AGREEMENT

BETWEEN

MEAD SCHOOL DISTRICT NO. 354

AND

LOCAL 1135-MT OF

THE

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO

SEPTEMBER 1, 2026 THROUGH AUGUST 31, 2027

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PREAMBLE

The Board of Directors of Mead School District #354, hereinafter known as "District", and the Washington State Council of County and City Employees, Local 1135-MT of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as "Union", do hereby reach agreement for the purpose of enhancing the working conditions of the employees, to promote the general efficiency of the Employer, and to promote the morale, well- being and security of the employees. Both the District and the Union enter into the contract with the intent of providing safe and efficient transportation. In addition, we agree that the Transportation Department is an important aspect of the School District's mission of developing responsible citizens.

ARTICLE 1 - RECOGNITION/GENERAL PROVISIONS

Section 1.1 - Recognition

The District recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council 2 and its affiliated local (hereafter Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all bus drivers and service workers.

Section 1.2 - Pledge against Discrimination and Coercion

The provision of the Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination. race, creed, color, religion, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability. The Union shall share equally with the District responsibility for applying this provision of the Agreement.

The employer agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination or interference by the employer against any employee due to his/her Union affiliation or activities.

Section 1.3 - Successor Clause

If during the term of this Agreement the District finds it necessary to conduct a feasibility study, in compliance with RCW 28.A.400.285, concerning contracting out the work covered by this Agreement, it is agreed that the Union shall be notified and consulted prior to the commencement of the feasibility study. The purpose of this clause in the contract is to reference the protection afforded District employees regarding contracting for services.

ARTICLE 2 - RIGHTS OF DISTRICT EMPLOYER

In matters not covered specifically by language within this Agreement, District management shall have the clear right to make decisions in such areas and such decisions shall not be subject to the Grievance Procedure; provided, however, that the exercise of these rights shall not prohibit the Union from expressing the views of employees through the Labor/Management procedure, Article 4, Section 4.4.

ARTICLE 3 - RIGHTS OF UNION EMPLOYEES

Section 3.1 - Membership

The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss Union membership with a union staff representative or local officer.

Section 3.2 - Dues

For current Union members and those who choose to join the Union, the Employer shall deduct once each month all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction regardless of the employee's continued membership in the Union. The Employer shall transfer amounts deducted to Council 2. Authorizations for Payroll Deduction are valid whether executed in writing or electronically. Such deductions will be transmitted to the Washington State Council of County and City Employees, along with an itemized statement.

The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. Employee Authorizations will be provided to the payroll department from the local union president/designee. The local president/designee will provide a copy of the authorization to the Council 2.

Whether an employee is a union member or not, the Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee

Hold Harmless: The District assumes no obligation, financial or otherwise, arising out of the provisions of this article, and the Association agrees to defend, indemnify, and hold the District harmless against any and all claims, suits, orders, or judgments brought or issued against the District as a result of any action taken or not taken by the District pursuant to proper implementation of the provisions of this article.

ARTICLE 4 - UNION/MANAGEMENT RELATIONS

Section 4.1 - Bargaining

All collective bargaining with respect to wages, hours, and working conditions shall be conducted by authorized representatives of the Union and authorized representatives of the District.

Section 4.2 - Mailings

The District agrees to include the President of the Union on the mailing list for all administrative directives or policy changes which pertain to employees in the Bargaining Unit.

Section 4.3 - Goal

The parties mutually agree that the Union and its members shall work individually and collectively for the proficiency of the transportation needs of the District.

Section 4.4 - Labor/Management Meetings

It is mutually agreed that a committee from the Union and from the District [maximum of four (4) members from each] conduct regular Labor/Management meetings for the purpose of resolving problems and concerns that may arise. Meetings shall be conducted quarterly, but they may be scheduled more often by mutual agreement. Union members shall be provided substitutes in order to attend these meetings with no loss of pay.

Meeting agendas will be prepared in each case and submitted in advance of each meeting. Additional persons may be invited to participate by mutual agreement.

Section 4.5 - Posting of Material

The Union will have the privilege of posting notices of activities and matters of appropriate Union concern on a designated bulletin board in the Transportation Building. All material posted shall be clearly labeled as official Union materials. The materials posted shall conform to law, contain nothing of a libelous nature, and shall not contain any demeaning personal references about the District, its management, or any of its employees.

The Union will be granted the privilege of using the District mail system for distribution of appropriate official Union communications. Copies of all materials to be posted or otherwise distributed shall be provided to the Transportation Director or his/her designee prior to posting.

The District shall not assume responsibility of or any liability for, material posted or otherwise distributed. It is expressly understood that the violations of this Section may subject the Union to loss of these privileges.

Section 4.6 - Union Representatives

During the workday, on the District's premises, and off duty hours, Union Representatives shall be allowed to:

- Post Union notices
- Distribute union literature
- Attend negotiation meetings with the approval of their Supervisor
- Transmit communications, authorized by the Local Union or its officers, to the District or its Representatives
- Consult with the District, its Representatives, local Union officers by first receiving the approval of his/her immediate Supervisor.

Section 4.7. New Hire Access.

The District will notify the Association of all new hires upon board approval by providing a copy of personnel action forms (PAFs). Per state law, the District will provide the union official, at no loss of pay, reasonable access to new employees for the purpose of presenting information about their exclusive bargaining representative. This voluntary paid thirty (30) minute meeting may occur at the new hire's discretion within ninety (90) days of their hire date (per R.C.W. 41.56.067).

Section 4.8 - Access to the Premise

The District agrees that accredited Representatives of the American Federation of State, County and Municipal Employees, whether local Union Representatives, State Council Representatives or International Representatives, shall have full and free access to the premises of the District at any time during working hours to conduct Union business, without disrupting the regular functions of the Department.

Section 4.9 - Union Leave

The President of the Union and/or designated representative will be provided time off to a maximum of six (6) days with pay per year to carry out the duties of the office and not to exceed 48 hours per individual per contract year.

Section 4.10 - Employee Roster/Seniority List

On or before the first day of November and February of each school year, or at the request of the Union President, the District shall provide Local 1135-MT a list of all bargaining unit employees stating their name, address, and seniority status.

Monthly the employer shall provide the union with a complete list of all bargaining unit members that includes: Employee name, work address, home address, work phone, personal phone, personal email, birth date, seniority date in current unit, job classification, department, hours worked and monthly base wage.

Section 4.11 - Document Review

The Union President or designee may request for review copies of the following documents from the district at a mutually agreed time, not to exceed two working days from the request:

1. All trip rotation lists
2. Trip assignment documents
3. Substitute rotation/work lists

ARTICLE 5 - SENIORITY

Section 5.1 - Establishing Seniority

Seniority shall begin on the first day worked as an itinerant employee regardless of becoming a member of the Bargaining Unit in accordance with Article 3, Section 3.1.

For retire/rehire seniority, refer to Article 10, Non Contract & Substitute Employees.

Section 5.2 - Seniority

Section 5.2.1 – Loss of Seniority

Seniority rights will be lost for the following reasons:

1. Retirement
2. Resignation
3. Discharge for just cause
4. Seniority Adjustments as described in 5.2.3 and 13.2

Section 5.2.2 – Seniority Retention

Seniority rights will not be lost for the following reasons, but may be adjusted:

1. Time lost by reason of industrial and/or personal accident/illness or jury duty, not to exceed one (1) year.
2. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States
3. Time spent on other authorized leaves of absence, not to exceed one (1) year.

Section 5.2.3 – Seniority Adjustment

1. Unpaid time lost, other than as an approved medical leave, in excess of an accumulated total of ten (10) working days per school year will result in the loss of route and an adjustment in seniority.

2. Medical leave in excess of twelve (12) months will result in loss of route, however, seniority is

subject to the provisions of Article 13, Section 13.2.

3. Displacement due to loss of route. The driver will be placed as the number one Itinerant Driver until awarded the next available route. However, if the driver gives up a route and fails to bid back within the first bid cycle to the next available route(other than the route surrendered), the driver will be placed on the bottom of the substitute driver list with loss of all previous seniority If the driver has been displaced, and the next available route is in another category from the displaced route (i.e Special Education vs General Education), then there will be no loss of seniority if the driver fails to bid on the route in the other category.

4. Layoff -. The driver will be placed at the top of the sub list until awarded the next available itinerant position or next available route.

Section 5.3 - Surrender of Route

Any contracted driver may give up the contracted route and retain rights for the re-bid process. The driver will be placed at the top of the sub list until awarded the next available route.

If the contracted driver gives up a route and fails to bid back within the first bid cycle to the next available route (other than the route surrendered) the driver will be placed on the bottom of the substitute driver list with loss of all previous seniority.

Section 5.4 - Notification of Vacancy

New or open positions shall be posted electronically within the Transportation Department for three (3) working days so that all interested contracted drivers may bid. The posting will be open from six o'clock a.m. (6:00 a.m.) on the first posting day and will be closed at two o'clock p.m. (2:00 p.m.) of the third day.

If a route cannot be posted, Transportation Management shall notify, within five working days, the Union in writing of the status of the route.

Section 5.5 – Route Bidding Process

Any route that is open will be offered for bid in accordance with Section 5.4. Contracted drivers will have the posting period in which to submit their name to be considered.

The open route will be awarded on a seniority basis with the successful bidder providing written acceptance immediately. Should the driver fail to provide written acceptance or choose not to accept the new route, the route will be offered to the next senior bidder. This process will continue until all open routes have been awarded or refused.

In instances where a driver has bid and is senior on multiple routes at the same time, the driver will choose their preferred route and the other routes will be awarded to the next senior driver bidding on that route.

After the process is complete, any remaining openings shall be offered to the active non-contracted drivers

in accordance with union substitute driver seniority provisions within this agreement. Contract changes for all affected will not be processed until after the cascading bid process is complete, when the last available route is accepted by a driver.

Section 5.5.1 – District-wide Route Re-Bid

Complete re-bidding of all routes will occur at any time of redistricting, which includes boundary changes that affect multiple schools and/or additions or deletions of traditional schools. Re-bidding will occur by seniority at a mandatory meeting and will be completed by the end of the meeting. Any surrender of route after re-bidding will be handled in accordance with Section 5.3 Surrender of Route.

In the event of a verifiable emergency (personal hospitalization of no more than five (5) days, death of immediate family and/or a like situation) outside the control of a driver, proxy bids can be arranged through a Local 1135-MT Union Officer. The bid by proxy will be final and the driver must abide by the bid.

In the event of a route driver on an approved leave of absence of six (6) days or greater, the last route remaining after all other routes have been selected will be filled with a long-term non-contract driver. This assignment will continue until the driver returns from the leave of absence or the leave exceeds one year, whichever is sooner.

Section 5.5.2 – Preschool Route Re-Bid

Pre-School Midday Routes will be bid annually and will be open to all contract drivers.In the event of a verifiable emergency (personal hospitalization, death of immediate family and/or a like situation) outside the control of a driver, proxy bids can be arranged through a Local 1135-MT Union Officer. The bid by proxy will be final and the driver must abide by the bid.

Section 5.6 - Layoff

When the District determines that it is necessary to reduce the workforce, layoffs shall be made according to reverse seniority.

Section 5.7 - Reinstatements

The names of the persons laid off shall be placed on the layoff register. The last person laid off shall be the first person on the layoff registers. Persons on the layoff registers shall be recalled on the basis of seniority. Both the employees being recalled and the Secretary of the Union shall be notified in writing. Employees reinstated within twenty-four (24) months after the date of layoff will retain seniority during the period of layoff.

Employees on layoff status shall ensure their address is correct with the District Human Resources Department and shall thereafter promptly advise the District in writing of any change of address.

An employee shall forfeit rights to re-employment as provided if the employee does not comply with the requirements of this section, or if the employee does not respond to the offer of re-employment within ten (10)

calendar days from the return receipt of certified mail.

An employee on layoff status who rejects an offer of re-employment forfeits seniority and all other accrued benefits and will be removed from the re-employment list.

ARTICLE 6 - WORK HOURS AND WORKING REGULATIONS

Section 6.1 - Workweek and Work Year

A normal workweek shall be considered to be commencing Sunday at 12:01 AM through Saturday at 12:00 PM midnight. All work over forty (40) hours in any workweek shall be paid at the pay rate of time and one-half (1 and 1/2).

The work year for bus drivers will be one hundred eighty (180) scheduled school days and shall be paid for work performed on an hourly basis. The (180) scheduled school days may be subject to change due to issues outside of the districts control (i.e. pandemic). Workdays above the scheduled work year will be by mutual agreement between the employer and the employee.

Section 6.2 Minimum Shift Hours

1. Drivers who have a morning (AM) home-to-school route will be scheduled a minimum of two (2) hours.

2. Drivers who have an afternoon (PM) school-to-home route will be scheduled a minimum of two (2) hours.

3. Drivers who have a midday pre-school, late activity route or hold the service worker position will be scheduled a minimum of one (1) hour.

4. For time worked over the two (2) hour minimum, shift hour calculations will be based on the total time of the to-from/home-school hours driven in a day.

5. Additional shift hours for routes that routinely occur every school year such as Skill Center, Math, and Music Shuttles, Overflow Shuttles, Late Activity and Midday will be calculated for days driven and paid equally over twelve (12) months. These additional shift routes will accrue leave.

6. Unless a driver is assigned to, drops or bids onto a different to-from/home-school route, contract hour increases and decreases will not be recalculated. Differences in route times will be handled as follows:

    a. Routes with residual time increase in to-from/home-school above the two (2) hour minimum throughout the school year will be paid as additional hours through the time card.

    b. Decreases in time for to-from/home-school routes below the two (2) hour minimum throughout the school year will not negatively impact a driver's pay. However, the driver will be expected to perform work as assigned for the entire 2 hours.

Any increases or decreases over the minimum on an AM, PM, or midday route of 15 minutes or more

for any time over the minimum shown to be in effect (evaluation period) for at least 90 days will result in a recalculation of contract time. During the evaluation period, extra time will be tracked on the time card. Decreased time will be accounted for through other work.

7. Bus drivers will receive forty-five (45) minutes daily to be used for pre- and post-trip of their assigned bus, paperwork, fueling, cleaning and miscellaneous time usage. Drivers should also use this time to accommodate for unusual circumstance that sporadically occur such as, but not limited to, dealing with student management or routing issues with office staff or the school. Specifically.
    a. 15 Minutes will be used for the am pre-trip.
    b. 10 Minutes will be used for the am check out time consisting of post-trip, fueling, cleaning and discussing issues with offices staff.
    c. 10 Minutes will be used for the pm pre-trip and discussing issues with office staff.
    d. 10 Minutes will be used for pm post-trip, fueling, cleaning.

Section 6.2.1 - Non-Contract Additional Time

Additional time spent transporting McKinney-Vento and/or temporary students will be assigned to the senior available driver when practical. This additional time will be paid as extra time and will not accrue leave.

Section 6.3 - Job Descriptions

Descriptions for all positions subject to this Agreement are available in the Human Resources office and are available upon request. The two parties mutually agree to meet and confer on matters relating to job descriptions, job titles, etc., in Labor/Management meetings as provided for in this Agreement. For any significant changes, the parties agree to follow RCW 46.51.

Section 6.4 - School Closures

Drivers who do not receive notification of school closure prior to their normal reporting time will receive two (2) hours pay at their base hourly rate. The two hours will be worked. It is the driver's responsibility to retrieve phone, text and email messages, listen to news reports and make every effort to obtain information on school closures.

Section 6.4.1 Natural Disaster

A natural disaster that results in a state of emergency being declared by a county, state or federal official authorized to do so and which prevents employees from meeting their appointed duties and when those days are not made up will not constitute loss of personal leave, sick leave or pay.

Section 6.5 - Physicals, Licensing, and Testing

Drivers are required to participate in the federal, state and district's mandated drug and alcohol testing program. Costs associated with testing will be covered by the district.

The District will reimburse drivers for their driver's license renewal in accordance with state requirements for renewal intervals of Class B CDL licenses. To be eligible for reimbursement, the driver

must be certified and authorized by OSPI to drive a school bus for the District at the time of renewal. If the driver is on extended leave at the time of renewal, District will reimburse the driver upon return to work. Additional endorsement options would be at the discretion and expense of the employee.

The district will pay the cost of the driver's DOT physical examination every twenty-four (24) months or following the DOT guidelines if required more often. The district has established an arrangement with qualified facilities to provide required physical examinations. Drivers have the option of obtaining the physical examination from the district appointed facility or from a FMCSA certified and registered private physician. Drivers who decide to use their own FMSCS certified and registered physician will be reimbursed the cost for the exam up to a maximum of the normal charge of the district pre-approved clinic.

First Aid training is required for drivers and the cost will be covered by the district. The driver will be paid their regular rate of pay or overtime rate, whichever is appropriate.

A driver who voluntarily resigns before completing twenty-four (24) consecutive months of employment shall reimburse the District for a prorated portion of the following costs incurred by the District on the driver's behalf during that period: initial DOT physical examination fees, any CDL licensing reimbursement and initial training cost, equating to $3000. The amount owed shall be reduced by one twenty-fourth (1/24) for each completed month of employment.

No repayment shall be required if employment ends because of District-initiated layoff, position elimination, disability, or death.

The District will provide the employee with a calculation of the amount owed. The District may withhold the amount owed from the driver's final paycheck to the extent permitted by state law. If the amount owed exceeds the final paycheck, the driver shall reimburse the District the remaining balance within thirty (30) days of separation, unless the District and employee agree to another repayment arrangement.

This provision does not restrict the employee from accepting other employment following separation from the District.

Section 6.6 - Commercial Driver's License

Only certified (CDL) school bus drivers with a passenger endorsement within the Bargaining Unit shall be allowed to drive school buses for any school-sponsored events provided the Supervisor may assign other District employees certified (CDL) to drive school buses. This would occur when emergency conditions exist (i.e., when there are no 1135-MT bus drivers available).

Section 6.7 - Service Workers

Service work may consist of vehicle washing, internal cleaning/disinfecting, bus staging and other extra duties assigned that may aide in the efficient operation of the transportation department. These extra duty assignments may be temporary in nature in order to deal with inclement weather, an emergency situation/need or temporary lack of personnel.

Open positions will be posted for a period of two (2) consecutive working days. Members of 1135-MT may

apply for open service work positions. Selection will be based on qualifications, physical ability, and experience first, then seniority. The number of service work positions will be determined by workload.

Section 6.8 – Training

Every attempt will be made by the District to conduct paid training sessions during non-driving time; recognizing that employee and instructor availability may require training sessions to be conducted during driving time. Drivers assigned to transport students with special needs will be provided supplemental training on methods to assist them in working with their special needs. Training attended which is not already part of regular paid time will be paid via extra time.

The District will promote conferences between the bus driver and education personnel in a situation of repeated, severe misbehavior of a student. The intended results of such a conference would be to provide a strategy for the management of that student.

Section 6.9 – Safety

The District and the Union recognize the paramount importance of student and employee safety in all transportation operations. Accordingly, all school bus drivers shall comply with applicable state and federal laws, regulations, and standards. The District shall provide all required training and safety equipment necessary for drivers to meet these standards. No driver shall be required or permitted to operate a school bus unless they are in full compliance with all applicable safety regulations. Drivers are responsible for promptly reporting any safety concerns, hazards, or violations to the Director or Assistant Director of the Transportation Department.

6.10 - Heat Illness Prevention

During periods of elevated heat, the district will implement mitigation measures to support bus drivers, including access to cool drinking water and ice, district-provided water bottles and cooling towels, reliable communication with dispatch or supervisors, and additional training on heat prevention and response. The district will also ensure the online store includes cooling clothing options for employees who wish to purchase heat-appropriate apparel. These measures are intended to reduce heat-related risks while supporting safe and effective transportation operations.

ARTICLE 7 - DISCIPLINE AND DISCHARGE

Section 7.1 - Due Process

The District agrees that it will act in good faith in administering discipline or discharge. All disciplinary actions are subject to the Grievance Procedures as outlined in Article 8 of the Agreement.

Section 7.2 - Disciplinary Action

Disciplinary action or measures shall be appropriate for an offense and may include only the following:

1. Verbal reprimand
2. Written reprimand
3. Suspension without pay
4. Discharge

Both parties agree that one or more of these disciplinary steps may be skipped depending on the nature and severity of the infraction. Suspension pending disciplinary action shall be with pay. Alternative forms of disciplinary action may be mutually agreed upon by the District and the Union.

In cases of discharge, the employee shall have the right to a pre-termination hearing. The employee shall be presented either verbally or in writing with the nature of the charges, the facts supporting them and the opportunity to respond to said charges. In cases of discipline and discharge, the employee shall have the right to have a Union Representative present. The employee and Representative will be notified in writing that the employee has been suspended or discharged.

Section 7.3 - Just Cause

The District will not discharge any employee without just cause. The employee, Local President, and the Union Representative will be notified in writing that the employee has been suspended and/or discharged.

Section 7.4 – Representation

Any employee called in by the Superintendent, School Board or Supervisor for discipline/discharge shall be allowed to bring a Local Union Officer, Representative or both if so desired. The District shall inform the employee of the right to Union representation for any meeting where disciplinary action may occur.

Section 7.5 - Correspondence/Documentation

All correspondence or documentation placed in an employee's file shall be signed by the employee. At the end of each school year, the District shall remove from the personnel files all documents related to reprimand/disciplinary action identified to be destroyed according to the state record retention requirements or if not defined in the requirements, those documents which are two (2) years old. These documents will not be used for future disciplinary action unless there has been a documented reoccurrence or a continuing deficiency of the same matter. However, material or investigatory results may be held indefinitely if maintenance of such records is required by state or federal law or regulation or to protect the District from future litigation. The District shall remove from the personnel files any outdated materials on an annual basis.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 8.1 - Intent

Crucial to the cooperative spirit with which this Agreement is made between the Union and the District, any grievance which may arise between the parties involving the application, meaning or interpretation of this Agreement, shall be settled in the manner outlined herein. Any grievance settled in any of the following steps is final and binding.

Section 8.1.1 - Informal Procedure

Prior to initiating the Formal Grievance Procedure, the Union agrees that its membership will make a good faith effort to solve the problem through informal conversation with the Transportation Director.

Section 8.2 - Formal Grievance Procedures

Section 8.2.1 - Step 1

1. The aggrieved employee, chosen Local 1135-MT Union Officer, and the Local President/designee will present the grievance, in writing on the approved form, to the Transportation Director.

2. On the form, the aggrieved shall provide a detailed description of the specific violation and the provision of the Collective Bargaining Agreement allegedly violated along with the adjustment or remedy required.

3. The grievance must be filed within seven (7) working days of the date on which the grievant knew or had knowledge of the alleged violation. The Transportation Director shall respond to the grievant within five (5) working days of receipt of the grievance by the Director. If a satisfactory adjustment or remedy is not reached, the aggrieved employee and chosen Local 1135-MT Union Officer and the Local President/designee shall submit the grievance to the Union Grievance Committee.

Section 8.2.2 - Step 2

Upon receipt of the grievance and the Director's response and within five (5) working days, the Grievance Committee, if they find the grievance justified, shall present the grievance to the Superintendent/designee. The Superintendent/designee shall schedule a meeting within 10 working days or at a mutually agreed upon date to hear the matter and respond within ten (10) working days after the meeting.

Section 8.2.3 - Step 3, Arbitration

1. The Union and the District by mutual agreement may seek to enter into mediation prior to arbitration.

2. Any grievance which has not been resolved in Step 2 may be submitted to arbitration by the Union within thirty (30) working days after the response of the Superintendent/designee. The Union will notify the District in writing at that time.

3. The arbitration proceedings shall be conducted by an arbitrator to be selected by the District and the Union Representative within a mutually acceptable timeframe after notice has been given. If the parties fail to select an arbitrator, the Public Employment Relations Commission shall be requested by either or both parties to provide a panel of nine (9) Arbitrators. Both the District and the Union shall have the right to strike four (4) names from the panel. The remaining person shall be the Arbitrator. The decision of the Arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument. The Arbitrator shall not be vested with the authority to alter the Agreement or its intent.

4. Expenses for the Arbitrator's services and the proceeding shall be borne equally by both parties. However, each party shall be responsible for compensating its own representatives and witnesses.

5. The parties shall be individually responsible for the cost of requesting a verbatim record of the proceedings.

6. Time frames may be extended at any level of the grievance process by mutual agreement between the parties. Such extensions shall be agreed to in writing.

ARTICLE 9 - ROUTES AND TRIPS

Section 9.1 Substitutions for Contracted Route Drivers

Section 9.1.1 – Midday and Late Activity

Substitutions on midday and late activity routes will be assigned, on a rotation basis, to contracted route drivers who have signed the appropriate substitute list indicating a desire to substitute on these routes. The Dispatcher will make every effort to assign longer routes by seniority when applicable.

Section 9.2 Trip Rotation List Definitions -

1. Regular – trips that have been submitted by 12:00 PM (Noon)(Pacific Time) on Tuesday to be posted by 9:30 AM on Wednesday for trips scheduled for the upcoming week Sunday through Saturday.

2. Short Notice/Emergency– trips that are submitted after 12:00 PM (noon) on Tuesday, scheduled for the upcoming week (Sunday through Saturday) or trips occurring during the current week that are considered short notice/emergency.

3. Rebid Trips-assigned trips that have been returned to dispatch for reassignment.

4. Overnight – trips requiring an overnight stay. Overnight Trips distributed from the overnight list only. The list will reset to the most senior driver at the beginning of the school year.

Section 9.3 Trip Availability

1. All contracted drivers are eligible to sign up on one or more of the trip rotation lists. Sign up for the lists happens twice a year: prior to school starting and at the commencement of second semester. Initial placement on the trip rotation list shall be by seniority.

2. Contracted drivers, hired between sign-up periods, are eligible to be added to the trip rotation list. They will be placed at the bottom of the list in seniority order.

   Non-contracted substitute and Trip drivers are eligible to sign up on the regular and short notice/rebid trip rotation list These individuals will be excluded from the rotation list and only sigun up to the bottom of the board, they will be able to pick up trips only after all contracted drivers bids are awarded.

3. If an eligible driver signs up for the regular rotation list, they are automatically signed up on the short notice/rebid rotation list.

4. Contracted drivers and non-contracted substitute drivers on long-term assignments are not eligible for any trip that conflicts with their contracted route and/or schedule, including position responsibilities held elsewhere in the District (i.e. nutrition services server, school Para educator, etc.). The exception for contracted drivers is with an overnight trip. Contracted Drivers on the overnight rotation list will be considered available as long as there are substitutes available to drive their regular route. Reasonable effort will be made to place contracted drivers on overnight trips before other drivers.

5. If an eligible driver is required to drive a bus other than their route bus on a trip, the time it takes to swap buses must be taken into consideration when deciding the driver's eligibility to be assigned the trip.

6. An eligible driver will forfeit any trip on the day of an absence or partial absence (Exception: valid medical/dental appointment with note provided to dispatch or trip will be forfeited).

    a. Absence is defined as not present
    b. Partial absence is defined as not present for any portion of the workday

7. An eligible driver must work all scheduled hours the day before a trip or they will forfeit the trip. This includes the last working day before any holidays, winter or spring break, or any non-holiday days off (i.e. learning improvement days – LID days). The Union E-board will review special circumstances and emergencies other than a driver's family illness, bereavement and/or valid medical/dental appointment and provide transportation management with their recommendation. The driver must provide a note to dispatch or trip will be forfeited.

8. Any eligible driver using Leave Without Pay (LWOP) up to seven (7) days prior to a trip date or a substitute for route opportunity (short or long term assignment), will not be deemed eligible to take a trip.

9. Any contracted driver wishing to be removed from any of the rotation lists must do so in writing to transportation management. They will remain off the trip rotation list until the next scheduled sign-up period.

10. Transportation management reserves the right to regulate on-duty hours of drivers to conform to the Commercial Driver's License (CDL) requirements.

Section 9.4 Trip Selection

Section 9.4.1 Regular Trip Rotation List

1. Trips will be posted by 9:30 AM on Wednesday in order by date of the trip and will not be pulled before 10:00 AM on Thursday, so trips may be assigned. Each eligible driver is responsible for checking the rotation boards and signing up for the desired trips.

2. Drivers will have the opportunity to sign-up, by trip number, for up to four (4) trips in preference order. Each eligible driver also has the opportunity to place an "X" in the box for "Any Trip". This denotes that the driver is open to any trip left on the rotation board.

3. Trips left unassigned will be moved to the "Short Notice/Re-bid Rotation List".

4. Trips will be assigned based upon the driver rotation and preference order.

5. A driver is limited to ten (10) hours of OT in one (1) week, excluding any hours from an overnight trip. Exceptions may be made for weeks where there is a high number of trips and/or low availability of drivers.

Section 9.4.2 Short Notice/Re-Bid List

1. Trips will be awarded via rotation to the driver that signed up for the trip.

2. Trips shall be assigned twenty-four (24) hours from posted date and time, when applicable.

3. An emergency trip, defined as a trip requiring an immediate action/reaction by dispatch to complete the trip, will be assigned to any eligible driver(s), respecting seniority as much as possible.

4. Any trip assignment left unfilled will be assigned to a substitute bus driver.

Section 9.5 Drops and Pickups

Pickups and/or drops will be assigned to the senior driver available in the area of need. Pickups and drops are made in conjunction with scheduled route/trips, have no scheduled waiting time, are normally scheduled to be less than one (1) hour in duration, are normally one-way trips, and are paid as time driven. These are not credited as trips for the driver.

When a non-contracted substitute or substitute driver is assigned a drop and/or pickup, they will be paid a two (2) hour minimum. If the drop and/or pickup is scheduled in conjunction with a route/trip to which they are assigned, it is paid as time driven.

Section 9.6 Trip Reassignment

Notwithstanding the provisions of the above sections, Transportation Management reserves the right to make the final decision as to who will drive when, in the Director's judgement, safety or potential problems are inherent in the trip. The Transportation Director will give written notice to any driver who is passed over or switched onto another trip as to the reason(s) for passing/switching the driver over. If the driver is passed over, they will remain in place on the appropriate list.

Section 9.7 Trip Rotation Board Penalty

If a driver gives up a trip for any reason, other than an emergency, or fails to show up for a trip they have accepted, the following progressive steps will be followed with regard to accepting future trips:

1. 1st Offense – Seven calendar days off all eligible trip rotation lists from the date of the trip
2. 2nd Offense – Fourteen calendar days off all eligible trip rotation lists from the date of the trip
3. 3rd Offense – Removal from all eligible trip rotation lists until the next scheduled sign-up period

Trips which have been accepted by an eligible driver, but later forfeited for reasons listed in section 9.6 above, may not incur a trip rotation list penalty if a note is provided by a medical/dental office or upon management determination, that no penalty is warranted. No trip rotation list penalty will occur when an eligible driver returns an accepted trip to take an overnight trip as long as 24 hours' notice has been provided to dispatch.

Section 9.8 Cleaning and Fueling

Drivers are required to fuel and clean the vehicle used (bus or van) at the completion of the trip. Failure to properly do so may result in loss of trip rotation for a week. Drivers who continually fail to properly fuel and clean vehicles after completion of their trip may be taken off the rotation board for the remainder of the semester and may be subject to disciplinary action.

Section 9.9 Trip Minimums

1. Extra trips, except drops and pickups, have a two (2) hour minimum pay at the driving rate regardless of actual trip time.

2. Extra trips on a Saturday will receive three (3) hours minimum pay rate paid at the driving rate.

3. Extra trips on a Sunday will be paid two (2) times the driving rate of pay with a two (2) hour minimum.

4. All work performed on a paid holiday shall be paid at time and one-half (1½) the regular rate of pay in addition to the holiday pay with a three (3) hour minimum. Work must be performed on the day that is observed as the holiday to qualify for holiday pay.

Section 9.10 Trip Cancellation

If any scheduled trip is canceled, the transportation department shall make every effort to notify the designated driver of the cancellation. Any trip canceled without proper notification, within two (2) hours of the driver clock-in, the driver will receive two (2) hours pay. If any trip is canceled after the trip has started, the driver will receive a minimum of two (2) hours pay.

Section 9.11 Reimbursement of Travel Expenses

1. Lodging for overnight trips will be paid at the single accommodations rate.

2. The Federal per diem rate will be used to determine the amount of meal per diem for overnight trips and trips that are outside Spokane County with a planned trip duration of eight (8) hours or longer.

Any trip within Spokane County will not be eligible for per diem unless the trip is assigned on the day of departure and falls within the "time of travel" District eligibility guidance.

a. Meals will be calculated at the time of travel from the district's transportation facility. In order to receive per diem for breakfast an employee must depart prior to 6:00 AM; for lunch an employee must leave prior to 11:30 AM; and for dinner an employee must return after 6:00 PM.
b. Receipts are not required for meals and District purchasing cards are not to be used to pay for meals.
c. Incidentals will not be included in the per diem rate calculation. For reference of per diem rates see District guidelines or visit the federal site gsa.gov.

3. Per Diem will be processed by the transportation office upon completion of the activity using the District form. Day travel will be paid through Payroll on the next scheduled pay date. Overnight Travel will be reimbursed thru Accounts Payable and paid on the next regular pay date.

ARTICLE 10- ITINERANT, NON-CONTRACTED, SUBSTITUTE & TRIP DRIVERS

Section 10.1 Definitions

1. Itinerant Driver – Drivers contracted for a minimum of 4 hours per day for the school year to be assigned to any available am and pm route on any given day.

2. Non-Contracted Substitute Driver – Those individuals who are actively seeking a route and are available on a daily basis.

3. Substitute Driver –Those individuals who are not actively seeking a route.

4. Trip Driver – Those individuals who are only interested in and available for driving trips.

Section 10.2- Probation

Each new driver shall remain in a probationary status for a period of not more than ninety (90) workdays. During the probationary period, the District may discharge the employee at its discretion.

Section 10.2.1 Completion of Probation

Upon completion of the probationary period:

1. Itinerant Drivers - all applicable provisions of this contract will apply.
2. Non-Contract Substitute, Substitute & Trip Drivers – Sections 10.4-10.7.1 of this contract shall apply

Section 10.3- Itinerant Drivers

1. Itinerant Drivers will be placed on the seniority list based upon the date of hire into an Itinerant position. Itinerant Drivers hired on the same day will have seniority determined by a draw.

2. The Itinerant seniority list will be used for placement of Itinerant drivers to regular routes as they become available in accordance with applicable provisions of the Collective Bargaining Agreement.

Section 10.4- Non-Contracted Substitute and Substitute Drivers

1. Substitute drivers on the sub driver list who are not available for and/or not actively seeking regular driver or route status will notify the Director in writing. These drivers and Trip Drivers will be placed on the bottom of the substitute driver list with no seniority date. Seniority will not accumulate for these drivers.

2. In the event that personal circumstances change, substitute drivers on the sub driver list may notify the Director in writing of their availability and intention to be in a non-contracted substitute driver status. They will be placed at the bottom of the non-contracted substitute driver's list.

3. Non-Contracted drivers agree that they will be available for and actively seeking driving assignments as described in the Collective Bargaining agreement. It is recognized that non-contracted drivers on the active list may need time off. Therefore, it is agreed that to be considered "active" the drivers on the list must have no other conflicting commitments that would repetitively prevent them from accepting any driving assignment during the course of the school year.

4. Non-Contracted substitute drivers shall be given consideration for itinerant positions as they become available.

5. Should a non-contracted driver fail to remain active or available as an active driver, the Director will contact the employee and a Union officer to review the employee's availability and/or continued employment with the District.

6. Trip Drivers who only drive during specific sporting seasons will need to complete a new Washington State Watch check each returning season.

Section 10.5- Scheduling Guidelines for Non-Contracted and Substitute Drivers

Work assignments shall be made to available non-contract drivers on a rotation basis when no itinerant driver is available. Assignments shall be offered to the most senior route seeking non contracted available driver. Seniority in this case will be determined by CDL issuance date or the date of declaration of route seeking status, whichever is later. When the work assignment involves driving a route when the contracted route driver is absent, the following scheduling guidelines will be observed:

1. Short-Term Assignments:
   Short-term assignments, those known or projected to be five (5) days or less, will be assigned to either non-contract drivers or substitute drivers at the discretion of the District in order to best meet the needs of the department.

2. Long-Term Assignments:
   Long-term assignments are defined as those known or projected to be six (6) days or more. When a non-contract driver is required for a long-term assignment, the route will be offered to the senior non-contract driver not already assigned to a long-term assignment. If a long-term assignment is interrupted due to an authorized absence it will not result in reassignment. The non-contract driver may ask to be placed on the trip rotation and extra work list and remain there as available until the long-term assignment ends. Long-term assignments are not offered to substitute drivers unless there are no non-contract drivers available.
   Non-contracted/substitute drivers, driving a regular route for twenty (20) consecutive days or more, shall be paid at the regular route driver entry-level wage for the entire time on the route and retroactive to date started.

   After 60 days worked, a long term non-contract driver will accrue sick leave at the contracted driver rate as per Article 13, Section 13.1., as well as accruing holiday pay for paid holidays occurring during the long-term assignment and annual leave hours. This accrual will be calculated retroactively to the first day of the long term assignment. Accrual will cease when the long term assignment ends.

3. Short-Term to Long -Term Assignments:
   In the case where a short-term assignment subsequently becomes a long-term assignment, and as soon as practical after it becomes known, the route shall be offered to the senior non-contract driver not already on a long-term assignment.

   For the purposes of driver continuity, or other extenuating circumstances, exceptions may be made in these scheduling guidelines with the joint approval of the District and the Union.

Section 10.6 - Fringe Benefits

Fringe Benefits will be provided per Washington State Law.

Section 10.7 - Substitute Wages and Work Hours

The substitute/non-contract/Trip driver hourly pay is set at 95% of bus driver Step 1 and requires no minimum number of hours worked per year.

If a substitute/non-contract driver works a minimum of 90 Days per school year, after two (2) years their hourly rate will increased to 97% of bus driver Step 1. After working a minimum of 90 Days per school year for three (3) years, their hourly rate will increase to 100% of bus driver Step 1 and progresses thru the step progression each year to a maximum of step 4. Current Substitute/non-contract drivers as of August 1, 2022 shall be given credit for previous years' service towards step 1 pay.

A non-contracted/substitute/trip driver called in for an assignment will be paid a minimum of two (2) hours pay. If a non-contracted/substitute/trip driver, after completing their driving assignment leaves the job site to return home and is later recalled, the driver shall be paid a minimum of two (2) hours pay for the new assignment.

In addition, the District has the right to consider a non-contracted/substitute/trip driver not available if additional hours would require overtime pay to that driver.

Section 10.7.1 - Retire/Rehire Substitute Wages and Seniority

A regular route driver who retires after four (4) or more years of service, but wishes to remain a substitute driver and be available to work, shall be paid at Step 4 of the Bus Driver rate. The regular route driver's seniority will coincide with their first day back to work as a substitute driver as long as their first day back is within one (1) year from the separation of service.
A Mead Transportation Department employee (bus assistant, mechanic and/or office worker) who carries a commercial driver's license (CDL) with the appropriate endorsements to drive a school bus who retires after four (4) or more years of service, but wishes to become a substitute driver and be available to work, shall be paid at Step 4 of the Bus Driver rate. The placement at Step 4 will only occur as long as their first day back is within one (1) year from the separation of service.

ARTICLE 11 - FRINGE BENEFITS

Section 11.1 - Benefits Provided/Offered
The District and the Union agree to abide by state RCW 28A.400.280 and federal laws relating to school district employee benefits.

Section 11.1.1
Optional benefits outside the State Employee Benefits Board package may be purchased at the employee's option by employee payroll deduction. A list of optional benefits is available in the payroll office.

Section 11.1.2
Each employee may participate in annuities and utilize payroll deductions to District recognized credit unions, health clubs and other mutually agreed to establishments.

Section 11.1.3
The Health Care Authority will provide an IRS Section 125 plan for use by individual employees.

ARTICLE 12 - HOLIDAYS

Section 12.1 - Recognized Holidays

Employees covered by the Agreement shall receive the following holidays:

Labor Day	Christmas Day
Veterans' Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day After Thanksgiving	Presidents' Day
Christmas Eve Day	Memorial Day
Juneteenth (Only when the scheduled contract workdays extend past the holiday)	

Section 12.2 - Non-Working Day Holiday

Should a holiday fall on a Saturday, the preceding Friday shall be observed as the holiday. If the holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday.

Section 12.3 - Rate of Pay

Time and one-half (1 1/2) the regular rate of pay, in addition to the holiday pay, will be paid for all work performed on a paid holiday by employees in the Bargaining Unit. Work must be performed on the day which is observed as the holiday to qualify an employee for the holiday pay.

ARTICLE 13 - LEAVES

Section 13.1 - Sick Leave and Family Illness

Section 13.1.1 - Sick Leave

Sick leave provision shall be as follows: One (1) working day per month or twelve (12) working days per year based on the regularly scheduled daily assignment. Sick leave not taken will be accumulated from year to year to an amount not greater than one hundred eighty (180) days. Pay for any period of approved sick leave shall be for all hours the employee was scheduled to work excluding extracurricular runs.
Any employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury shall be paid sick leave in the amount of the difference between his/her regular pay and that paid by the State Industrial after the first three (3) days off the job. The full amount of sick leave shall be paid the first three (3) days. Should an employee be later paid by the State Industrial for the first three (3) days of absence, the amount paid the employee by the State Industrial for the first three (3) days shall be credited to Mead School District for money due to the employee in the next payroll period. The pro-rata part of sick leave determined by the ration of regular sick leave and State Industrial Compensation shall be charged to the employee as time off the job. The only sick leave allowed to be taken will be what the employee has accumulated.

Any employee contracting or incurring any sickness or disability which renders such employee unable to perform their job duties shall receive sick leave with pay up to the amount accumulated.

In the event of sickness in the immediate family of an employee (immediate family shall consist of husband or wife, parent, brother or sister, grandparents, children, grandchildren, spouse's parents, brother, sister, grandparents, children, grandchildren), or a more distant relative if living as a member of the employee's immediate household, the employee shall be granted sick leave.
It is mutually agreed that the intent of sick leave is those purposes for which it has been established herein and that the District may inquire into the validity of those purposes when a claim to sick leave is made by an employee. When the results of such inquiry indicate abuse of sick leave, the District shall provide to the Union a copy of the findings and may take reasonable action in accordance with Article 7 of this Agreement.

Section 13.1.2 – Physician Certification

A physician's verification of illness may be required under the following conditions:

1. When there is a question regarding the driver's fitness for duty
2. When an illness exceeds five (5) days

At the district's discretion, a physician's verification of illness may be requested for illnesses of less than five (5) days if:

1. There is an indication of abuse of utilization of sick leave (i.e. calling in before or after a holiday, during mandatory in-service/training, etc.) or in accordance with State and Federal leave laws.
2. The driver has exhausted all available sick leave.

Section 13.1.3 – Emergency Leave

Emergency leave may be granted by the Superintendent/designee for problems which preplanning an absence is not possible or could not relieve the necessity for the employee's absence. Emergency leave granted to an employee will be deducted from accumulated sick leave when all other available leaves have been exhausted.

Section 13.1.4 - Sick Leave Sharing

An employee may participate in the sick leave sharing program in accordance with State-approved regulations and District policy.

Section 13.1.5 – Sick Leave Attendance Incentive Program

In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received will be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation. (In accordance with state law)

At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate will receive remuneration at a rate equal to one (1) day's current monetary compensation for each four (4) full day's accrued leave for illness or injury.

Contracted drivers who maintain perfect attendance during the incentive periods below shall receive the following attendance incentive payments:

- September– Start of school -November: $150
- December–March: $300
- April–End of school: $150

Approved bereavement leave, jury duty, or District or department-directed absences shall not disqualify an employee from the incentive.

Incentive payments shall be paid on the July payroll.

Section 13.2 - Unpaid Medical Leave

Upon the recommendation of medical authority through administrative channels to the Superintendent and upon approval of the Board, an employee may be granted an unpaid medical leave of absence for a period not to exceed one (1) year. If such leave requires more than one year, an additional one (1) year may be granted by submitting an additional request to the Board prior to the end of the first year. This leave must be taken immediately following the initial one (1) year leave.
COBRA continued coverage and other extended coverage will be extended to all eligible employees as required by law and/or carrier limitation and will be at the employee's own expense.

An employee will not accrue seniority if the employee has had leave without pay for sixty (60) cumulative days or more, in any one (1) school year. The employee's seniority date will be altered accordingly to reflect the number of days for which the employee was granted leave without pay:

Upon return to the District within one (1) year of starting the leave, the employee's seniority date shall be adjusted accordingly and the employee shall be returned to the previously held position/route.

When the employee is released and returns after one (1) year, the employee's seniority date shall be adjusted accordingly and the employee will be placed at the top of the sub list and will be allowed to bid on the first route that comes open.
A driver shall not have an accumulative medical leave of more than twenty-four (24) months within a three (3) year period without losing seniority. If a driver exceeds twenty-four (24) months medical leave within a three (3) year period, the driver will be placed at the top of the sub list on substitute pay and seniority will be adjusted to reflect top sub seniority upon the driver's return to duty for bidding purposes. Upon bidding onto a route, any longevity pay will be restored.

Section 13.3 - Bereavement Leave

Up to five (5) days bereavement leave with pay per occurrence will be granted for death in the immediate family of an employee. Immediate family is defined as husband or wife, parent, brother or sister, grandparents, children, grandchildren, spouse's parents, brother, sister, grandparents, children or grandchildren. The purpose of this leave is to make household adjustments, arrange for medical services or to attend funeral services. In cases where emergency factors of long distance are involved, the employee may request up to two (2) additional days of leave. Exceptions regarding close relatives will be addressed on an individual basis. Up to two (2) days will be granted for bereavement for persons of close personal ties.

In cases where more time is needed, additional leave may be taken under the terms of this provision and shall be deducted from the employee's accumulated sick leave.

Section 13.4 - Extended Leave

Section 13.4.1

Upon the recommendation of the immediate Supervisor to the Superintendent and upon approval of the School Board, an employee may be granted a leave of absence for a period not to exceed three (3) months. A maximum of two (2) consecutive leaves may be granted in extreme circumstances. Leave will not be granted for other employment or purposes contrary to the employee's continued employment with the School District.

The employee shall provide thirty (30) days written advanced notice of intent to return or not to return to active status. Failure to provide written notice of intent shall constitute resignation and loss of all previously accrued employee benefits and seniority.

When an employee returns from an extended leave of absence, the employee will return as an active non-contracted driver with the rights and privileges for substitutes as outlined in this contract, in addition to their right to bid on the first available route posted in accordance with said same Article.

The employee shall retain accrued sick leave and seniority rights while on leave of absence. However, sick leave and seniority shall not accrue while the employee is on a leave of absence. No loss of route or seniority will occur for time lost on route due to the assignment of other Transportation Department duties deemed necessary by the Transportation Director.

Section 13.4.2

When a driver has made advance arrangements to be away from work on approved leave, the driver will be bypassed for any trip that might become available during that leave time.

Section 13.4.3

When any approved leave request is made for a Friday or a Monday and the need exists for the personal leave to be extended over the non-school weekend days, it shall be clearly stated on the initial leave request.

Section 13.5 - Annual Leave

Each driver shall receive three (3) days annual leave. The use of annual leave requires prior approval from department management and is granted on a first-come, first-serve basis. Except in emergency situations, drivers will provide twenty-four (24) hours' notice of intent to use annual leave. Employees having to use personal leave for emergencies shall have priority.

Annual leave may not be taken:
1. During the first ten (10) days of school nor during the last ten (10) days of school
2. When there are not enough substitutes to cover routes

3. During early dismissal or mandatory in-services/training times

Understanding that "major life events" can happen, exceptions to the parameters listed above must be approved by the Superintendent or their designee. Exceptions must be made in writing and should be submitted to the Transportation Director as far in advance as possible to ensure there is ample time for review/determination by the Superintendent or their designee.

Annual leave is accumulative. At the end of each school year, unused annual leave may be reimbursed to each driver at their current hourly rate. Up to six (6) annual leave days may be taken or cashed out in each year. Unused annual leave may be accumulated to a maximum of thirty (30) days for the purpose of cash out at separation.

The use of more than six (6) annual leave days may be granted by the Superintendent/designee in unusual circumstances.

At retirement, the total number of accumulated annual leave days, when applicable to be reimbursed, will not exceed thirty (30) days total during the AFC (Average Final Compensation) period, or the employee's two highest consecutive paid years. The purpose of this limitation of the number of days is to avoid incurring excess compensation costs as defined by the Department of Retirement Systems.

Section 13.6 – Leave Without Pay

Short term leave may be granted without pay, at the discretion of the immediate supervisor. The request must be received in writing no later than the last school day in September for the current school year. Any request for Leave Without Pay (LWOP) submitted after this date, must follow the process set forth in Board Policy. Only one Leave Without Pay (LWOP) event may be taken per calendar year.

No more than seven (7) school days can be requested in a school year. This leave must be coupled with any remaining annual leave and cannot exceed ten (10) school days during a school year. Such leave shall not be used on the first ten (10) days of school or the last ten (10) days of school. Such leave shall not be taken during early dismissal or in-service days.

Section 13.7 – Eligibility to Bid/Transfer

Drivers who are on an approved long-term leave of absence for any reason (i.e. medical, leave without pay, annual, etc.) or serving a suspension shall not be considered eligible to bid on or transfer to any open positions within the unit until they have formally been released to return to work.

Drivers who are on an approved short term leave of absence for any reason may be able to bid by proxy through a local 1135 union officer. The bid by proxy will be final and the driver must abide by the bid.

ARTICLE 14 - SALARIES AND COMPENSATION

Section 14.1. – Compensation Adjustments

1) Upon receiving a regular continuing position, the driver shall be given full experience credit for prior employment as a non-contract/substitute driver or with other employers as a bus driver up to the maximum step, but not including longevity.

2) The hourly salary schedule shall set as follows:

    a) For 2025-26, step 1 of the salary schedule will be increased by 3.0%. All remaining steps will adjust based upon step increments of 2.7% between each step. Longevity will be adjusted as reflected on Appendix A

Section 14.2 - Monthly Pay

Drivers will receive pay for contracted time spread over twelve (12) months.

Section 14.3 - Layover

Layover time is non-driving time between Elementary and Secondary to or from school routes and will be paid at regular driving rate. The non-work time between contracted split shifts is not considered layover time. On early dismissal days, drivers will be paid, up to two(2) hours, the driving rate for any standby time between to and from routes when the layover time is due to early release schedule.

ARTICLE 15- TOBACCO FREE ENVIRONMENT

The District and the Union in accordance with RCW 28A.210.310 recognizes, the Mead School District is a tobacco-free workplace. This means that no employee may smoke any kind of lighted pipe, cigar, cigarette, or use any other lighted smoking equipment or materials or use tobacco products or tobacco look-alike products in or on District property. This includes electronic cigarettes or any other electronic nicotine delivering device.

Any employee who violates this contract provision will be subject to progressive disciplinary action. The District recognizes that smoking is an addiction and that this policy will be implemented in that spirit. The option of job termination will be a final resort only. Any disciplinary action that occurs as a result of this section is subject to appeal through the negotiated grievance process.

ARTICLE 16 - SUPPLEMENTAL AGREEMENT

This Agreement may be amended, provided both parties concur. Supplemental agreements may be completed through negotiations between the parties at any time during the term of the Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate.

ARTICLE 17 - NO STRIKE/NO LOCKOUT

The Union and the District agree that during the term of this Agreement there shall be no strike, economic action, walkout or work stoppage of any kind by the employees or the Union and there shall be no lockout by the District. No employee shall be required to cross a Union sanctioned lawful primary, picket line.

ARTICLE 18 - SAVINGS CLAUSE

Should any provisions of this Agreement be found in violation of any federal, state, or local laws, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The District and the Union shall meet and re-negotiate any invalidated Article within fifteen (15) days.

ARTICLE 19 - DURATION OF AGREEMENT

This Agreement shall be one (1) year in duration from September 1, 2026, through August 31, 2027.

AGREEMENT

BETWEEN

MEAD SCHOOL DISTRICT NO. 354

AND

LOCAL 1135-MT

OF THE

WASHINGTON STATE COUNCIL
OF COUNTY AND CITY EMPLOYEES,
AFSCME, AFL-CIO

SEPTEMBER 1, 2026 THROUGH AUGUST 31, 2027

DATED 10/21/2026

FOR THE UNION

Deborah Patterov (Oct 21, 2026 13:35:07 PDT)

President

James Kramer (Oct 24, 2026 14:36:47 PDT)

Scott Davies (Oct 30, 2026 11:44:56 PDT)

FOR THE DISTRICT

Travis W. Hanson, Superintendent

APPENDIX A

MEAD SCHOOL DISTRICT #354
SALARY SCHEDULE
LOCAL 1135-MT
BUS DRIVER/SERVICE WORKER
2025-26

	1	2	3	4	5	6	7
BUS DRIVER	$24.57	$25.23	$25.91	$26.61	$27.33	$28.07	$28.83

SUBSTITUTE DRIVER/ SERVICE WORKER: 95%=$23.34
97%=$23.83
100%=$ 24.57

COMMITTEE WORK/LABOR-MANAGEMENT: Current Rate of Pay

Driver:
10 Year = $30.27
12 Year = $30.88
15 Year = $32.12
17 Year = $32.76
20 Year = $34.07
25 Year = $34.75

Based on 190-day (includes holidays) work year.

The District shall provide state-funded allocation amount for Health Insurance Benefits as provided by the legislature, per month FTE, effective September 1.

Employees shall purchase mandatory insurance benefits as provided by the state. All remaining premium money may be applied toward medical insurance.

1. An employee while acting in the role of driver trainer or ride along trainer will receive an additional dollar per hour for the time engaged in the role.

2. Any employee completing ten (10) years of experience with the District will receive an additional longevity increase of five (5) percent.

3. Any employee completing twelve (12) years of experience with the District will receive an additional longevity increase of two (2) percent.

4. Any employee completing fifteen (15) years of experience with the District will receive an additional longevity increase of four (4) percent.

5. Any employee completing Seventeen (17) years of experience with the District will receive an additional longevity increase of two (2) percent.

6. Any employee completing twenty (20) years of experience with the District will receive an additional longevity increase of four (4) percent.

7. Any employee completing twenty-five (25) years of experience with the District will receive an additional longevity increase of two (2) percent.

8. Increment/Experience steps and longevity pay increases shall be assessed as of the first day of school each year. Employees having less than six (6) months service experience shall wait until the following

year to advance to the next step. Employees having six (6) months or more service by the first day of school shall be advanced to the appropriate pay step. Service experience is calculated from the first date in a contract route continuous assignment. Employees that transferred into the transportation department with no break in service from another department shall be calculated from their first continuing assignment in the District.

9. The District will budget $150 per employee per year for purchase of Mead Logo Gear and/or other approved workwear (including pants and shoes) from the Mead District Store. To be eligible for this allowance, the driver must be hired to a regular route at the time or times of clothing purchase.

10. Employees are eligible to participate in a VEBA medical reimbursement plan (the "Plan") pursuant to RCW 28A.400.210. Group participation in the Plan shall be optional but shall be based on the outcome of a VEBA Group vote/decision made annually by the Group. VEBA contributions may include a set monthly payroll deduction or Sick and Annual leave cash out at retirement or annually. The District will match up to $15.00 per month.

    If the group votes to participate, all members of the group shall participate in contributions. Likewise, if the group votes against participation, no members of the group shall be able to participate. Evidence of the vote of decision shall be the annual VEBA Plan Memorandum of Understanding form signed by a representative of the Association. The parties shall attempt to complete this process by October of each fiscal year.

11. 1135-MT will have an option to participate in Calendar Committees when they are used in determining the school calendar.