employment shall be on a regular employment status. With notification to the union, the probationary period may be extended up to thirty (30) working days and shall include a plan of improvement and additional training as needed. During the probationary period, the District may terminate an employee at its sole discretion. Such termination shall not be subject to the grievance procedure. Employees on probationary status are not eligible to bid on new or open jobs or positions outside of their job classification, unless mutually agreed by the parties.

#### **Section 13.3.1. Trial Period Return Right For Bus Drivers and Fleet Drivers.**

Bus Drivers and Fleet Drivers who begin working in a different job classification will serve a Trial Period for the first twenty (20) working days in the new classification. During the Trial Period, the Driver may elect to transfer back to their previous job classification of Bus Driver or Fleet Driver, provided there is still a vacancy/open position in their former job classification. If there is not an open position, the Driver may work as a substitute in their former classification, paid as a substitute, and will be considered for open positions when available. For the purpose of this section, a position shall be deemed to have been filled when a replacement has been selected and notified.

### **Section 13.4.**

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

## **ARTICLE XIV**

### **SENIORITY AND JOB CLASSIFICATIONS**

#### **Section 14.1. Job Classifications.**

Employee seniority shall be defined in three job classifications, as follows:

- Bus Drivers – The employee's first working day as a regular bus driver (not substitute).
- Fleet Drivers – The employee's first working day as a regular Fleet Driver.
- Dispatchers and Routers – The employee's first working day as a regular Dispatcher or Router.

Seniority rights shall be effective within each of these job classifications, separately.

Seniority ties within each job classification will be resolved first by the date of application, which shall be defined as the date noted by the applicant on their current active application; then by a lottery system as



established by the Transportation Director. A list of employees, arranged in the order of their seniority within each job classification above shall be posted at each transportation facility.

**Section 14.2. Loss of Seniority.**

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

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

**Section 14.3.**

Previously earned Seniority within a job classification defined in section 14.1 shall not be lost for the following reasons, however, seniority shall not continue to accrue during the following:

- a. Time lost by reason of industrial accident or industrial illness;
- b. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States; or
- c. Time spent in an unpaid leave of absence.
- d. Change in job classification

**Section 14.4. Layoff.**

In the event of a layoff, the least senior employee within the job classification (Section 14.1) shall be the first laid off and the most senior employee laid off shall be the first rehired. Employees who have been laid off shall be eligible to work as substitutes, paid at the substitute hourly rate of pay. Employees returning to the District within two (2) years of layoff shall be credited back all their former seniority.

**ARTICLE XV**

**SUBSTITUTE DRIVERS**

**Section 15.1. Regular Substitutes Bus or Fleet Drivers.**

A regular substitute Bus or Fleet Driver is any employee who does not hold a regular full-time position with the District, but has completed the required training courses to be eligible to work as either a substitute Bus or Fleet Driver.

**Section 15.1.1. Emergency Substitutes Bus Drivers.**

An emergency substitute Bus Driver is any Bus Driver who does not hold a regular full-time position with the District, has completed the required training courses to be eligible to work as a substitute Bus Driver, but does not wish to be considered for a regular Bus Driver assignment. Emergency substitutes will only be used when regular Bus Driver substitutes are not available. Emergency substitutes who served as a regular route driver shall qualify for a Senior Substitute hourly rate of pay, equal to that of their last salary step, including longevity, on Schedule A when they worked as a regular driver.

**Section 15.2.**

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



1 **Section 15.3.**

2 Substitute Bus Drivers will be eligible for special runs only when the run conflicts with regularly-  
3 scheduled runs for a regular driver.  
4

5 **Section 15.4.**

6 Seniority rights and other employee benefits detailed in this Agreement do not apply to substitute  
7 employees. Substitute Bus Drivers (excluding emergency substitutes) will be given consideration when  
8 openings occur, based on performance rather than seniority. If a substitute is offered a regular assignment  
9 but declines more than once, they will be moved to the bottom of the substitute roster.  
10

11 **Section 15.5. Substitute Bus Driver Roster.**

12 When a Bus Driver applicant successfully completes the driving test, they shall be placed on the substitute  
13 roster in seniority order within the training class using their application date. If an applicant does not pass  
14 the driving test, the applicant must re-take the test at a later date. Once the applicant successfully passes  
15 the driving test during a re-take, they will be placed on the substitute roster with a seniority date based on  
16 the date they successfully passed the test. Substitutes shall be used from the roster on a rotating basis for  
17 replacement of drivers on regular runs, except as noted in Section 15.10. Roster dates will be adjusted for  
18 long-term leave periods. A separate roster will be maintained for regular substitutes and emergency  
19 substitutes.  
20

21 **Section 15.6. Substitute Bus Driver Rotation Roster.**

22 Each day Bus Driver substitutes shall be called starting with the person where calling left off the day  
23 before. A weekly log showing the calling pattern shall be posted each Monday for the previous week.  
24

25 Regular substitutes may be removed from the substitute rotation roster if a substitute does not accept an  
26 assignment more than three (3) times within thirty (30) consecutive calendar days, or if the substitute is  
27 not reachable by phone when called for a substitute assignment more than three (3) times within thirty  
28 (30) consecutive calendar days. In such cases, substitutes will be removed from the rotation roster for  
29 fifteen (15) work days at which time the substitute may make a written request to be reinstated on the  
30 roster.  
31

32 **Section 15.7.**

33 Regular Bus Driver substitutes, once placed in an assignment, will be kept in the assignment until the  
34 regular driver returns, provided their work is found to be satisfactory and/or the District does not need to  
35 reassign them to cover another run.  
36

37 **Section 15.8.**

38 If a Bus Driver substitute is unavailable to work for a short duration of time due to their own illness while  
39 working for a regular driver who is on a long-term leave, the substitute shall be placed back on the run for  
40 which they were originally covering until the regular driver returns. If an assignment is declined, the next  
41 ranked employee will be offered the assignment. This process will be followed until the assignment is  
42 filled.  
43

44 **Section 15.9. Unsatisfactory Substitute Performance.**

45 Any substitute, whose work is judged to be unsatisfactory, shall be notified in writing by a Transportation  
46 Administrator or Supervisor of the District's decision to exclude them from the substitute roster.  
47  
48

1 **Section 15.10 Substitute Bus and Fleet Driver Evaluations.**

2 Regular substitute Bus Drivers and Fleet Drivers shall be evaluated on an annual basis. If the  
3 substitute's work performance is deemed unsatisfactory, the substitute shall not be eligible for  
4 placement into a regular run. After completing thirty (30) work days following a substitute driver's  
5 receipt of an unsatisfactory evaluation, the substitute (or the Transportation Director/designee) may  
6 request to be re-evaluated. The substitute shall be eligible for placement into a regular position once  
7 they receive a satisfactory re-evaluation rating. If the substitute driver is not able to receive a  
8 satisfactory re-evaluation rating after two (2) re-evaluation attempts, the Transportation  
9 Director/designee may make a recommendation to Human Resources to terminate the substitute  
10 driver's employment with the District.  
11  
12  
13

14 **ARTICLE XVI**

15 **DISCRIMINATION**

16  
17  
18 **Section 16.1.**

19 Employees shall not be discriminated against by reason of race, creed, religion, color, marital status,  
20 sexual orientation, gender, gender expression or identity, age, national origin, domicile, bona fide political  
21 activity or lack thereof, or the presence of any sensory, mental, or physical disability.  
22

23 **Section 16.2.**

24 No public employer, or other person, shall directly or indirectly interfere with, restrain, coerce or  
25 discriminate against any public employee or group of public employees in the free exercise of their right  
26 to organize and designate representatives of their own choosing for the purpose of collective bargaining or  
27 in the free exercise of any other right under the Collective Bargaining Act, RCW 41.56.  
28  
29  
30

31 **ARTICLE XVII**

32 **CONVERSION OF ACCUMULATED ILLNESS, INJURY AND EMERGENCY LEAVE**

33  
34  
35 **Section 17.1. Non-VEBA Conversion.**

36 Employees may elect an annual conversion of accumulated illness, injury and emergency leave in  
37 accordance with number one (1) below. Employees may elect a conversion of illness, injury and  
38 emergency leave upon retirement, separation from service or death for monetary compensation in  
39 accordance with number two (2) below. The conversion procedures are as follows:  
40

- 41 1. **Annual conversion of Accumulated Illness, Injury and Emergency Leave:**  
42 Any employee who at the end of the immediately previous calendar year shall have  
43 accumulated in excess of sixty (60) days of unused illness, injury and emergency leave,  
44 may convert unused illness, injury and emergency leave earned the previous year in excess  
45 of sixty (60) days to monetary compensation at the rate of 25 percent of the employee's  
46 current full-time daily rate of compensation for each full day of eligible illness, injury and  
47 emergency leave up to twelve (12) days. Any such election shall be made by written

notice to Human Resources during the month of January. Any such annual conversion of accumulated illness, injury and emergency leave shall be in accordance with law.

2. Conversion of Illness, Injury and Emergency Leave Upon Retirement, separation from service or Death:

Any employee who shall retire, separate from service or die while employed by the District may elect (personally or by a personal representative, as appropriate) to convert accumulated unused illness, injury and emergency leave days to monetary compensation at the rate of twenty five percent (25%) of the employee's full-time daily rate of compensation at the time of retirement, separation from service or death for each full-day of eligible illness, injury and emergency leave, up to a maximum of one hundred eighty (180) days. Any such conversion of illness, injury and emergency leave upon retirement, separation from service or death shall be in accordance with law, including RCW 28A.400.210 and RCW 28A.400.212.

**Section 17.2. VEBA Conversion.**

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

**ARTICLE XVIII**

**GENERAL POLICIES**

**Section 18.1. District Bulletin Boards.**

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

**Section 18.2. Meetings.**

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

**Section 18.3. Unsafe Vehicles.**

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

1 **Section 18.4. Accidents, Damage or Vandalism.**

2 Employees must report all accidents, damage (regardless how minor), and vandalism to the Driver Trainer  
3 or a Transportation Administrator, immediately.  
4

5 **Section 18.5. Bus Driver Job Sharing.**

6 Two (2) Bus Drivers may request to job share one assignment if one (1) of the job share partners has a  
7 special circumstance which prevents them from working a full assignment.  
8

9 Job share applications must be submitted to the Transportation Director three (3) weeks prior to  
10 annual bid. Job share requests will be considered in the order received and will only be considered  
11 upon submittal of a complete job share application form. The application form shall include the names  
12 of both job share partners, the nature of the special circumstances which prevent at least one (1) of the  
13 partners from working a full assignment, and the details of how the job responsibilities, work days and  
14 work hours will be shared. Approval of job share requests shall be made by the Transportation Director  
15 based on the operational needs of the Transportation Department.  
16

17 Job share partners must commit to the job share at annual bid in November and maintain it until the  
18 following annual bid. If one (1) job share partner is unable to complete their portion of the job share, the  
19 open portion of the job share will be offered to the other job share partner first and then will be open for  
20 bid. If the district is unable to fill the open portion of the job share, the job share will be dissolved and the  
21 partner who is able to work will be utilized as a substitute (or they may bid into another open, non-job-  
22 share route).  
23

24 When one (1) job share partner becomes temporarily unable to work due to illness, injury, etc., that  
25 portion of the job share will be offered to the other job share partner before it is offered to a substitute  
26 employee.  
27

28 Job share teams cannot work alternating weeks or months, but instead each will be required to  
29 work an ordinary workweek.  
30

31 Job share employees are not eligible to bid on mid-day runs or therapy runs. Job share employees may not  
32 bid on any extra work or field trips that conflict with the contracted run time of the employee or the  
33 employee's job share partner. Provided however, employees working at job share may work additional  
34 hours that would otherwise be assigned to a substitute.  
35

36 Job share employees shall be eligible for one half (1/2) of the perfect attendance incentive as identified in  
37 Section 5.18.  
38

39 Benefit eligibility for job share partners shall be determined by SEBB requirements.  
40

41 No employee shall be permitted to job share more than two (2) consecutive years without approval by the  
42 Transportation Director.  
43

44 **Section 18.6. Labor Management.**

45 In the spirit of cooperation, openness and trust, the parties wish to attempt to discuss and resolve problems  
46 that arise during the life of this Agreement. To this end, the labor management team will schedule  
47 meetings to problem solve.  
48

### **Section 18.7. Snow Patrol.**

Employees selected by the district to participate with other district staff on the Snow Patrol team will partner with district leaders to help assess road conditions, evaluate staff/student/family road access, and assess the feasibility of utilizing bus transportation after a snow fall (or in other abnormal weather/emergent conditions, such as assessing road debris after a windstorm or assessing black ice after a freezing rainfall). Snow Patrol positions will be posted and employees will be selected in alignment with the following parameters:

1. Experience as a school bus driver for at least the immediately preceding 2 years (5 years preferred).
2. Excellent safety record, driving record, and employment evaluations.
3. Must be reliable, with excellent attendance.
4. Must be available to communicate effectively.
5. Must be willing and available to respond to an early morning Snow Patrol call at approximately 3:00 a.m. (note: advance notice to be alert/anticipating the call will usually be given but can't be guaranteed in emergencies or unexpected changes in weather dynamics).
6. After receiving a call, must be available to report to the transportation office no later than 30 minutes after the call to begin road checks in a district vehicle.
7. Must assess conditions within an assigned area (per training and defined instructions), and report findings quickly to the Transportation Director/designee within a given timeline.
8. Once their road assessment is completed, the Snow Patrol team may also be used to support district operations in response to the emergent conditions (i.e.: spreading de-icer, starting buses early to allow longer engine warm up, etc.).
9. Must be willing and able to complete winter driver training to be familiar with route assigned.
10. On the days when the Snow Patrol team is deployed to drive Snow Patrol, they will only be required to cover their AM run. The district and driver will discuss whether the driver would be able to cover any of their other runs that day, based on the level of fatigue from their early morning patrol responsibilities that were completed.
11. This work is not guaranteed and is separate from the driver's regular school district route and work hours.
12. The District reserves the right to remove a driver from the Snow Patrol team at its discretion, including for lack of availability, fit, communications, or performance concerns.
13. Snow Patrol drivers will be compensated a \$2/hour differential above their regular rate of pay for this work.

### **Section 18.8. Assistant Driver Trainer Duties.**

Bus Drivers that are certified to train school bus drivers may be assigned at the discretion of the District in the role of Assistant Driver Trainer. The Supervisor will make a good faith effort to assign Assistant Driver Trainer work in an even-handed manner. The Supervisor will annually evaluate the performance of Assistant Driver Trainers.

## ARTICLE XIX

### EVALUATIONS

#### **Section 19.1.**

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

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

## ARTICLE XX

### WAGES AND WORK HOURS

#### **Section 20.1.**

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

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

#### **Section 20.2. Overtime.**

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

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

#### **Section 20.3.**

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



1 **Section 20.4. Monthly Staff Meetings.**

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

8  
9 **Section 20.5. Bus Driver Pay for Reviewing Routes and End-Of-Year Bus Cleaning.**

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

15  
16 Drivers changing runs will be paid one (1) hour for the purpose of practicing routes in a bus.

17  
18 Following the end of each school year, drivers will be given the opportunity to clean their own bus.  
19 Drivers will be paid four and one half (4½) hours for cleaning buses with a capacity of less than forty two  
20 (42) passengers. Drivers will be paid six (6) hours for cleaning all other buses.

21  
22 Those drivers who choose not to clean their bus must notify the Transportation Supervisor three (3) weeks  
23 prior to the end of the school year. The Transportation Supervisor will post hours and rules for bidding of  
24 unassigned/spare busses first. Hours will be awarded on a seniority basis. After all unassigned/spare  
25 busses have been bid and awarded for cleaning, the Transportation Supervisor will post hours and rules  
26 for bidding of assigned busses from those drivers who chose not to clean their own bus. Hours will be  
27 awarded on a seniority basis. If no one bids on an assigned bus that has posted, the regular driver will be  
28 responsible for cleaning their bus.

29  
30 **Section 20.5.1. Fleet Driver Pay for End of Year Vehicle Cleaning.**

31 Fleet Drivers will receive one (1) hour of compensation to clean one Fleet vehicle.

32  
33 **Section 20.6. Bus Driver 2-Hour Duty Call.**

34 Bus Drivers will be paid two (2) hours duty call at their regular rate of pay.

35  
36 A duty call is defined as work not during the normal work shift and work day, non-continuous with the  
37 normal work shift, work day, or other special assignments.

38  
39 **Section 20.7. Bus Driver and Fleet Driver Pay for Delayed or Canceled Work Days.**

40 If any Bus Driver or Fleet Driver reports for work and the scheduled work is cancelled by the District  
41 thirty (30) minutes or less prior to their stall departure time, they shall receive an allowance of two (2)  
42 hours pay at their regular rate of pay.

43  
44 If any Bus Driver or Fleet Driver reports for work, and the scheduled work is delayed by the District thirty  
45 (30) minutes or less prior to their stall departure time, they will remain on site and stay in a paid status or  
46 leave (forgoing extra compensation) and return at their revised stall time for the day.

**Section 20.8. Bus Driver and Fleet Driver Extra Time.**

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

**Section 20.9. Fleet Drivers / Bus Drivers Covering Fleet Driver Work.**

Fleet vehicles are used to assist with student transportation needs. Fleet vehicles driven by District employees who do not hold a CDL will be paid the applicable Fleet Driver hourly rate. If a non-CDL driver is not available, transportation may offer this work to a regular Bus Driver holding a CDL at their applicable Bus Driver rate.

**Section 20.10. Lunch and Rest Breaks.**

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

**Section 20.10.1. Dispatcher and Router Lunch and Rest Breaks.**

Full time (eight (8) hour) Dispatchers and Routers shall be provided with a one (1) hour duty-free unpaid lunch period. Employees shall be free to leave their assigned campus during their lunch period, provided they comply with appropriate sign-out procedures and return in a timely manner. Paid rest periods shall be fifteen (15) minutes in duration for each four (4) hours of work, in addition to the lunch break.

**Section 20.11.**

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

**Section 20.12.**

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

**Section 20.13.**

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

**Section 20.14. Correction of Pay Errors.**

Following notification to the employee, errors resulting in over or underpayments shall be corrected on the next month's payroll. If requested by the employee, the Human Resources Department and the employee will work out a repayment agreement prior to any adjustment to the employee's pay warrant. In the event an employee is notified of an overpayment prior to receiving said payment, the District may elect to deduct the full amount of overpayment from the employee's next pay warrant.

**Section 20.15. Direct Deposit.**

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



1 **Section 20.16. Employee Information.**

2 The names, home address, home and cell phone numbers, personal email address, work assignments,  
3 work locations, work email address, seniority date, hire date, hours per day per assignment, calendar  
4 title, level, step and hourly rate of pay of employees covered by this Agreement shall be provided in an  
5 editable format to the President of the Union and the PSE membership department at  
6 membership@pseofwas.org monthly, mid-month, and again after the completion of final payroll.  
7

8 **Section 20.17. Transfer of Previous Experience.**

9 Beginning September 1, 2023, newly hired employees who have previously been employed by a public  
10 school district(s) in the State of Washington in one of the job classifications contained herein shall be  
11 given:  
12

- 13 1) longevity credit for all years served in their job classification as identified in Section 14.1
- 14 2) an initial step placement, using the same placement considerations as that of a current Puyallup  
15 School District employees  
16

17 Such longevity and step placement decisions shall be determined by Human Resources.  
18

19 **Section 20.18. Employee Workday and Work Year.**

20 Human Resources will develop annual employee work calendars for each job classification, stemming  
21 from the student school calendar each year.  
22

23 **Section 20.18.1. Work Year for Routers.**

24 The work calendar for a full year Router is two hundred sixty (260) regular days. In school  
25 years (September 1 through August 31) when two hundred sixty one (261) or more regular days  
26 are available, additional unpaid, non-workdays shall be designated by Human Resources.  
27  
28  
29

30 **ARTICLE XXI**

31 **SAFETY**

32 **Section 21.1.**

33 The District shall take reasonable steps consistent with state law and district policies to protect employees  
34 from abusive behavior by students, parents and other employees.  
35  
36  
37  
38  
39

40 **ARTICLE XXII**

41 **DURATION**

42 **Section 22.1.**

43 This agreement shall be in full force and effect from September 1, 2023 through August 31, 2026.  
44 Should any provision of this Agreement or any application of the Agreement, to any employee or  
45 group of employees be found contrary to law, then such provision or application shall not be deemed  
46 valid and subsisting except to the extent permitted by law, but all other provisions or applications shall  
47  
48

1 continue in full force and effect. This Agreement shall be reopened as necessary to consider the  
2 impact of any legislation enacted, which may affect the terms and conditions herein, or create authority  
3 to alter personnel practices in public employment.  
4  
5  
6

7 **SIGNATURE PAGE**  
8  
9

10  
11 THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN THE PUYALLUP SCHOOL  
12 DISTRICT AND THE UNION.  
13  
14

15 PUBLIC SCHOOL EMPLOYEES  
16 OF WASHINGTON/SEIU LOCAL 1948  
17 PUYALLUP TRANSPORTATION  
18 CHAPTER, #626  
19  
20

PUYALLUP SCHOOL DISTRICT #3

21 BY: signature on file  
22 Colleen Shannon, Chapter President  
23  
24

BY: signature on file  
Amie Brandmire, Assistant Superintendent  
for Human Resources and Employee Relations  
25  
26

DATE: 8/14/24  
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DATE: 8/14/24

**PUYALLUP SCHOOL DISTRICT  
SCHEDULE A  
2023-24**

4th Year Bus Driver	\$ 31.74
3rd Year Bus Driver	\$ 30.17
2nd Year Bus Driver	\$ 29.64
1st Year Bus Driver	\$ 29.01
Substitute	\$ 26.35
Fleet Driver	\$ 23.71

Transportation Level		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Transportation Dispatcher	Base	\$ 33.38	\$ 34.54	\$ 35.67	\$ 36.74	\$ 37.75	\$ 38.69	\$ 39.56
Transportation Router	AA	\$ 33.71	\$ 34.89	\$ 36.02	\$ 37.11	\$ 38.13	\$ 39.08	\$ 39.96
Transportation Specialist	BA	\$ 34.04	\$ 35.24	\$ 36.38	\$ 37.47	\$ 38.50	\$ 39.47	\$ 40.35
	MA	\$ 34.38	\$ 35.58	\$ 36.74	\$ 37.84	\$ 38.88	\$ 39.85	\$ 40.75

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

---

**Ten (10) Year Longevity:** A driver who has completed at least ten (10) years of service in this bargaining unit will receive a wage increment of fifty cents (\$0.50) per hour effective September 1 following eligibility. Increments are not compounded.

**Fifteen (15) Year Longevity:** A driver who has completed at least fifteen (15) years of service in this bargaining unit will receive a wage increment of seventy-five cents (\$0.75) per hour effective September 1 following eligibility. Increments are not compounded.

**Twenty (20) Year Longevity:** A driver who has completed at least twenty (20) years of service in this bargaining unit will receive a wage increment of one dollar (\$1.00) per hour effective September 1 following eligibility. Increments are not compounded.

**Twenty-Five (25) Year Longevity:** A driver who has completed at least twenty-five (25) years of service in this bargaining unit will receive a wage increment of one dollar and twenty-five cents (\$1.25) per hour effective September 1 following eligibility. Increments are not compounded.

**Thirty (30) Year Longevity:** A driver who has completed at least thirty (30) years of service in this bargaining unit will receive a wage increment of one dollar and fifty cents (\$1.50) per hour effective September 1 following eligibility. Increments are not compounded.

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

Revised 06/10/24

**PUYALLUP SCHOOL DISTRICT  
SCHEDULE A  
2024-25**

4th Year Bus Driver	\$ 33.23
3rd Year Bus Driver	\$ 31.58
2nd Year Bus Driver	\$ 31.03
1st Year Bus Driver	\$ 30.38
Substitute Bus Driver	\$ 27.59
Fleet Driver	\$ 24.83

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Transportation Dispatcher Transportation Router	Base	\$ 34.95	\$ 36.17	\$ 37.34	\$ 38.47	\$ 39.52	\$ 40.51	\$ 41.42
	AA	\$ 35.30	\$ 36.53	\$ 37.72	\$ 38.85	\$ 39.92	\$ 40.92	\$ 41.84
	BA	\$ 35.64	\$ 36.89	\$ 38.09	\$ 39.23	\$ 40.31	\$ 41.32	\$ 42.25
	MA	\$ 35.99	\$ 37.25	\$ 38.46	\$ 39.62	\$ 40.71	\$ 41.73	\$ 42.66

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

---

**Senior Emergency Substitute Pay:** Per Section 15.1.1 Emergency substitutes who served as a regular route driver shall qualify for a Senior Substitute hourly rate of pay, equal to that of their last salary step, including longevity, on Schedule A when they worked as a regular driver.

---

*Dispatchers and Routers are not eligible for the Driver's longevity.*

**Ten (10) Year Longevity:** A driver who has completed at least ten (10) years of service in this bargaining unit will receive a wage increment of fifty cents (\$0.50) per hour effective September 1 following eligibility. Increments are not compounded.

**Fifteen (15) Year Longevity:** A driver who has completed at least fifteen (15) years of service in this bargaining unit will receive a wage increment of seventy-five cents (\$0.75) per hour effective September 1 following eligibility. Increments are not compounded.

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**Twenty-Five (25) Year Longevity:** A driver who has completed at least twenty-five (25) years of service in this bargaining unit will receive a wage increment of one dollar and twenty-five cents (\$1.25) per hour effective September 1 following eligibility. Increments are not compounded.

**Thirty (30) Year Longevity:** A driver who has completed at least thirty (30) years of service in this bargaining unit will receive a wage increment of one dollar and fifty cents (\$1.50) per hour effective September 1 following eligibility. Increments are not compounded.

---

2025-26: Salary inflationary increase pursuant to RCW 28A.400.205

Revised 7/3/24

**MEMORANDUM OF UNDERSTANDING**

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF PUYALLUP TRANSPORTATION, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, AND THE PUYALLUP SCHOOL DISTRICT #3. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXII, SECTION 22.1 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree as follows:

Agreed MOU through duration of CBA: The District and Union agree to reopen section 4.19 to discuss the frequency that employees are required to check their district email, if the district is able to secure devices for employee use on buses.

This Memorandum of Understanding shall become effective upon signatures; shall remain in effect until August 31, 2026; and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON / SEIU LOCAL 1948

PUYALLUP TRANSPORTATION  
CHAPTER, #626

PUYALLUP SCHOOL DISTRICT #3

BY: signature on file  
Colleen Shannon, Chapter President

BY: signature on file  
Amie Brandmire, Assistant Superintendent  
for Human Resources and Employee Relations

DATE: 8/14/24

DATE: 8/14/24



**MEMORANDUM OF UNDERSTANDING**

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF PUYALLUP TRANSPORTATION, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, AND THE PUYALLUP SCHOOL DISTRICT #3. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXII, SECTION 22.1 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree as follows:

MOU for 2024-25: Section 7.10, last paragraph: Bids will be made on the basis of seniority. Drivers will be compensated a total of thirty (30) minutes for the bid process (unless the driver is already in a paid status while completing their bid): twenty (20) minutes to finalize their review of available routes, runs and buses, and ten (10) minutes to meet with a supervisor to complete their bid selection. If the selection is not completed in the driver's designated ten (10) minutes, the route and/or run and bus will be assigned by the supervisor, or designee.

This Memorandum of Understanding shall become effective upon signatures; shall remain in effect until August 31, 2025; and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON / SEIU LOCAL 1948

PUYALLUP TRANSPORTATION  
CHAPTER, #626

PUYALLUP SCHOOL DISTRICT #3

BY: signature on file  
Colleen Shannon, Chapter President

BY: signature on file  
Amie Brandmire, Assistant Superintendent  
for Human Resources and Employee Relations

DATE: 8/14/24

DATE: 8/14/24

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THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF PUYALLUP TRANSPORTATION, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, AND THE PUYALLUP SCHOOL DISTRICT #3. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXII, SECTION 22.1 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree as follows:

MOU for 2024-25 re: Bus Driver Job Sharing of Activity Runs.

- Two (2) Bus Drivers may request to job share an activity run that is not voluntarily bid on by a single driver at annual bid. Approval of job share requests shall be made by the Transportation Director or designee based on the operational needs of the Transportation Department.
- Job share partners must commit to the job share until the following annual bid. If one (1) job share partner is unable to complete their portion of the job share, the open portion of the job share will be offered to the other job share partner first and then will be open for bid. If the district is unable to fill the open portion of the job share, the job share will be dissolved and the partner who is able to work will be utilized as a substitute (or they may bid into another open, non-job-share run as their schedule allows).
- Job share teams cannot work alternating weeks or months, but instead each will be required to work an ordinary workweek. Job share teams cannot share hours within a single workday.

This Memorandum of Understanding shall become effective upon signatures; shall remain in effect until August 31, 2025; and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON / SEIU LOCAL 1948

PUYALLUP TRANSPORTATION  
CHAPTER, #626

PUYALLUP SCHOOL DISTRICT #3

BY: signature on file  
Colleen Shannon, Chapter President

BY: signature on file  
Amie Brandmire, Assistant Superintendent  
for Human Resources and Employee Relations

DATE: 8/14/24

DATE: 8/14/24



## BUS DRIVER ANNUAL EVALUATION

Puyallup School District

<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> Employee Name: Last, First, MI	<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> Transportation Department	<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> Bus Driver Job Title
Period of Report:	Date from: <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>	Date to: <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>
Evaluation Type:	<input type="checkbox"/> Annual	<input type="checkbox"/> New Hire <input type="checkbox"/> Other

**GENERAL CRITERIA:** Check the appropriate box under each of the criteria below. All ratings of needs improvement or below must be supported by comments.

Unacceptable	Needs Improvement	Meets Expectations	Exceptional Performance
<b>1. Safety:</b> Citations, traffic violations, driver caused accidents (as described in Section 18:13 of CBA), pre-trip, post trip, & student check compliance, no loose items in driver's area, exercises proper judgement with regard to student safety			
<input type="checkbox"/> Has been involved in more than two driver caused accidents, seldom completes required bus and student safety checks.	<input type="checkbox"/> Has been involved in two or less driver caused accidents, does not complete required bus and student safety checks.	<input type="checkbox"/> Fully complies with specified requirements for safety; no driver caused accidents, complete required bus & student safety checks	<input type="checkbox"/> Exemplary performance beyond required standards
Comments: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
<b>2. Student Management:</b> Monitors bus and bus stop student behavior; positive and proactive interaction with students, applies appropriate discipline with consistent follow-through, communicates respectfully with parents, school staff, etc.			
<input type="checkbox"/> No monitoring of student behavior, no follow-through, disrespectful interaction with students, school staff, etc.	<input type="checkbox"/> Minimal student management with ineffective results, does not seek staff assistance, inconsistent follow-through	<input type="checkbox"/> Consistently applies appropriate student management with follow-through, respectfully interact with students	<input type="checkbox"/> Engaging, proactive, sensitive to student needs
Comments: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
<b>3. Professionalism:</b> Effective communication with all (staff, drivers, schools, parents, public), courteous, willing to help, good judgement, teamwork, etc.			
<input type="checkbox"/> Consistently exercises poor judgement and inappropriate interactions, shows no willingness to help when needed; confrontational	<input type="checkbox"/> Occasionally exercises poor judgement, uses inappropriate language and tone, shows little willingness to help when needed	<input type="checkbox"/> Positive, cooperative, respectful, flexible, willingness to accept change, conduct aligns with district standards and norms	<input type="checkbox"/> Consistently willing to help other drivers & staff when needed, strong teamwork
Comments: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
<b>4. Cleanliness &amp; Condition of Bus:</b> Keeps interior and exterior of bus clean including floors swept, garbage emptied, interior windows clean, etc.			
<input type="checkbox"/> Consistently appears to make no effort to keep bus clean; excessive dirt and debris on floors, trash can is not emptied, interior windows dirty, etc.	<input type="checkbox"/> Occasionally does not clean bus as specified; un-swept floors, trash can is not emptied, visible dirt on bus	<input type="checkbox"/> Actively seeks to keep interior and exterior of bus clean in all specified areas	
Comments: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
<b>5. Punctuality:</b> Displays consistent habit of on time arrival for work schedules, field trips, meetings, etc.			
<input type="checkbox"/> Frequently late to work and tardiness causes adverse operational impact, undependable	<input type="checkbox"/> Occasionally arrives late for work and/or field trips, arrival time impedes operations	<input type="checkbox"/> Displays good habits; on time and at work, consistently, highly dependable	
Comments: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
<b>6. Dependability:</b> Follows through with assigned commitments.			
<input type="checkbox"/> Routinely does not follow through with commitment & assigned duties	<input type="checkbox"/> Occasionally does not follow through on commitments and assigned duties	<input type="checkbox"/> Performs all commitments and duties as assigned	<input type="checkbox"/> Volunteers for extra assignments; helps where needed
Comments: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
<b>7. Run Sheet Status:</b> Run sheets are reviewed for accuracy and reported for corrections.			
<input type="checkbox"/> Frequently does not review run sheets; causes problem for sub driver on multiple occasions	<input type="checkbox"/> Occasionally reviews run sheets to ensure accuracy causing problem for sub drivers	<input type="checkbox"/> Run sheets are consistently up-to-date and accurate	
Comments: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
<b>8. Attendance:</b> Displays good attendance habits in performing primary to and from school transportation duties.			
<input type="checkbox"/> Frequently absent Not dependable	<input type="checkbox"/> Attendance and dependability could improve	<input type="checkbox"/> Displays good habits; Dependable	
Comments: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			

Revised March 2022

## EVALUATION FORM – BUS DRIVER

### BUS DRIVER (PSE) EVALUATION

Puyallup School District

**Overall Rating:** Rate the employee on the overall annual performance by marking the appropriate box.

☐

Unacceptable  
(Unsatisfactory)

☐

Needs Improvement  
(Basic)

☐

Meets Expectations  
(Proficient)

☐

Exceptional Performance  
(Distinguished)

**Comments to Support Overall Rating:**

**Areas of Focus/Goals: \***

\*(Attached Plan of Improvement if Appropriate)

Note: Additional information may be attached. Any added information must be dated and signed by both the evaluator and the employee.

The signature below does not necessarily imply that the employee agrees with the preceding report, only that he or she has seen and discussed it with the evaluator and has been provided a copy. Employee may attach statement.

Employee Signature:

Date:

Evaluator Signature:

Date:

Employee Statement Attached:

☐

Yes

☐

No

Department Administrator Signature:

Date:

#### **Overall Rating Definitions:**

**Exceptional Performance (Distinguished):** Performance during the current year demonstrates extraordinary effort in significant aspects of the work. Results show achievement of extremely high value.

**Meets Expectations (Proficient):** Performance meets the criteria or standards of performance for essentially all aspects of the work. Employee performs the job competently and thoroughly. Results show achievements of high value.

**Needs Improvement (Basic):** Performance meets the criteria or standards of performance for some aspects of the work. However, job objectives are often not met and are generally below expectations or are met with only a minimum level of acceptability. Performance improvement is indicated.

**Unacceptable (Unsatisfactory):** Performance is below the criteria or standards of performance for almost all aspects of the work. Attainment of primary work objectives has not been met. Improvement is mandatory. Retention of employee at this level may not be warranted.

Revised May 2024

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# EVALUATION FORM – TRANSPORTATION DISPATCHER / ROUTER

## Transportation Dispatcher/Router (PSE) Evaluation

Puyallup School District

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<b>Employee Name:</b> Last, First, M.I.	<b>Department</b> <u>Transportation</u>	<b>Job Title</b>
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<b>Evaluation Type:</b> <input type="checkbox"/> Annual <input type="checkbox"/> New Hire <input type="checkbox"/> Other	
<b>Evaluator Name</b>		
<b>Period of Report:</b>	<b>Date from:</b> <div style="border: 1px solid black; width: 100px; height: 20px;"></div>	<b>Date to:</b> <div style="border: 1px solid black; width: 100px; height: 20px;"></div>
		<b>School Year:</b> <div style="border: 1px solid black; width: 100px; height: 20px;"></div>

**General Criteria:** Check the appropriate boxes under each of the criteria below. All ratings must be supported by comments.

**(1) Reliability:** Is dependable and trustworthy; independent worker who requires minimal supervision; Understands the need for and maintains confidentiality; Uses and maintains equipment properly; Makes sound decisions.

- |   |   |  |  |
|---|---|--|--|
| <input type="checkbox"/> Work needs close and regular supervision. Rarely able to work independently. Cannot be depended on to complete work. | <input type="checkbox"/> Sometimes able to work independently, but work needs more than minimal supervision. More than occasionally, work not done. | <input type="checkbox"/> Consistently dependable. Performs all duties with minimal supervision. Work completed on time consistently. | <input type="checkbox"/> Highly dependable. Attends to every detail without supervision. All work completed on time. |
|---|---|--|--|

Comments:

**(2) Adaptability:** Makes adjustments and changes easily to work assignments and unforeseen circumstances; Readily accepts new or changing conditions; Works effectively in a variety of situations; Works well under stressful conditions.

- |   |   |  |  |
|---|---|--|--|
| <input type="checkbox"/> Has difficulty making adjustments to different conditions. | <input type="checkbox"/> Sometimes has difficulty making adjustments to conditions. | <input type="checkbox"/> Accepts new or different conditions; adjusts quickly cooperative. | <input type="checkbox"/> Highly flexible; can be used effectively in different conditions. |
|---|---|--|--|

Comments:

**(3) Initiative:** Recognizes opportunities to take action appropriately; Self-starter; Has new ideas and makes suggestions for positive change; Willing to take on new challenges.

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> Negative and/or not interested in job. Not a self-starter and never does more than the basic requirements of the job. | <input type="checkbox"/> Occasionally lacks optimism and/or lacks interest in some job elements. Occasionally willing to take on a new challenge. | <input type="checkbox"/> Consistently positive and show high level of interest in job. Sets goals and completes them. | <input type="checkbox"/> Exceptionally positive; interest in job leads to exceptionally creative and innovative performance. Takes action without being told. |
|--|---|---|---|

Comments:

**(4) Attendance/Punctuality:** Regular attendance and consistently on time; provides sufficient notice for absences and being tardy.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Frequently absent or late not dependable. | <input type="checkbox"/> Attendance, punctuality, and/or dependability could improve. | <input type="checkbox"/> Displays good habits; on time and at work. Dependable. |
|--|---|---|

Comments:

Revised May 2024

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## Transportation Dispatcher/Router (PSE) Evaluation

### Puyallup School District

**(5) Organization:** Consistently meets deadlines; sets priorities; Good utilization of time; Plans workload effectively.

☐ Disorganization severely effects job functions.

☐ Disorganization sometimes hampers job function.

☐ Keeps work organized; carries out duties effectively and efficiently.

☐ Extremely organized; enhances job function.

Comments:

**(6) Professionalism/Teamwork:** Effective communication with all (staff, drivers, schools, parents, public), courteous, willing to help, good judgement, work cooperatively with others, etc.

☐ Consistently exercises poor judgement and inappropriate interactions; shows no willingness to help when needed; confrontational.

☐ Occasionally exercises poor judgement, uses inappropriate language and tone, shows little willingness to help when needed.

☐ Positive, cooperative, respectful, flexible, willing to accept change, conduct aligns with district norms.

☐ Consistently willing to help other drivers and staff when needed, strong teamwork.

Comments:

**(7) Work Production:** Consistently accomplishes required amount of work.

☐ Produces at unacceptable level of work.

☐ Produces below what can and should be done.

☐ Produces at expected level.

☐ Produces above level. Extremely high output.

Comments:

**(8) Work Knowledge and Skill:** Understands all aspects of the job; Possesses knowledge and skills necessary to perform job; Pays attention to details; Understands technical job processes; Uses correct spelling, punctuation and grammar.

☐ Lacks considerable understanding of the principles, concepts and requirements of the job.

☐ Lacks some understanding of the principles, concepts and requirements of the job.

☐ Generally understands the principles, concepts and requirements of the job.

☐ Thoroughly understands the principles, concepts and requirements of the job.

Comments:

**(9) Conformance with Standards:** Adheres to Federal, State, District, and department policies/regulations and standards; Adheres to safety practices (including Section 18.13 of CBA).

☐ Fails to comply with policies and/or department standards

☐ Sometimes has difficulty complying with policies or department standards.

☐ Consistently adheres to all policies and department standards.

☐ Promotes expectations and standards.

Comments:

**(10) Safety & Student Management (when Driving Bus):** Exercises proper judgement with regard to student safety. Positive and proactive interactions with students, applies appropriate discipline with consistent follow through.

☐ Does not complete required bus and student safety checks. No monitoring of student behavior. No follow through.

☐ Seldomly completes required bus and student safety checks. Minimal student management with ineffective results.

☐ Completes required bus and student safety checks. Consistently applies appropriate management.

☐ Exemplary performance beyond required. Engaging, proactive, management.

Comments:

# EVALUATION FORM – TRANSPORTATION DISPATCHER / ROUTER

## Transportation Dispatcher/Router (PSE) Evaluation Puyallup School District

**Overall Rating:** Rate the employee on the overall annual performance by marking the appropriate box.

☐

Unacceptable  
(Unsatisfactory)

☐

Needs Improvement  
(Basic)

☐

Meets Expectations  
(Proficient)

☐

Exceptional Performance  
(Distinguished)

**Comments to Support Overall Rating:**

**Areas of Focus/Goals\***

(\*Attach Plan of Improvement if Appropriate)

Note: Additional information may be attached. Any added information must be dated and signed by both the evaluator and the employee.

The signature below does not necessarily imply that the employee agrees with the preceding report, only that they have seen and discussed it with the evaluator and have been provided a copy. Employee may attach statement.

Signature

Employee Signature

Date

Signature

Evaluator Signature

Date

**Employee Statement Attached:**

☐

Yes

☐

No

Signature

Department Administrator Signature

Date

Revised May 2024

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**EVALUATION FORM – TRANSPORTATION DISPATCHER / ROUTER**  
**Transportation Dispatcher/Router (PSE) Evaluation**  
**Puyallup School District**

**Overall Rating Definitions:**

The general evaluative criteria are not equally weighted; overall ratings may be negatively impacted by performance that is below criteria in a single area if key aspects of work for the particular position are adversely affected.

**Above Expectations (Distinguished):** Performance exceeds the criteria or standards of performance for practically all aspects of the work. Employee performs even the difficult and complex parts of the job competently and thoroughly, including extra or unique tasks assigned. Results show achievements of extremely high value.

**Meets Expectations (Proficient):** Performance meets the criteria or standards of performance of the job.

**Needs Improvement (Basic):** Performance meets the criteria or standards of performance for some aspects of the work. However, job objectives are often not met and are generally below expectations or are met with only a minimum level of acceptability. Performance improvement is indicated.

**Unacceptable (Unsatisfactory):** Performance is below the criteria or standards of performance for key aspects of the work. Attainment of primary work objectives has not been met. Improvement is mandatory.

# EVALUATION FORM – FLEET DRIVER

## FLEET DRIVER (PSE) EVALUATION

Puyallup School District

Employee Name: Last, First, MI

Transportation  
Department

Fleet Driver  
Job Title

Evaluation Type: ☐ Annual ☐ New Hire ☐ Other

Evaluator Name

Period of Report: Date from: Date to: School Year:

GENERAL CRITERIA: Check the appropriate box under each of the criteria below. All ratings of needs improvement or below must be supported by comments.

**Unacceptable** **Needs Improvement** **Meets Expectations** **Exceptional Performance**

1. **Safety:** Citations, traffic violations, driver caused accidents (as described in Section 18:13 of CBA), pre-trip, post trip, & student check compliance, no loose items in driver's area, exercises proper judgement with regard to student safety

☐ Has been involved in more than two driver caused accidents, seldom completes required bus and student safety checks. ☐ Has been involved in two or less driver caused accidents, does not complete required bus and student safety checks. ☐ Fully complies with specified requirements for safety; no driver caused accidents, complete required bus & student safety checks ☐ Exemplary performance beyond required standards

Comments:

2. **Student Management:** Monitors vehicle and vehicle/bus stop student behavior; positive and proactive interaction with students, applies appropriate discipline with consistent follow-through, communicates respectfully with parents, school staff, etc.

☐ No monitoring of student behavior, no follow-through, disrespectful interaction with students, school staff, etc. ☐ Minimal student management with ineffective results, does not seek staff assistance, inconsistent follow-through ☐ Consistently applies appropriate student management with follow-through, respectfully interact with students ☐ Engaging, proactive, sensitive to student needs

Comments:

3. **Professionalism:** Effective communication with all (staff, drivers, schools, parents, public), courteous, willing to help, good judgement, teamwork, etc.

☐ Consistently exercises poor judgement and inappropriate interactions, shows no willingness to help when needed; confrontational ☐ Occasionally exercises poor judgement, uses inappropriate language and tone, shows little willingness to help when needed ☐ Positive, cooperative, respectful, flexible, willingness to accept change, conduct aligns with district standards and norms ☐ Consistently willing to help other drivers & staff when needed, strong teamwork

Comments:

4. **Cleanliness & Condition of Fleet Vehicle:** Keeps interior and exterior of vehicle clean including floors, seats, interior windows clean, etc.

☐ Consistently appears to make no effort to keep vehicle clean; excessive dirt and debris on floors, seats are dirty, interior windows dirty, etc. ☐ Occasionally does not clean vehicle as specified; some debris on floors, seats are messy at times, visible dirt on vehicle ☐ Actively seeks to keep interior and exterior of vehicle clean in all specified areas

Comments:

5. **Punctuality:** Displays consistent habit of on time arrival for work schedules, field trips, meetings, etc.

☐ Frequently late to work and tardiness causes adverse operational impact, undependable ☐ Occasionally arrives late for work and/or field trips, arrival time impedes operations ☐ Displays good habits; on time and at work, consistently, highly dependable

Comments:

6. **Dependability:** Follows through with assigned commitments.

☐ Routinely does not follow through with commitment & assigned duties ☐ Occasionally does not follow through on commitments and assigned duties ☐ Performs all commitments and duties as assigned ☐ Volunteers for extra assignments; helps where needed

Comments:

7. **Runs Sheet Status:** Run sheets are reviewed for accuracy and reported for corrections.

☐ Frequently does not review run sheets; causes problem for sub driver on multiple occasions ☐ Occasionally reviews run sheets to ensure accuracy causing problem for sub drivers ☐ Run sheets are consistently up-to-date and accurate

Comments:

8. **Attendance:** Displays good attendance habits in performing primary to and from school transportation duties.

☐ Frequently absent Not dependable ☐ Attendance and dependability could improve ☐ Displays good habits; Dependable

Comments:

Revised June 2024

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## FLEET DRIVER (PSE) EVALUATION

Puyallup School District

**Overall Rating:** Rate the employee on the overall annual performance by marking the appropriate box.

☐

Unacceptable  
(Unsatisfactory)

☐

Needs Improvement  
(Basic)

☐

Meets Expectations  
(Proficient)

☐

Exceptional Performance  
(Distinguished)

**Comments to Support Overall Rating:**

**Areas of Focus/Goals: \***

\*(Attached Plan of Improvement if Appropriate)

Note: Additional information may be attached. Any added information must be dated and signed by both the evaluator and the employee.

The signature below does not necessarily imply that the employee agrees with the preceding report, only that he or she has seen and discussed it with the evaluator and has been provided a copy. Employee may attach statement.

Employee Signature:

Date:

Evaluator Signature:

Date:

Employee Statement Attached:

☐

Yes

☐

No

Department Administrator Signature:

Date:

**Overall Rating Definitions:**

**Exceptional Performance (Distinguished):** Performance during the current year demonstrates extraordinary effort in significant aspects of the work. Results show achievement of extremely high value.

**Meets Expectations (Proficient):** Performance meets the criteria or standards of performance for essentially all aspects of the work. Employee performs the job competently and thoroughly. Results show achievements of high value.

**Needs Improvement (Basic):** Performance meets the criteria or standards of performance for some aspects of the work. However, job objectives are often not met and are generally below expectations or are met with only a minimum level of acceptability. Performance improvement is indicated.

**Unacceptable (Unsatisfactory):** Performance is below the criteria or standards of performance for almost all aspects of the work. Attainment of primary work objectives has not been met. Improvement is mandatory. Retention of employee at this level may not be warranted.

Revised June 2024

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