

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**CHEHALIS SCHOOL DISTRICT #302**

AND

**CHEHALIS TRANSPORTATION**

SEPTEMBER 1, 2023 - AUGUST 31, 2027



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

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## DECLARATION OF PRINCIPLES

1. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
2. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, and to establish a basic understanding relative to providing means of amicable discussion and adjustment of matters of mutual interest.

## PREAMBLE

This Agreement is made and entered into between Chehalis School District #302 hereinafter (“District”) and Public School Employees of Chehalis School District, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter “Association”).

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows.

## ARTICLE I

### RECOGNITION AND COVERAGE OF AGREEMENT

#### **Section 1.1.**

The District hereby recognizes the PSE Association as the exclusive representative of all bargaining unit members as described in Section 1.5., hereinafter referred to as employees. The Association recognizes the responsibility of representing the interests of all such employees.

#### **Section 1.2.**

Nothing contained herein shall be construed to include in the bargaining unit the transportation supervisor, assistant transportation supervisor, superintendent, assistant superintendent, director of business and operations, deputy, administrative assistant, secretary, or other like or similar supervisory or administrative positions. Such positions necessarily imply a confidential relationship to the Board of Directors or superintendent of the District pursuant to RCW 41.56.030 (2).

#### **Section 1.3.**

Within thirty (30) working days following execution of this contract, the District will provide the Association with complete job descriptions for all employees subject to this Agreement.

#### **Section 1.4.**

The District will provide the Association with such amendments, changes, and additions to job descriptions as they may occur from time to time.

1 **Section 1.5.**

2 The bargaining unit to which this Agreement is applicable shall consist of all classified employees  
3 filling positions in the general job classifications of transportation driver, fueler, and bus monitor, as  
4 presented on Schedule A. All substitute drivers shall be paid at Step 1 - Transportation Driver on  
5 Schedule A, with that being the sole provision of this agreement applicable to substitute drivers.  
6

7 **Section 1.6.**

8 The District shall, prior to June 30 of each school year, notify each transportation driver and monitor in  
9 writing as to the date, time and place for bidding for work for the ensuing school year. The work shall  
10 be bid on at the in-service meeting as indicated in the above-mentioned notification. If such notice is  
11 mailed, it shall be sent to the employee's most current address on file. It is the employee's  
12 responsibility to provide the District with the most current mailing address.  
13  
14  
15

16 **ARTICLE II**

17 **RIGHTS OF THE EMPLOYER**  
18  
19

20 **Section 2.1.**

21 It is agreed that the customary and usual rights, powers, functions, and authority of management are  
22 vested in the District except as specifically and expressly relinquished by this Agreement.  
23

24 **Section 2.2.**

25 The right to make reasonable rules and regulations shall be considered acknowledged functions of the  
26 District. In making rules and regulations relating to wages, hours, and matters of working conditions  
27 the District shall give due regard and consideration to the rights of the Association and the employees  
28 and to the obligations imposed by this Agreement.  
29

30 **Section 2.3.**

31 The names of elected officers and elected or appointed committee members of the Association shall be  
32 provided in writing to the superintendent of the District within ten (10) working days after their  
33 election or appointment.  
34

35 **Section 2.4.**

36 The Board acts by and through its administrative and supervisory staff. The parties, therefore, jointly  
37 recognize that pursuant to the laws of Washington State, the Board has the responsibility for  
38 formulation and implementation of policies and rules governing the educational program and services  
39 of the District. No delegation of such responsibility is intended or to be implied by any provisions of  
40 this Agreement.  
41

42 **Section 2.5.**

43 The District retains all the customary, usual and exclusive rights, decision-making functions, and  
44 authority connected with or in any way incident to its responsibility to manage the affairs of the  
45 District or any part of it, consistent with the laws of the State of Washington. Rights of members in the  
46 bargaining unit and the Association are limited to those set forth in this Agreement or provided by  
47 Washington statute, and the District retains all functions and rights not limited by the terms of the  
48 Agreement or by Washington statute.

**Section 2.6.**

Without limiting the generality of the foregoing, it is expressly recognized that the Board's operational and managerial responsibility includes:

- a. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or to close old facilities.
- b. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations.
- c. The right to enforce the policies and procedures now in effect, and to establish new policies and procedures, not in conflict with this Agreement.
- d. The District shall retain the right of District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.
- e. The direction, arrangement, and assignment of all the working forces in the system, including the right to hire, suspend, discharge or discipline, or transfer bargaining unit members.
- f. The creation, combination, modification, or elimination of any position consistent with applicable reduction in force (RIF) procedures.
- g. The establishment of Board-approved curriculum.
- h. Sole responsibility for evaluation of District employees.

**Section 2.7.**

Nothing in this Agreement shall limit the District's right to contract or subcontract work that is in addition to that work normally performed by the employees in the bargaining unit. If the District determines it must alter or eliminate any operation which would reduce or eliminate any position in the bargaining unit, it shall inform the Association and permit the Association the opportunity of input on the matter prior to implementation of such alteration or elimination and/or bargain if required by law.

**Section 2.8.**

During the term of this Agreement, it is expressly agreed that rights of the Board, as contained in this Agreement, may be exercised by the Board without necessity of prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action. The District reserves the right to require a drug/alcohol test of any employee covered by this Agreement whenever there is a reasonable suspicion of misuse, post-accident, or as selected for random testing as allowed by law. Should such test reveal prohibited drug/alcohol use, the District also reserves the right to make whatever requirements and/or job actions are appropriate as consistent with prevailing laws and regulations.

**ARTICLE III**

**RIGHTS OF EMPLOYEES**

**Section 3.1.**

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the

Association to the superintendent of the District, or his/her designated representatives, or any other governmental body, group, or individual. The District shall take whatever action required or refrain from such action in order to ensure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

### **Section 3.2.**

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

### **Section 3.3.**

Each employee subject to this Agreement has the right to have an Association representative present at discussions between themselves and supervisors or other representatives of the District provided the employee so requests and gives prior notice.

### **Section 3.4.**

Each employee reserves and retains the right to delegate any right contained in this Agreement, exclusive of compensation for services rendered to appropriate officials of the Association; provided, however, that it is expressly understood and agreed that the District will not be obligated to deal with any person or group not specified in this Agreement.

### **Section 3.5.**

Neither the District, nor the Association, shall unlawfully discriminate against any employee subject to this Agreement on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal and provides equal access to the Boy Scouts and other designated youth groups.

### **Section 3.6.**

The employee's official personnel file will be located in the District Personnel Office and will include work evaluations. Employees shall, upon request, have the right to inspect their complete personnel file in the presence of a District administrator with 48 hours prior notice. A supervisor may maintain an additional file relating to an employee's work.

#### **Section 3.6.1.**

Grievances, and their dispositions, will be a part of the official personnel file.

#### **Section 3.6.2.**

The employee has the right to request a representative of the Chehalis PSE to be present during the inspection of the official file. The employee, furthermore, has the right to place, in writing, a personal reaction to any document that appears in his/her file; the reaction becomes part of the file.

#### **Section 3.6.3.**

No material of a personal nature dealing with job performance or evaluation shall be entered into the official file without first being shown to the employee. Upon request, a single copy of any document shall be provided by the District, at the employee's expense, within three (3) working days.

1       **Section 3.6.4.**

2       The employee has the right to grieve any information contained in the official personnel file;  
3       except, that the content of an evaluation may not be grieved. Employees may provide a written  
4       response to their evaluation to the District Personnel Office for inclusion in the personnel file.  
5

6       **Section 3.6.5.**

7       The employee shall have the right to petition the District to remove items from the personnel  
8       file one (1) year after the date of occurrence. The District shall respond to the request for  
9       removal within ten (10) workdays.  
10

11  
12  
13                   **ARTICLE IV**

14                   **RIGHTS OF THE ASSOCIATION**

15  
16  
17       **Section 4.1.**

18       The Association has the right and responsibility to represent the interests of all employees in the unit;  
19       to present its views to the District on matters of concern, either orally or in writing; to consult or to be  
20       consulted with respect to the formulation, development, and implementation of industrial relations  
21       matters and practices which are within the authority of the District; and to enter collective negotiations  
22       with the object of reaching an Agreement applicable to all employees within the bargaining unit.  
23

24       **Section 4.2.**

25       The Association will be notified within five (5) working days by the District of written-disciplinary  
26       actions taken against any employee in the bargaining unit. The Association is entitled to have an  
27       observer at scheduled hearings conducted by any District official arising out of a formal disciplinary  
28       action and to make known the Association's views regarding disciplinary actions. Such views, if  
29       expressed, shall be in writing.  
30

31       **Section 4.3.**

32       The District, as part of the general orientation of each new employee within the unit subject to this  
33       Agreement, shall provide such employee with a copy of this contract to be furnished to the District by  
34       the Association.  
35

36       **Section 4.4.**

37       The Association reserves and retains the right to delegate any right or duty contained herein to  
38       appropriate officials of the Public School Employees of Washington/SEIU Local 1948 state  
39       organization; provided, however, that it is expressly understood and agreed that the District will not be  
40       obligated to deal with any person or group not specified in this Agreement.  
41

42       **Section 4.5.**

43       Upon request, the District shall provide the Public School Employees of Washington/SEIU Local 1948  
44       with employment-related information regarding each employee in the bargaining unit on a form to be  
45       provided by the Public School Employees of Washington/SEIU Local 1948.  
46

47       Such information will include:

- 48       •   The employee's name and date of hire



- The employee's home address or personal mailing address
- The employee's job title
- The employee's hourly rate of pay
- The employee's number of day of work
- The employee's primary work site location or duty station
- The employee's primary email

#### **Section 4.6.**

Representatives of the Association, upon making their presence known to the District, shall have access to the District premises during business hours, provided, that no conferences or meetings between employees and Association representatives will occur during paid duty time.

#### **Section 4.7. Bulletin Boards.**

The District shall provide a bulletin board space in each work area for the use of the Association. The bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees or the Association of pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than herein provided.

##### **Section 4.7.1.**

The responsibility for the prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the individual who posted such notices.

#### **Section. 4.8.**

The Union shall have up to thirty (30) minute orientation with new employees during an employees' regular work hours within ninety (90) days of the employees' start date. The orientation will be for the purpose of presenting information about the Union to the new employee. The Union shall inform each new employee that membership in the Union is voluntary and only when an employee clearly and affirmatively consents to joining the Union may the Union collect fees. Attendance at such orientation by a new employee is voluntary (time will be paid).

## **ARTICLE V**

### **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

#### **Section 5.1.**

It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are hours, wages, and working conditions, or actual changes of these, of employees in the bargaining unit subject to this Agreement.

#### **Section 5.2.**

It is further agreed and understood that the District shall consult and meet with the Association upon the Association's request concerning district policies and procedures related to student transportation.

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## ARTICLE VI

### ASSOCIATION REPRESENTATION

#### **Section 6.1.**

The Association representatives shall represent the Association and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees on mutually agreed time and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated a desire not to pursue a grievance. They may consult with the District on complaints without a grievance being made by an individual employee.

#### **Section 6.2.**

Time during the workday, exclusive of shift times, will be allowed for Association representatives for attendance at meetings with the District. Time will be allowed for Association representatives to discuss with the employees' grievances and appropriate matters directly related to student transportation. Association representatives will guard against the use of excess time in the handling of such matters. Use of shift time for Association business must be mutually agreed upon by the parties.

#### **Section 6.3.**

The Association will designate a conference committee of three (3) members who will meet with district representatives as designated by the superintendent at mutually agreeable times to discuss matters of mutual interest.

#### **Section 6.4. Association Release Time.**

The President of the Association and designated representatives will be provided time off to a maximum of five (5) working days per year to attend regional or state meetings, provided proper notice is given. The Association shall reimburse the District for the costs of substitutes, if substitutes are used.

## ARTICLE VII

### ASSOCIATION DUES

#### **Section 7.1. Association Dues.**

The Employer will provide for payroll deduction of Association Dues and initiation fees upon authorization by the employee. The Association will provide the District the monthly amount of dues, certified by the secretary of the Public School Employees of Washington. Payroll deduction authorization cards must be received by the Chehalis School District by the 15th of the month to be recognized as effective for that month. The District will transmit to the duly designated officer of the Association the total amount deducted together with the list of names of the employees from whose pay deductions were made. All refunds of such deductions which may be required to be made to any employee shall be made by the Association, and the Association shall settle all questions, and disputes

1 between it and its members with reference to deductions or refunds of the like without recourse to the  
2 District.

3  
4 **Section 7.2.**

5 The Association will indemnify, defend, and hold the District harmless against any claims made, and  
6 any suit instituted against the District on account of any payment of Association dues as provided in  
7 this Agreement.

8  
9  
10 **ARTICLE VIII**

11  
12 **CONDITIONS OF WORK**

13  
14 The District employs both full-time regular and part-time regular employees. A full-time regular  
15 employee is defined as working eight (8) hours per day, five (5) days per week. Those employees  
16 working less than full-time hours are considered part-time regular employees. Part-time regular  
17 employees are guided by the same policies and regulations as full-time regular employees, except  
18 wages and benefits shall be pro-rated based on hours worked.

19  
20 **Section 8.1.**

21 The work week shall consist of five (5) consecutive days followed by two (2) days of rest, Saturday  
22 and Sunday; provided, however, the District may assign a regular employee to work any five (5)  
23 consecutive days followed by two (2) consecutive days of rest.

24  
25 **Section 8.2.**

26 Each regular employee shall be assigned to definite and regular work hours and work week, which  
27 shall not be changed without reasonable prior notification to the employee, except in emergency  
28 situations or conditions.

29  
30 **Section 8.3.**

31 A full-time regular employee's workday shall consist of eight (8) hours of work, a thirty (30) minute  
32 duty-free lunch period which is outside the hours of work, and a fifteen (15) minute rest period within  
33 the first half of the hours of work and a fifteen (15) minute rest period within the second half of the  
34 hours of work.

35  
36 **Section 8.4.**

37 In the event a regular employee's work hours are less than eight (8) hours, the regular employee shall  
38 be given a fifteen (15) minute rest period for each four (4) hours of continuous work, with such rest  
39 period to be taken as near mid-shift as possible.

40  
41 **Section 8.5.**

42 Regular employees required by the District to work through their regular lunch periods will be given time  
43 to eat at a time agreed upon by the employee and supervisor. In the event the District requires an  
44 employee to forego a lunch period and the employee works the entire shift, including the lunch period, the  
45 employee shall be compensated for the foregone lunch period.

46  
47 **Section 8.6.**

48 The practice of compensatory time is neither permitted nor recognized by the District.

1 **Section 8.7.**

2 Overtime assignments shall be available to all regular employees within the classification where the  
3 overtime occurs. The District shall make overtime assignments based upon relatively equal  
4 participation by employees, skills required, emergency conditions, and availability of the employee.

5  
6 **Section 8.7.1.**

7 All hours worked in excess of forty (40) hours per week (Monday through Sunday) shall be  
8 compensated at the rate of one and one-half (1-1/2) times the employee's base pay.

9  
10 **Section 8.7.2.**

11 All overtime must receive prior authorization by the employee's supervisor or the office of the  
12 superintendent, excepting emergency conditions that justify immediate employee action.

13  
14 **Section 8.8.**

15 Chehalis drivers will provide all supplemental bus transportation for the Chehalis School District. Only  
16 employees regularly employed as Transportation drivers will be used to fulfill all job assignments  
17 within the bargaining unit subject to this Agreement, unless no qualified employee is available; then, a  
18 substitute may be used excepting district employees with valid credentials who are qualified to drive  
19 district vehicles, not to exceed ten (10) passenger capacity. They must be affiliated directly with the  
20 activity involved. The District will assure the provision of fiscal resources to cover bus fueling costs on  
21 trips across the state. (This may include separate gas cards or VISA type cards.)

22  
23 **Section 8.8.1.**

24 Joint District supplemental trips will be an alternating trip on a rotational basis between drivers  
25 in the Chehalis School District and drivers in the Centralia School District.

26  
27 **Section 8.9.**

28 Use of charter buses may be considered for transportation on field trips and extracurricular activities if:

- 29  
30 a. School transportation cooperative vehicles or employees are not available, and the event cannot  
31 be rescheduled or altered (conflicting trips and overtime rules will not apply in this  
32 circumstance); or  
33 b. The activity is not a regularly scheduled annual event (e.g., playoffs, special events, etc.); or  
34 c. The transportation will be paid for by other than the district or school affiliated groups (e.g.,  
35 booster clubs); or  
36 d. The length of the trip is over 120 miles one way.

37  
38 **Section 8.10.**

39 Pre-trip and post-trip time shall be fifteen (15) minutes each, both a.m. and p.m. Pre-trip requirements  
40 will include fueling the buses, if needed, and state, federal and District pre-trip responsibilities.

41  
42 **Section 8.11.**

43 Each employee shall be assigned to a definite shift with designated times of beginning and ending,  
44 with the understanding that an employee may be required to work beyond his/her assigned shift.  
45 Transportation drivers will be paid a minimum of one and one-half (1-1/2) hours per a.m. or p.m. run,  
46 or three (3) hours per route (a.m. and p.m.).  
47

1 **Section 8.12.**

2 Any driver with route times less than three (3) minimum hours may be assigned to other duties by the  
3 transportation supervisor or his designee.  
4

5 **Section 8.13.**

6 In the event of unplanned late starts (inclement weather) and/or emergency dismissals (safety, natural  
7 disaster, etc.), regular employees shall work the District established/announced time schedule with  
8 corresponding pay for actual time worked. Regular employees shall be provided with two (2) hours'  
9 show-up pay or actual time worked, whichever is greater, when an emergency closure of their worksite  
10 is decided after their arrival.  
11

12 **Section 8.14. Driver Replacement Procedures**

13  
14 **Section 8.14.1.**

15 A regular employee may fill the position of another regular employee who is on a leave of  
16 absence due to an L & I injury, medical leave, or other District-authorized leave of absence. It  
17 shall be the responsibility of the District to inform the employee selected for this temporary  
18 route assignment of the status of the driver on leave and the anticipated length of time the  
19 driver on leave will be absent from his/her assigned route.  
20

21 Vacancies greater than thirty (30) consecutive workdays which require a substitute will be  
22 offered to a qualified, available bargaining unit employees and awarded on a seniority basis.  
23 "Available" means the employee is not scheduled to work a shift that conflicts or overlaps the  
24 time of the substitute shift; however, if the employee will gain 30 minutes or more, the  
25 employee will be considered available. "Qualified" means the employee has the requisite  
26 knowledge and skills to successfully perform the substitute position as determined by the  
27 employee's supervisor. Under no circumstances will a regular shift, combined with a substitute  
28 shift, exceed eight (8) hours per day. A vacancy shall not exceed two (2) current employees  
29 being reassigned using this provision. When a regular employee is working as a substitute  
30 within their classification and job title, they shall be paid at the current rate of pay from  
31 Schedule A appropriate for the position being substituted. When a regular employee is working  
32 as a substitute in a different classification or a different job title within their classification, they  
33 will be paid at Step I on Schedule A, except in those instances when Step I is not a higher rate  
34 of pay.  
35

36 A regular employee who fills in for another regular employee during an authorized leave of  
37 absence will retain the right to bid on other routes as his/her seniority and this written  
38 agreement allows. Upon the return of the driver from an authorized leave, the replacement  
39 driver will return to his/her original route. If the original route no longer exists, the replacement  
40 driver will be assigned to a comparable route. If no comparable route exists or the replacement  
41 driver does not wish to return to his/her original route, he/she will be assigned to the substitute  
42 pool until another route becomes available for bidding.  
43

44 **Section 8.14.2.**

45 If no regular employee fills the leave of absence position, a substitute driver may be assigned  
46 for a specific period of time. It shall be the responsibility of the employer to inform the  
47 substitute driver on the replacement route of the status and anticipated length of employment

limitations to the best of its knowledge. The substitute driver fill-in for the on-leave employee shall have no bumping rights and no guarantee of employment.

**Section 8.14.3.**

An employee returning from an extended authorized leave of absence will assume the original route assigned prior to the leave of absence or, should the route no longer exist, to a comparably timed route which does not displace a driver with more seniority.

**Section 8.15.**

Employees are required to attend the annual school startup/in-service meeting.

**ARTICLE IX**

**HOLIDAYS**

**Section 9.1. Holidays.**

**Section 9.1.1.**

All employees shall be eligible for the following paid holidays that fall within their work year.

- |                           |                            |
|---------------------------|----------------------------|
| 1. Labor Day              | 7. New Year's Eve          |
| 2. Veteran's Day          | 8. New Year's Day          |
| 3. Thanksgiving Day       | 9. Presidents' Day         |
| 4. Day after Thanksgiving | 10. Martin Luther King Day |
| 5. Christmas Day          | 11. Memorial Day           |
| 6. Day after Christmas    | 12. Juneteenth             |

**Section 9.1.2.**

If a paid holiday falls on the weekend, the holiday will be designated and granted on the Friday preceding or Monday following said holiday, with the District to be the determiner of the designated day.

**Section 9.1.3. Worked Holidays.**

Employees who are required to work on the above-described holidays shall receive the pay due them for the holiday, plus one and one-half (1-1/2) their base rate for all hours worked on such holidays.

**ARTICLE X**

**LEAVES**

**Section 10.1. Sick Leave and Emergency.**

**Section 10.1.1.**

Annually, at the beginning of each school year, all employees shall be credited with an allowance of twelve (12) days with full pay to be used for personal absence from work caused



1 by the employee's illness, injury, emergencies or to care for a child of the employee. The  
2 District shall allow an employee to use a choice of his/her accrued sick leave or other paid leave  
3 to care for a child of the employee under the age of eighteen (18) with a health condition that  
4 requires treatment or supervision, a child of the employee who is over the age of eighteen (18)  
5 who is incapable of self-care, or a grandchild who is dependent of and living with the employee  
6 if the dependent is under the age of eighteen (18) with a health condition that requires treatment  
7 or supervision, or a spouse, parent, parent-in-law, or grandparent of the employee who has a  
8 serious health condition or an emergency condition. The definitions of *Family* relationships are  
9 spelled out in RCW 49.12.265. An employee may not take advance leave until it has been  
10 earned. The District shall not discharge, threaten to discharge, demote, suspend, discipline or  
11 otherwise discriminate against an employee who uses this leave. A day shall mean the number  
12 of regular hours in the employee's work shift. For the purpose of this section, an emergency is  
13 defined as a problem that has been suddenly precipitated or is unplanned, or where pre-planning  
14 could not relieve the necessity for the absence.

15  
16 **Section 10.1.2.**

17 Sick leave shall accumulate up to the maximum allowed by law. At the end of each year, the  
18 employer will provide each employee with an accounting of his/her accumulated sick leave.

19  
20 **Section 10.1.3.**

21 Upon return to employment with the District, any former regular employee shall be credited  
22 with the balance of unused sick leave accumulated at the time of separation from his/her  
23 employment. Sick leave accrued and not used in other school employment within Washington  
24 State shall be accepted.

25  
26 **Section 10.1.4.**

27 Sick leave accumulated under this section may be applied toward an attendance incentive plan  
28 in the following manner:

- 29
- 30 A. In January of the year following any year in which a minimum of sixty (60) days of  
31 leave for illness or injury is accrued, and each January thereafter, any eligible employee  
32 may exercise an option to receive remuneration for unused leave for illness or injury  
33 accumulated in the previous year at a rate equal to one (1) day's monetary compensation  
34 of the employee for each four (4) full days of accrued leave for illness or injury in  
35 excess of sixty (60) days. A day shall mean the number of regular hours in the  
36 employee's work shift(s). Leave for illness or injury for which compensation has been  
37 received shall be deducted from accrued leave for illness or injury at the rate of four (4)  
38 days for every (1) one day's monetary compensation: PROVIDED, that no employee  
39 may receive compensation under this section for any portion of leave for illness or  
40 injury accumulated at a rate in excess of one (1) day per month.
- 41
- 42 B. Sick leave Cashout is payable at the time of separation from service due to retirement or  
43 death; or, effective June 8, 2000, regular employees who separate from service for any  
44 reason are allowed to cash out their sick leave at the time of separation if they are at  
45 least age 55 and ten (10) years of service (TRS Plan 3 or SERS Plan 3); or, have 15  
46 (fifteen) years of service (TRS Plan 2, SERS Plan 2).
- 47

- 1 C. All provisions contained herein shall be subject to uniform rules and regulations  
2 promulgated by the Superintendent of Public Instruction and other applicable state laws and  
3 state regulations.  
4  
5 D. Should the legislature revoke any benefits granted under this section, no affected  
6 employee shall be entitled thereafter to receive such benefits as a matter of contractual  
7 right.  
8  
9 E. For the purpose of sick leave cash out, the maximum accumulation shall be one-hundred  
10 eighty (180) days, or the maximum allowed by law.  
11

12 **Section 10.1.5.**

13 When an employee is injured on the job and is unable to perform his or her duties as a result of  
14 an on-the-job injury or occupational disease and certified off work by a doctor, the employee  
15 may elect to use leave as follows (provided the employer does not elect to keep the employee  
16 on full salary through means other than use of accrued leave):  
17

- 18 A. Choose unpaid leave thus receiving only his or her entitled temporary total disability  
19 (TTD) benefits, or  
20 B. Elect to use a full day of accumulated leave (sick, annual, or other similar benefit) in  
21 addition to their entitled TTD benefits, or  
22 C. Elect to use a proportionate share of accumulated leave to make up the difference  
23 between the worker's compensation payments and the employee's regular pay at the time  
24 of injury.  
25

26 In the event the employee does not elect option A, or B, or C, option C, above will be applied.  
27

28 **Section 10.1.6.**

29 An employee who is unable to perform his/her duties because of personal illness or other  
30 disability may upon request be granted a leave of absence without pay for up to twelve (12)  
31 months at the exhaustion of sick leave. At the request of the District, the employee shall provide  
32 a written statement from a physician certifying the illness or disability. Upon return to  
33 employment, the provisions of Section 8.13 will apply.  
34

35 **Section 10.1.7.**

36 After five (5) consecutive days of absence and upon the written request of the superintendent, an  
37 employee shall provide to the District, within five (5) days of receipt of said request, a written  
38 statement from a physician certifying continued illness and the necessity for continued sick leave  
39 status.  
40

41 **Section 10.2. Bereavement Leave.**

42 **Section 10.2.1.**

43 Employees shall be entitled a maximum of five (5) days bereavement leave per occurrence to a  
44 maximum of ten (10) days bereavement leave annually, for absence caused by death in the  
45 immediate family.  
46  
47



1       **Section 10.2.2.**

2       An employee's immediate family is defined as an employee's child, stepchild, grandchild, step-  
3       grandchild, niece, nephew, spouse, spouse equivalent, parent, stepparent, grandparent, guardian,  
4       aunt, uncle, sibling, stepbrother, stepsister, sister-in-law, brother-in-law, or parent-in-law. Such  
5       bereavement leave shall not be deducted from sick leave. Bereavement leave is noncumulative.

6  
7       **Section 10.3. Maternity Disability Leave.**

8  
9       **Section 10.3.1.**

10       Accrued sick leave benefits may be used for childbirth and recovery therefrom as permitted by  
11       law.

12  
13       **Section 10.3.2.**

14       An employee requesting maternity leave shall give written notice to the District at least four (4)  
15       weeks prior to the commencement of said leave, except in an emergency. The written request  
16       for maternity leave should include a statement as to the expected date of return to employment,  
17       and within (30) days after childbirth, shall, in a second statement, inform the employer of the  
18       specific day when the employee will return to work.

19  
20       **Section 10.3.3.**

21       In the event sick leave has been exhausted, the employee, upon request, may be granted an  
22       unpaid leave of absence.

23  
24       **Section 10.3.4.**

25       An employee returning from maternity leave shall be assigned to her previous position or a  
26       comparable position consistent with Section 8.14.

27  
28       **Section 10.3.5.**

29       Application of paid sick leave for childbirth and recovery shall be limited to the actual period of  
30       disability.

31  
32       **Section 10.4. Child Rearing Leave.**

33       An employee shall be allowed up to twelve (12) months of unpaid leave for the purpose of child rearing  
34       a natural or adopted child. An employee returning from such leave shall be placed in the position last  
35       held or in a comparable position. The employee shall notify the District in writing of the intent to take  
36       Child Rearing Leave, stating the expected dates of commencement of leave and return to employment.  
37       The employee shall make a good faith effort to notify the District at least thirty (30) calendar days in  
38       advance of the commencement of such leave. If both parents are District employees, only one (1)  
39       parent at a time shall take Child Rearing Leave.

40  
41       **Section 10.5. Adoption Leave.**

42       Adoption leave without pay shall be granted upon prior application to the District by a parent in order  
43       to complete the adoption process, provided such leave does not exceed an aggregate of ten (10) days in  
44       any given school year. Such leave may be used for court legal procedures, home study and evaluation,  
45       required home visitations by the adoption agent not possible to schedule outside of the regular working  
46       hours or to obtain physical custody of the child.

**Section 10.6. Judicial Leave and Jury Duty.**

**Section 10.6.1.**

In the event that an employee is named as a co-defendant or witness for the District in a suit brought against the District or a person or entity other than the employee bargaining group, and such employee is required to appear in court as a result thereof, such employee shall be compensated at the employee's regular hourly rate.

**Section 10.6.2.**

Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law. If any witness fees are paid, that amount shall be deducted from the employee's regular pay.

**Section 10.6.3.**

In the event an employee is summoned to serve as a juror, such employee shall receive a normal day's shift pay for each day of actual presence in court.

**Section 10.6.4.**

Any transportation, meal or lodging expense reimbursement shall be retained by the employee.

**Section 10.7. Military Leave.**

Employees shall be granted military leaves of absence in accordance with the law.

**Section 10.8. Birth of Child Leave.**

An employee, upon request, shall be granted up to three (3) days sick leave with pay on or about the date of the birth of the employee's spouse's or domestic partner's child.

**Section 10.9. Family and Medical Leave.**

Employees shall be entitled to utilize provisions of the Family and Medical Leave Act that the District shall administer in conformity with the law.

**Section 10.10. Paid Family and Medical Leave (PFML).**

Commencing January 1, 2019, employees shall be eligible to receive Paid Family and Medical Leave (PFML), under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. Commencing September 1, 2020, the District shall pay the full amount of the payroll premium.

**Section 10.11. Personal Leave Day Incentive.**

One (1) personal leave day with pay may be granted to each employee for every trimester (sixty (60) consecutive school days) of perfect attendance not to include up to three (3) days of personal leave. Up to three (3) personal days accumulated at the end of the calendar school year may be cashed in at the base rate in the year earned or carried over into the following school year. Personal leave may be taken in increments of part of a day. Part of a day means an a.m., p.m., or midday route. No more than three (3) personal days may be carried over into the following school year. The following criteria will be relied upon by the supervisor acting on a request for personal leave:

1 **Section 10.11.1.**

2 The leave request shall be made at least forty-eight (48) hours in advance, and appropriate route  
3 schedules are prepared and left with the employee's supervisor or designee.  
4

5 **Section 10.11.2.**

6 No more than one (1) employee may be absent under non-scheduled or personal leave, on a  
7 given workday, providing a substitute is available, and appropriate route schedules are prepared  
8 and left with the employee's supervisor or designee.  
9

10 **Section 10.11.3.**

11 This leave shall not be granted the first five (5) or the last ten (10) workdays of the school year.  
12

13 **Section 10.11.4.**

14 Personal leave is to be requested using the form developed for that purpose.  
15

16 **Section 10.12. Personal Leave.**

17 Up to three (3) days of personal leave may be granted annually to each employee, with pay, for the  
18 conducting of personal business matters during work hours that require the employee's personal  
19 attention. The reasons for the leave are at the discretion of the employee. The following criteria will be  
20 relied upon by the supervisor acting on a request for personal leave.  
21

22 **Section 10.12.1.**

23 The leave request shall be made at least three (3) workdays in advance, with appropriate route  
24 schedules prepared and left with the employee's supervisor or designee. The employee's  
25 supervisor shall respond to the leave request within two (2) workdays of receipt of the request  
26 for personal leave.  
27

28 **Section 10.12.2.**

29 No more than two (2) employees may be absent under such leave, providing a substitute  
30 employee is available, and appropriate route schedules are prepared and left with the  
31 employee's supervisor or designee.  
32

33 **Section 10.12.3.**

34 This leave shall not be granted the first five (5) or the last ten (10) workdays of the school year,  
35 or during survey week, nor the first day prior to or following any school vacation/holiday  
36 period.  
37

38 **Section 10.12.4.**

39 Personal leave is non-cumulative and non-transferable.  
40

41 **Section 10.12.5.**

42 Personal leave is to be requested using the form developed for that purpose.  
43

44 **Section 10.12.6.**

45 An unauthorized absence will result in loss of pay and possible discipline.  
46

1       **Section 10.12.7.**

2       All employees' use of personal leave days shall be deducted from the employee's leave  
3       eligibility in one (1) full-day increments.

4  
5       **Section 10.12.8.**

6       Unused excess personal leave days will be cashed out in July at the employee's current rate of  
7       pay on Schedule A. Excess days are any days that cannot be carried over.

8  
9       **Section 10.13. Attendance Incentive.**

10  
11       **Section 10.13.1.**

12       Each regular driver (driving both a.m. and p.m.) will receive one hundred dollars (\$100.00)  
13       after the conclusion of each school year provided that no more than a total of three hundred and  
14       twenty (320) hours of driver absences are recorded for regular employees. For this section,  
15       leave without pay will be counted as sick leave.

16  
17       **Section 10.13.2.**

18       After the conclusion of each school year, each driver will be awarded one-dollar (\$1.00) for  
19       each day of perfect attendance by all regular drivers up to ninety (90) days. On the ninetieth  
20       (90) day and thereafter, each driver will receive two dollars (\$2.00) for each day of perfect  
21       attendance.

22  
23       **Section 10.14. Leave of Absence.**

24  
25       **Section 10.14.1.**

26       An employee may be granted a leave of absence, without pay, for a period of time not to exceed  
27       one (1) year. At the discretion of the Board of Directors, a leave of absence may be granted  
28       beyond one (1) year.

29  
30       **Section 10.14.2.**

31       The regular employee will retain previously accrued sick leave, vested vacation rights, and  
32       seniority rights while on leave of absence. However, sick leave, seniority and all other fringe  
33       benefits shall not accrue while the employee is on leave of absence, provided, however, that if  
34       such leave of absence is approved by the superintendent for a job-related injury, seniority shall  
35       accrue.

36  
37       **Section 10.15. Leave Accounting.**

38       All employees' use of leave days, excepting personal leave incentive days or non-scheduled leave days,  
39       shall be deducted from the employees' leave eligibility in full shift increments.

40  
41       **Section 10.16. Leave Without Pay.**

42       A written request must be submitted to the superintendent or designee and will only be granted for  
43       extreme emergencies or a once-in-a-lifetime event.

44  
45       **Section 10.17. Workers' Compensation.**

46       Employees are eligible for Workers' Compensation benefits as specified by Washington State Law.

1 **Section 10.18.**

2 Transportation employees' use of leave days shall be deducted from the employees' leave eligibility in  
3 relation to the length of their shift.  
4  
5  
6

7 **ARTICLE XI**

8  
9 **PROBATION, DISCHARGE, SENIORITY AND LAY-OFF PROCEDURES**  
10

11 **Section 11.1.**

12 The seniority of a regular employee within the transportation driver work classification shall be  
13 established as of the date and time of day of initial regular route assignment (hereinafter "hire date")  
14 unless such seniority shall be lost as hereinafter provided.  
15

16 **Section 11.2.**

17 Each new hire shall remain on probationary status for a period of sixty (60) workdays following the  
18 hire date. During this probationary period, the District may discharge such an employee at its sole  
19 discretion.  
20

21 **Section 11.3.**

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

- 23 a. Resignation
  - 24 b. Discharge for a sufficient cause
  - 25 c. Retirement
  - 26 d. Job abandonment.
- 27

28 **Section 11.4.**

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

- 30 a. Time lost by reason of industrial accident or industrial illness attributed to District  
31 employment, or jury duty.
  - 32 b. Time on leave of absence granted for the purpose of serving in the Armed Forces of the  
33 United States.
  - 34 c. Time spent on authorized leave.
- 35

36 **Section 11.5. Discharge.**

37  
38 **Section 11.5.1.**

39 This District reserves the right to discipline or discharge an employee.  
40

41 **Section 11.5.2.**

42 Should the District decide to discharge an employee because of job elimination or reduction, the  
43 employee shall be entitled to ten (10) working days prior notification.  
44

45 **Section 11.5.3.**

46 Seniority rights shall only be effective within the transportation driver job classification.  
47

1 **Section 11.6.**

2 Within the bargaining unit, employees with the earliest hire date shall have first consideration  
3 regarding assignment to new or open jobs or positions, and retention in layoffs, provided, however, the  
4 District may bypass when job skill/training of a junior employee is greater than that of any senior  
5 employee(s). If the District determines that seniority rights should not govern, the District shall inform  
6 any senior employee(s) of its reasons why any senior employee(s) have been bypassed.  
7

8 **Section 11.7.**

9 The District shall publicize within the District for five (5) working days the availability of an open  
10 transportation position as soon as possible after the District is apprised of the opening and has  
11 determined to staff the position(s).  
12

13 If a bargaining unit employee is awarded the position, the employee will be moved to the position  
14 within five (5) working days of being awarded the position.  
15

16 **Section 11.7.1.**

17 Current regular employees shall have the opportunity to apply for open transportation driver  
18 positions prior to the district's consideration of applicants outside of current district  
19 employment.  
20

21 **Section 11.7.2.**

22 Employment preference for open positions within the district shall first be granted to employees  
23 within the bargaining unit where the open position exists. Regular transportation driver  
24 applicants for positions posted outside the district will be given consideration prior to review of  
25 other non-district-employed applicants.  
26

27 **Section 11.7.3.**

28 Upon mutual agreement between the District and the Association a special bid meeting may be  
29 held to fill an open transportation driver position and any transportation driver positions that  
30 may come open as a result of the special bid. The meeting information will be posted at least  
31 five (5) working days in advance and all bargaining unit employees will be notified. Any  
32 bargaining unit employee interested in filling the open position or positions that may come  
33 open as a result of the special bid must attend the meeting. Should a position remain unfilled by  
34 a bargaining unit employee at the end of the special bid meeting, the position may then be  
35 posted outside the bargaining unit.  
36

37 **Section 11.8.**

38 In the event of layoff, the employees so affected are to be placed on a re-employment list maintained  
39 by the District according to layoff ranking. Such employees are to have priority in filling an opening in  
40 the classifications held immediately prior to layoff. Employee names shall remain on the re-  
41 employment list for one (1) year.  
42

43 **Section 11.9.**

44 Employees on layoff status shall file their addresses in writing with the personnel office of the District  
45 and shall thereafter promptly advise the District in writing of any change of address.  
46

**Section 11.10.**

An employee shall forfeit rights of re-employment and re-employment list standing if the employee does not respond in writing to the offer of re-employment within ten (10) calendar days of receipt of the offer.

**Section 11.11.**

An employee on layoff status who rejects an offer of re-employment forfeits seniority and all other accrued benefits, provided that such employee was offered a position substantially equal to that held prior to layoff.

**Section 11.12.**

Employee benefits and seniority do not continue to accrue during layoff status.

**ARTICLE XII**

**DISCIPLINE AND DISCHARGE**

**Section 12.1.**

No employee shall be disciplined or discharged without cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing except for first infractions, wherein, the action shall be oral.

**Section 12.2.**

The District recognizes the principle of progressive discipline and agrees to follow such principle in the following manner in common disciplinary actions. Circumstances involving extraordinary actions, such as those which present a clear and present danger to students and/or staff, may be exempted from the normal progression at the District's discretion. The following sequence of sanctions will be followed for similar type infractions:

First Infraction	-	Oral Warning
Second Infraction	-	Written Warning
Third Infraction	-	Suspension without pay for up to three (3) days
Fourth Infraction	-	Discharge

**Section 12.3.**

An employee shall be entitled to have present a representative of the Association during any meeting which might reasonably be expected to lead to disciplinary action and/or at any meeting in which discipline is imposed. The District, acting through a supervisor, shall advise an employee in a timely manner when there is knowledge that disciplinary action will or may take place. When a request for such representation is made, no meeting shall continue, nor shall any action be taken with respect to the employee, until such a representative of the Association has reasonable opportunity to be present. In no event, however, shall the meeting be delayed more than three (3) workdays to accommodate such representation.



1 **Section 12.4.**

2 No disciplinary action more than one (1) year old shall be applied toward future disciplinary actions  
3 unless the same or similar offense is committed during the three (3) year period immediately  
4 succeeding the initial offense.  
5

6 **Section 12.5.**

7 Any complaint or allegation not called to the attention of the employee within fifteen (15) days of  
8 receipt or composition may not be used as the basis for any disciplinary action against the employee.  
9

10 **Section 12.6.**

11 Discharge of a regular employee for cause (failure to comply with laws, rules, regulations, and/or work  
12 requirements) may be immediate without the ten (10) working days prior notification.  
13  
14

15  
16 **ARTICLE XIII**

17  
18 **INSURANCE AND RETIREMENT**  
19

20 **Section 13.1.**

21 The parties agree that the School Employee Benefit Board (SEBB) will be responsible for the  
22 administration of the health benefits as it pertains to employees covered under this agreement. The  
23 Employer will comply with State Law regarding the implementation of SEBB.  
24

25 **Section 13.2.**

26 The District shall provide tort liability coverage for all employees comparable to existing District  
27 insurance coverage. Intentional torts shall not be covered.  
28

29 **Section 13.3.**

30 The District shall make required contributions to the ESD 113 Workers' Compensation Trust on behalf  
31 of all employees subject to this Agreement.  
32

33 **Section 13.4. Retirement.**

34  
35 **Section 13.4.1.**

36 All employees will be enrolled in the School Employees Retirement Plan consistent with RCW  
37 41.35.  
38

39 **Section 13.4.2.**

40 In determining whether an employee subject to this Agreement is eligible for participation in  
41 the Washington State Public Employees Retirement System, the District shall report all hours  
42 worked, whether straight-time, overtime, or otherwise.  
43

44 **Section 13.5.**

45 All employees shall be entitled to participate in a tax-sheltered annuity plan permitted by the District.  
46 On receipt of written authorization from a minimum of five (5) employees district-wide, the District  
47 shall make the requisite withholding adjustments and deductions from the employee's pay.  
48



**ARTICLE XIV**  
**GRIEVANCE PROCEDURE**

**Section 14.1.**

Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the terms and condition of this agreement, shall be resolved in strict compliance with this article.

**Section 14.2. Grievance Steps.**

**Section 14.2.1. Step 1.**

Employees shall first discuss the grievance with their immediate supervisor. If employees wish, they may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within ten (10) working days of the occurrence of the grievance shall be invalid and subject to no further processing. The immediate supervisor shall respond to the grievance within fifteen (15) working days.

**Section 14.2.2. Step 2.**

If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall, within fifteen (15) working days of the immediate supervisor's response referred to in the preceding subsection, reduce to writing a statement of the grievance containing the following:

- a. The facts on which the grievance is based.
- b. A specific reference to the provisions [i.e., article(s) and section(s)] in this contract which have been allegedly violated.
- c. The remedy sought.

The employee shall submit the written statement of grievance to the immediate supervisor for reconsideration and shall submit a copy to the official in the administration responsible for personnel. The parties will have fifteen (15) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

**Section 14.2.3. Step 3.**

If no settlement has been reached within the fifteen (15) working days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) working days to the District superintendent or superintendent's designee. After such submission, the parties will have fifteen (15) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

**Section 14.2.4. Step 4.**

If no settlement has been reached within the fifteen (15) working days referred to in the preceding subsection, and the Association believes the grievance to be valid, the employee may,

1 within fifteen (15) working days of the superintendent/designee response referred to in the  
2 preceding subsection, request the grievance be referred to the District Board of Directors.

3  
4 **Section 14.2.5. Step 5.**

5 The District Board of Directors shall render a decision regarding disposition of the grievance  
6 within thirty (30) working days following appeal to the Board of Directors. The Board of  
7 Directors reserves the right to summon the employee for an oral statement of the grievance.  
8 The employee reserves the right to appear before the Board of Directors to explain the  
9 grievance. At any appearance before the Board of Directors, the employee may be accompanied  
10 by an Association representative or designee.

11  
12 **Section 14.2.6. Step 6.**

13 If no settlement has been reached within the thirty (30) working days referred to in the  
14 preceding subsection, and the Association believes the grievance to be valid, the employee may  
15 demand arbitration of the grievance. Any dispute, claim or grievance arising out of or relating  
16 to the interpretation of the application of this agreement shall then be submitted to arbitration  
17 under the Voluntary Labor Arbitration Rules of the American Arbitration Association. If  
18 mutually agreed, the parties may submit to arbitration under the Expedited Labor Arbitration  
19 Rules of the American Arbitration Association. The parties further agree to accept the  
20 arbitrator's award as final and binding upon them.

21  
22 In the event of arbitration, each party shall be responsible for costs incurred for their respective  
23 arbitration activities and expenses. The costs for services of the arbitrator including per diem  
24 expenses, travel and substitute expenses and the cost of any hearing room shall be split equally  
25 between both parties.

26  
27 **Section 14.3.**

28 The employer shall not discriminate against any individual employee or the Association for taking  
29 action under this article.

30  
31 **Section 14.4.**

32 Time limits set forth above can be amended by mutual written agreement.

33  
34  
35  
36 **ARTICLE XV**

37  
38 **TIMECARDS**

39  
40 **Section 15.1.**

41 Every employee shall complete a monthly timecard, that will be furnished by the District, and return it  
42 to the employee's immediate supervisor. This card must contain the exact hours worked each day, be  
43 signed by the supervisor, and returned to the Payroll Office as specified by that office.

44  
45 **Section 15.2.**

46 Timecards will be used for the computation of extra pay, for record-keeping of hours worked, days  
47 worked, overtime, all leave days, and unpaid days.

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## ARTICLE XVI

### TRANSFER OF PREVIOUS EXPERIENCE

#### **Section 16.1.**

Any new hire who has previously been employed by a school district to perform work similar to that in which the employee is presently hired may be given experience credits in the District consistent with RCW 28A.400.300.

#### **Section 16.2.**

Private sector new hires may be permitted up to one (1) year credit for each full year of prior work experience to a maximum of two (2) years' experience credit in the District unless otherwise determined by the personnel manager at the time of hire.

#### **Section 16.3.**

Private sector experience credit so transferred shall be applicable to Schedule A only.

## ARTICLE XVII

### HOURLY WAGE AND EMPLOYEE COMPENSATION

#### **Section 17.1.**

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked.

#### **Section 17.2.**

Hourly wages for employees are included on Schedule A herein attached.

For 2023-24 hourly wages are increased by eight percent (8%).

For 2024-25 hourly wages will be increased by four percent (4%) or the percent equal to the State funded IPD whichever percent is greater.

For 2025-26 hourly wages will be increased by four percent (4%) or the percent equal to the State funded IPD whichever percent is greater.

For 2026-27 hourly wages will be increased by four percent (4%) or the percent equal to the State funded IPD whichever percent is greater.

#### **Section 17.3.**

Retroactive pay, where applicable, shall be paid no later than the second regular payday after it is determined to be due.

1 **Section 17.4.**

2 Incremental steps, where applicable, shall take effect on September 1 of each year provided the  
3 employee has been actively working for and continuously employed with the District for at least 90  
4 work days in the previous employment year.

5  
6 **Section 17.5.**

7 For the purposes of calculating pay, transportation employees' actual minutes of assigned and worked  
8 time shall be recorded daily, totaled, and rounded up to the nearest fifteen (15) minutes.

9  
10 **Section 17.6.**

11 Any employee required to travel in a private vehicle on District-approved business shall be reimbursed  
12 for such travel on a per-mile basis at the IRS rate per mile.

13  
14 **Section 17.7.**

15 Transportation drivers are required to have a physical examination once every two (2) years, per  
16 Department of Transportation requirements, to drive and will be granted up to one hundred fifty dollars  
17 (\$150.00) by the District for the cost of this examination.

18  
19 The cost of any additional physical examinations required by the District will be paid or reimbursed by  
20 the District.

21  
22 Transportation Drivers shall be reimbursed for the cost of a commercial license with required  
23 endorsements.

24  
25 **Section 17.8.**

26 The District agrees to pay the cost for regular employees' flu shots one (1) time per school year. Shots  
27 must be acquired during regular employees' non-work hours.

28  
29 **Section 17.9.**

30 At such times that drivers are scheduled for supplemental trips or are required to attend mandated  
31 Transportation meetings, during the employees' regular work year, the time between their route and  
32 the supplemental trip and/or meeting will be paid as time worked. The time paid going from a route to  
33 a supplemental trip will be paid at the driver's regular hourly rate. The time paid going from a route to  
34 a meeting will be paid at the lower non-driving hourly rate.

35  
36 **Section 17.10.**

37 Supplemental trip pay will be at the Schedule A rate of pay per hour. This pay is straight time and  
38 covers stand-by time.

39  
40 **Section 17.11.**

41 All daily substitute work will be offered to the Transportation drivers who have a.m. or p.m. routes  
42 only, not previously scheduled and have no current scheduled route time conflicts or other conflicting  
43 district employment, before offering work to substitutes. Extra work including time worked in other  
44 district positions shall not cause drivers to go into overtime status. Efforts will be made not to fragment  
45 a.m./p.m. routes when making these assignments.

1 **Section 17.12.**

2 The transportation supervisor shall establish routes/driving times that are sufficient to fulfill assigned  
3 driver tasks and Transportation Program operation needs.  
4

5 **Section 17.13.**

6 In the event an employee loses or gains more than one-half (1/2) hour within the first month of a  
7 school year due to route changes, etc., and the loss/gain in time is consistently greater than one-half  
8 (1/2) hour for ten (10) consecutive days, the employee will have the opportunity to request a route  
9 change with an employee of less seniority providing both employees are deemed qualified by the  
10 supervisor for the change.  
11

12 **Section 17.14.**

13 The supervisor has the right to deny a request for route change providing the supervisor feels it is in  
14 the best interest of the transportation program to deny the request.  
15

16 **Section 17.15.**

17 All to and from midday routes shall be allowed one (1) hour minimum for wage and hour purposes.  
18 After the one (1) hour minimum, all to and from midday routes shall be rounded up to fifteen (15)  
19 minutes for wage and hour purposes.  
20

21 **Section 17.16.**

22 Employees shall receive paychecks over a twelve (12) month period. Monthly pay shall be calculated  
23 at a fixed rate based on the daily combined shift time(s) established for the employee at the beginning  
24 of each school year. The fixed rate will change only at such time that a permanent shift change is  
25 initiated by the Transportation Supervisor.  
26

27 **Section 17.17.**

28 Rules/regulations and processes for bus routes and supplemental trips. See Appendix A.  
29

30 **Section 17.18. Wellness.**

31 The District will pay one-half (1/2) of the employee's individual monthly membership fee for  
32 Thorbecke's provided the employee's half portion is paid through payroll deduction.  
33

34 **Section 17.19. Overtime Limit.**

35 The District will pay up to fifteen (15) hours of overtime for duties within job descriptions covered by  
36 this Agreement, provided that such overtime is approved in advance by the Director of Transportation.  
37  
38  
39

40 **ARTICLE XVIII**

41 **EVALUATION**

42 **Section 18.1.**

43 Evaluations shall be made at least once annually, at least ten (10) working days prior to the end of the  
44 employee's work year and shall be signed by the appropriate administrator. Additional reports and  
45 observations used in the evaluation, other than by the appropriate administrator, shall be identified as  
46 to their source on the evaluation form.  
47  
48

1 **Section 18.2.**

2 Evaluations shall be written in a satisfactory/unsatisfactory checklist format with adequate space  
3 provided for supervisor comments. The evaluation will provide specific suggestions and measures  
4 which the employee must take to improve his/her performance in each of the areas wherein  
5 unsatisfactory performance has been indicated. See Exhibit 2, Employee Evaluation Report -  
6 Transportation Driver.

7  
8 **Section 18.3.**

9 An employee shall be given two signed copies of his/her evaluation by the evaluating supervisor. One  
10 will be retained by the employee, and the other copy is to be returned to the District supervisor. The  
11 employee shall sign the District's copy of the evaluation to indicate that he or she has received a copy  
12 of the report. The signature of the employee does not necessarily imply that the employee agrees with  
13 the contents of the evaluation. In case of disagreement, the employee will have the right to attach a  
14 written rebuttal to the evaluation form. No evaluation shall be submitted to the District office, placed in  
15 the employee's file or otherwise acted upon without prior copies being presented to the employee. The  
16 employee may request a conference with the supervisor for clarification or discussion of issues with  
17 which the employee has concerns.

18  
19 **Section 18.4. Corrective Action and Probation.**

20  
21 **Section 18.4.1.**

22 Should Unsatisfactory job performance(s) require immediate attention, the employee shall be  
23 given a written warning citing the reasons for immediate improvement and the corrective action  
24 which must be taken by the employee. The employee will be given a timetable to correct the  
25 unsatisfactory performance(s). The employee shall be required to sign a copy of the memo  
26 acknowledging receipt, not necessarily agreement with its content. A copy of the signed memo  
27 will be provided to the Association by the District.

28  
29 **Section 18.4.2.**

30 If an employee fails to correct the deficiencies within the timetable period, a formal probation  
31 will be enacted. In a meeting with the employee's supervisor, the employee will be given the  
32 specific required improvements along with strategies and resources to bring about the  
33 improvements, in writing. Both the supervisor and the employee will sign the plan of  
34 improvement. The probationary period shall be twenty (20) working days unless the District  
35 and the Association agree to a greater or a lesser time period. The employee shall be evaluated  
36 at least once in writing during the probationary period and the supervisor shall meet with the  
37 employee to discuss the evaluation within two days of such evaluation. The employee will also  
38 be evaluated at the end of the probationary period in the same manner. The District will  
39 determine whether the employee has satisfied the requirements of the plan of improvement.  
40 Failure to satisfy these requirements may result in sanctions up to and including termination.

41  
42 **Section 18.4.3.**

43 The initiation of a formal probation is not subject to the grievance process unless the employee  
44 is alleging a process violation of Sections 11.7.1. and 11.7.2. The probation process, however,  
45 may not be interrupted nor delayed by a grievance action.

1       **Section 18.4.4.**

2       The employee shall be entitled to Association representation at any meeting conducted as a  
3       result of the implementation of Section 11.7.2. In addition to the initial evaluation and the final  
4       formal probation evaluation, all associated documents shall be filed in the employee official  
5       personnel file.

6  
7       **Section 18.5.**

8       Evaluations and supportive information necessary for record keeping will remain in the official  
9       personnel file of an employee at the District Office.

10  
11  
12  
13                   **A R T I C L E   X I X**

14  
15                   **N O   S T R I K E   P R O V I S I O N**

16  
17       **Section 19.1.**

18       The District and the Association agree that the public interest requires efficient and uninterrupted  
19       performance of the educational process and to this end pledge their best efforts to avoid or eliminate  
20       any conduct contrary to this objective. The District and the Association recognize that the cessation or  
21       interruption of professional services by employees is in violation of this Agreement. The District and  
22       Association agree that all differences between them shall be resolved by the orderly procedures  
23       provided herein, without any form of interruption of the total school program.

24  
25       **Section 19.2.**

26       No employee shall willfully absent himself/herself from his/her position or abstain in whole or in part  
27       from the proper performance of his/her duties of employment.

28  
29       **Section 19.3.**

30       The Association agrees not to strike. The Association agrees it shall not request, recognize or engage in  
31       any sanction activities against the District.

32  
33       **Section 19.4.**

34       The Association agrees the District has the right to discipline any employee for his/her violation of the  
35       no strike provision in Section 19.3.

36  
37  
38                   **A R T I C L E   X X**

39  
40                   **T E R M   A N D   S E P A R A B I L I T Y   O F   P R O V I S I O N S**

41  
42       **Section 20.1.**

43       The term of this Agreement shall be September 1, 2023 through August 31, 2027. The District agrees  
44       to pay increments during the term of the Agreement.

45  
46       **Section 20.2.**

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



**Section 20.3.**

This Agreement may be reopened and modified at any time during its term upon mutual written consent of the parties.

**Section 20.4.**

If any provision of this Agreement or the application of any such provision is held invalid, through or by state or federal statutes or regulations, the remainder of this Agreement shall not be affected thereby.

**Section 20.5.**

Neither party shall be compelled to comply with any provision of this Agreement which conflicts with state or federal statutes or regulations promulgated pursuant thereto.

**Section 20.6.**

In the event either of the two (2) previous sections is determined to apply to any economic provision of this Agreement, such provision shall be renegotiated pursuant to Section 17.3.

**Section 20.7.**

No later than March 1, 2027, both parties agree to establish a schedule to begin collective bargaining on a successor Agreement.

In the event collective bargaining on a successor Agreement has not been completed prior to the expiration date of this Agreement, the provisions of this Agreement shall be in effect until a successor Agreement has been ratified by both parties of this Agreement or up to a period of twelve (12) months from the expiration date.

**Section 20.8.**

If the District receives notice of wage and/or benefits non-compliance from either SPI or the state auditor, the parties will meet within ten (10) calendar days to negotiate any adjustments necessary for compliance.

**SIGNATURE PAGE**

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948

CHEHALIS TRANSPORTATION

BY:   
Patrice Mahnesmith, Chapter President

DATE: 11/28/23

CHEHALIS SCHOOL DISTRICT #302

BY:   
Dr. Christine Moloney, Superintendent

DATE: 11-28-23



Chehalis School District  
Transportation Schedule A  
September 1, 2023 – August 31, 2024

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	Add to Step 6 at Ending of				
							YEAR 10 3%	YEAR 15 4%	YEAR 20 5%	YEAR 25 6%	YEAR 30 7%
TRANSPORTATION DRIVER	\$ 24.69	\$ 25.41	\$ 26.13	\$ 26.97	\$ 27.80	\$ 28.68	\$ 29.54	\$ 29.83	\$ 30.11	\$ 30.40	\$ 30.69
BUS MONITOR	\$ 18.40	\$ 18.94	\$ 19.46	\$ 20.10	\$ 20.71	\$ 21.33	\$ 21.97	\$ 22.18	\$ 22.40	\$ 22.61	\$ 22.82
TAXI/VAN DRIVER (NON CDL)	\$ 19.41	\$ 19.98	\$ 20.58	\$ 21.20	\$ 21.84	\$ 22.50	\$ 23.18	\$ 23.40	\$ 23.63	\$ 23.85	\$ 24.08
CASUAL SUPPLEMENTAL TRIP DRIVER	\$ 21.10										
FUELER	\$ 21.10										

Notes:

Substitutes are non-bargaining unit members and will be paid at step 1 "Transportation Driver" rate.

Supplemental trips are not state funded to and from home/school trips.

All non-driving duties will be paid at the "Casual Supplemental Trip Driver" rate.

## APPENDIX A

### **PURPOSE:**

To clearly define the Rules / Regulations / Use / Definition and Process regarding school bus routes & supplemental trips.

### **DEFINITION OF TERMS:**

Transportation drivers are assigned to regular routes to and from schools, special education routes, and supplemental trips.

Special Education Drivers are hired by Chehalis School District for the primary purpose to transport students to and from school. Special training requirements are required for transporting special needs students.

Drivers interested in taking supplemental trips may take two (2) conflicting supplemental trips per week and any other non-conflicting supplemental trips according to the rotating roster board; providing a driver doesn't exceed DOT Regulations otherwise stated.

### **Types of Routes / Trips:**

#### **Regular Route:**

A designated course regularly traveled by a school bus designed to transport students to or from their homes, school, or designated bus stops.

#### **Bus Run:**

A complete trip on a route. (To illustrate the difference between a run and a route: it is possible to have multiple runs on the same route, i.e., one high school, one middle school and one elementary run.)

#### **Pre-School Route:**

A Regular Daily Route that occurs between the a.m. and p.m. regular routes. Primarily, are those regular daily routes that pick up and/or deliver Pre-School students and regular school program activities. Pre-School routes are posted annually for bid prior to start of calendar school year and selections are made according to seniority, experience, and qualifications. Driver must be present at the fall annual in-service meeting to bid or receive a Pre-School route.

#### **Supplemental Trip:**

Trips that transport students to any event sanctioned for pupil attendance or authorized by the school district other than for the purpose of regular to and from school transportation.

Supplemental Trips that occur, that either immediately precede or follows regular run times, may be assigned to the route best suited to the activity involved based on time and location, provided however, that when the activity could best be served by two (2) or more routes, seniority would prevail.

Supplemental Trips of more than one (1) day duration, not immediately preceding nor following regular run times, will be posted as a unit for that specific activity.

**Supplemental Trip (Non-Conflicting):**

Supplemental Trips that do not conflict with the regular to and from routes. A trip is considered non-conflicting when it does not interfere with any of the regular a.m. / p.m. routes.

**Supplemental Trip (Conflicting with Regular Routes):**

Supplemental Trips that conflict with Regular Route schedules. A Supplemental Trip is considered conflicting if it is dispatched out during the regular routes; of which occur from the earliest a regular route is dispatched to the latest regular route returning to the transportation center. Conflicting route times may vary year to year as routes change. (i.e. daily route times, 1st route checked in A.M. and last route in P.M.)

**Supplemental Trip (Conflicting with Midday Routes):**

Supplemental Trips that conflict with one's Midday Route schedule. A Supplemental Trip is considered conflicting if it is dispatched out during an individual's midday route.

**SUPPLEMENTAL TRIP REPORTING:**

**Supplemental Trip Logs:**

Each driver assigned to a trip will be given a trip log at or before the date of the trip. If for some reason a driver did not receive a trip log, they are then required to use a standard yellow daily log. The trip log has information regarding the date and time of trip, vehicle #, pickup location and destination. If after receiving the trip log, any information had been changed, the driver is to appropriately correct the information as needed on the trip log.

The driver is required to accurately fill out the areas designated for miles and hours and return immediately after the assigned trip. Prior to leaving on the supplemental trip, the driver is required to log the beginning mileage and check in time in the appropriate area. Driver will then need to note the time arriving at the pickup location, leaving the pickup location, arrival at destination, departure from destination, return at pickup location, departure from pickup location and final check out time. In the event a trip exceeds fifteen (15) hours, the driver is to log additional hours as "Rest Time" and acquire the necessary time to rest / sleep and prepare for trip home. Upon completion of trip, driver must record the ending mileage, and total the overall miles and hours taken for the trip. The driver is also asked to note any irregularities occurring on trip and problems that may have occurred at the bottom or back side of trip log.

**Supplemental Trip Maps:**

In most cases, the transportation office has maps of most regularly assigned destinations. It is recommended that when taking a supplemental trip, the driver makes a copy and/or reviews the route best suited for the trip. Drivers are to verify with the coach or chaperone prior to leaving on any trip, the specific destination, location, and any possible alterations that may be needed in traveling to and from the activity.

**Supplemental Trip Rules:**

A specific set of rules regarding appropriate behavior while on a supplemental trip. The trip driver is required to present each coach or chaperone a copy of the rules, and if necessary, review with them and their students the expectations prior to the supplemental trip.

**Keys Checked Out:**

Prior to leaving on a supplemental trip, the driver is required to check out from the office, a gate/building keys and Mutual Aide Booklet. Keys are to be returned no later than the following morning. Depending on the destination, a credit card, extra garbage bags; etc. also should be checked out and taken if necessary.

**Supplemental Bid Board Process & Procedures:**

**Purpose:**

A supplemental board that clearly displays the placement of drivers in relationship to trips taken. The board is sectioned off into columns noting:

[Driver by Seniority] - [Conflicting Trip] - [Last Trip] - [Mid-Week Trip] - [Weekend Trip]

**Possible Exclusions:**

In the event of safety concerns, personnel limitations, or scheduling conflicts, it will be the discretion of the supervisor / designee to assign supplemental trips that best meet the needs of the school district and their students.

**Postings / Assignments of Supplemental Trips**

Supplemental trips shall be posted for driver consideration in a reasonable time prior to bidding. Posted bid week is Monday through Sunday.

**Weekly Bid:**

Postings shall include date of trip, time of departure, origin / destination, and type of activity for the next calendar work week; (Monday through Sunday). Eligible drivers who are interested in selecting supplemental trips must meet with the supervisor / designee at (8:30 on Thursday for Chehalis), or last working day of the week, or forfeit their choice of selection for that week's posted trips. Drivers must have worked their last designated work assignment to participate in the weekly bid. Drivers unable to attend the weekly bid due to other transportation work assignments or route schedules (i.e., a P.M. only route), may leave in order of preference, selected choices in writing with the transportation office. If written choices are selected by other drivers, assignments may be made by the supervisor upon a driver's request. The weekly bid rotation will begin after the last assigned driver from the previous weekly bid.

**Mid-Week Bids:**

Supplemental Trips that become available after the weekly bid times will be made available to all eligible drivers on a separate column of the rotating bid board. These trips will be made available on a rotational basis following the last driver assigned to the last mid-week trip. This rotation is in and by itself and is separate from the weekly bid rotation. Drivers may select or refuse these trips and the rotational placement will be adjusted on the mid-week bid Board. Trips that become available after Thursday P.M., but taking place after next weekly bid, should be on next the Thursday's bid, not mid-week bid board.

For all cancelled trips, with less than two hours' notice, the driver shall be compensated for two (2) hours' pay and should not be removed for his/her place on the list.

**Weekend Bids:**

Supplemental Trips that are scheduled to include Saturday and/or Sunday will be made available to all regular eligible drivers on a separate column on the rotating bid board. Drivers may select or refuse these trips and the rotational placement will be adjusted on the (Weekend) rotating bid board.

**Supplemental Trip Assignments:**

Once a driver has accepted a supplemental trip assignment, it is his/her responsibility to perform it. Drivers must notify the assistant supervisor / designee as soon as possible if for any reason they are not able to fulfill their trip assignment. An un-excused absence will result in the driver losing their spot on the rotating bid board for a period of fifteen (15) working days. (Excused absence is only those that are authorized for illness / emergencies).

**Supplemental Trip Eligibility:**

An authorized transportation driver is eligible to take supplemental trips providing that the driver meets the following criteria:

- a. Does not exceed more than one (1) conflicting supplemental trip per week involving all or part of a driver's daily work assignment.
- b. All transportation drivers are required to follow all applicable Department of Transportation (DOT) regulations, excluding DOT regulations regarding limitation of driving hours of service providing the following procedures are met.
- c. Supplemental trips which are scheduled to exceed DOT hours of service will be posted with an itinerary. Within the itinerary, there will be designated off duty hours noted as (Rest Time) with pay relieving the driver of all job-related responsibilities to allow for appropriate rest / sleep. Hours of service is limited to ten (10) hours driving and/or fifteen (15) hours of total on duty time. Off duty (Rest Time) must be recorded on trip log and will be paid at the same supplemental trip rate but must be used for the sole purpose of (Rest / Sleep).

Supplemental trips which do not conflict with regular routes will be made available to eligible drivers on a rotational basis. Eligible drivers who are interested in supplemental trips are limited to two (2) supplemental trips per week which conflict with an individual's route(s). Supplemental Trip(s) that become available after 8:30 am on Thursday in Chehalis, or last working day of the week, will follow the mid-week bidding procedures for these trips.

The Transportation Supervisor / designee, if the need arises, may assign supplemental trips to available drivers in an emergency situation. If this occurs, there will be no effect on driver's placement on the supplemental bid board.

**Altered Trips:**

Supplemental Trips that are changed in length or starting times through no fault of the cooperative are considered luck of the draw and no compensatory trips or supplemental time will be given.

**Reschedules:**

If a supplemental trip has been rescheduled for the same calendar week, and within (24) hours from the time of cancellation, the trip will be given to the same driver if that driver has already bid a trip which would conflict with the newly rescheduled trip, said driver will get the next like trip. In the event a like trip meets the criteria for rescheduling, the driver must take said trip or forfeit rights to rescheduled said trip.

If a supplemental trip has not been rescheduled during a (24) hour time period, the driver losing the trip will be given the opportunity to take the next like trip. If the driver is unable to take the next like trip, the trip would then become available to the next eligible driver on the appropriate bid board. If there is no next like trip the driver will not be given any additional trip.

**Cancellations:**

Due to the changing weather conditions experienced during many sport activities, drivers assigned to trips that are susceptible to rain outs are encouraged to call prior to leaving for work. The Transportation Department will make every effort to notify the assigned driver of a cancellation or postponement, providing the office has a number that the driver can be reached. Compensation will not be given if the driver was unable to be reasonably reached in time.

If a trip is canceled after the driver has reported in for the assigned trip, the driver will be scheduled to perform their regular route. If the driver's regularly scheduled route has already begun, the driver may record two (2) hours on the appropriate daily log forms noting time and activity canceled. If the two (2) hours are taken, the Supervisor / Asst. Supervisor may require the driver to work during this time. The driver will also be given the opportunity to take the next like trip. (Same process as Rescheduled Trips)

**Like Trip:**

A Like Trip meets the following criteria:

1. The trip is not more than thirty (30) minutes longer than the trip lost to the driver due to circumstances beyond the driver's control.
2. A weekday trip, if the original trip was on a weekday, or a weekend trip, if the original trip was on a weekend.
3. The trip is not limited to the same sport or student function.

Should a driver lose a supplemental trip and has two (2) conflicting trips in one (1) week, the driver retains the right to a Like Trip in the immediately following work week. See Definition of Terms related to conflicting supplemental trips.

In the event a supplemental trip is lost in the last few weeks of the school year and a Like Trip does not become available prior to the end of the school year, the driver's right to the next Like Trip will not carry over into the next school year.

**Supplemental Trip Pay:**

**Pay:**

There is a one (1) hour minimum for all supplemental trips when trip is not preceding and/or following regular route times. All supplemental trips will be paid at the supplemental trip rate of pay.

1  
2 **Overtime:**

3 Bidding into known classification-wide overtime will be allowed to a maximum of fifteen (15)  
4 hours per week, provided that such overtime is approved in advance by the Director of  
5 Transportation. Additional overtime will be prohibited unless circumstances dictate such an  
6 allowance. The driver will be paid at the standard overtime rate of one and one half (1½) times  
7 their regular pay for all hours worked over forty (40) hours per week.  
8

9 **Overnight Trips:**

10 Overnight trips are paid at a rate of eight (8) hours per/day when the trip involves an overnight  
11 stay. If a trip leaves during a workday, the trip will be paid for actual time on duty. If a driver  
12 is required to be on duty for more than eight (8) hours, he/she will need to have verification and  
13 signed by coach/chaperone to receive payment in addition to the standard eight (8) hours.  
14

15 **Lunch:**

16 Recognizing that Transportation Drivers in the Transportation classification presents special  
17 shift problems, scheduled lunch periods may vary or not apply on regular routes. When on a  
18 regularly assigned supplemental trip, pay is given from start to finish. When appropriate, the  
19 driver has the option to go eat, etc. for up to one (1) hour, away from the activity,  
20 understanding that the driver is on his/her own time without pay. Unless authorized, the use of  
21 a school district vehicle is prohibited. Notification by the driver must be given to the coach or  
22 chaperone as to the approximate time and destination. Excess of one (1) hour must have prior  
23 authorization of the Transportation Supervisor / Assn. If a particular trip is taken that does not  
24 include lunch, but time is allowed to take lunch, thirty (30) minutes of non-pay will be given.  
25 Employees required to work through their regular lunch periods will be given an opportunity to  
26 eat at a time agreed upon by the employee and supervisor.  
27

28 **Food/Lodging:**

29 While on a supplemental trip during a meal period, meals shall be paid a per diem in  
30 accordance with district policy and procedure. When lodging is requested by the Transportation  
31 Department on an overnight trip it will be made in accordance with the drivers' needs to  
32 receive a complete eight (8) hours rest.  
33

34 **Family / Friends On Supplemental Trips:**

35 Drivers may not take family members or friends at any time on any supplemental trips, unless  
36 the family member(s) or friend(s) are part of the group being transported.  
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## SUPPLEMENTAL TRIPS DRIVER RESPONSIBILITIES

1. Perform a complete pre-trip immediately after required check in time, so as to be at the given school on time.
2. Before departure:
  - A. Obtain a driver log form, being sure to follow the exact times of departures and accurately filling out the necessary information.
  - B. Know directions to your destination. Obtain a map if necessary.
  - C. Be sure to have in your possession a cellular phone if available, mutual aid booklet, trip rules, garbage bags, hammer and keys for the gate and office.
3. Be courteous and friendly to coaches and chaperones. Explain prior to the trip your expectations of them and their students. Give them a copy of the bus rules for supplemental trips. Allow the coach or chaperone to deal with any student problem that may exist. If the problem is not resolved, then the problem is to be taken care of by the bus Transportation driver. Notification should be given to the Transportation Director/Assistant Director as to any problem dealing with the trip. Re: dirty bus, student problems etc.
4. It is the responsibility of the driver to ensure that the bus is secured and supervised during the activity. A routine check every 1/2 to 1 hour shall be performed, unless prior authorization from the Transportation Director/Asst Director is obtained. Due to previous problems at certain schools, the driver may be required to stay with the bus during that activity. If bus cannot be secured, driver cannot be held responsible.
5. The driver has the option to go to eat, etc. for up to one (1) hour, understanding that the driver is on his/her own time without pay. Notification must be given to the coach or chaperone as to the approximate time and destination. Excess of one (1) hour must have prior authorization of the Transportation Director or Assistant Director.
6. Unless prior authorization by the Transportation Director/Asst Director, the bus or vehicle may only be used for that given activity.
7. If clean up after a given trip requires more than fifteen (15) minutes, notification must be given to the Transportation Director/Asst. Director as to the bus condition and justification for extended time.



CHEHALIS PUPIL TRANSPORTATION COOPERATIVE  
EMPLOYEE EVALUATION REPORT  
SCHOOL BUS DRIVER

Name: \_\_\_\_\_  
Probationary Appraisal: \_\_\_\_\_

Date: \_\_\_\_\_  
Annual Appraisal: \_\_\_\_\_

**SCALE VALUE**

(S) FULLY MEETS JOB REQUIREMENTS      (U) DOES NOT MEET JOB REQUIREMENTS

**TECHNICAL SKILLS**

	S	U
Radio Procedures		
Observes State/Local Laws		
Students Loading/Unloading		
R X R Crossing		
Shifting/Gearing		
Backing (Proper use of lights)		
Defensive Driving		
Accident Prevention		

**BUS MANAGEMENT**

	S	U
Upkeep of Bus		
Pre-trip Inspection		
Driver Appearance		
Attendance		
Punctual/Advance Notice		
Daily Log/Record Keeping		
Student Management		
Maintains Route Schedule		

**HUMAN RELATIONS**

	S	U
Accepts Advice		
Deals Courteously and Tactfully with Fellow Employees		
Deals Courteously and Tactfully with Public		
Deals Courteously and Tactfully with Students		
Deals Courteously and Tactfully with Management & Staff		
Takes Advantage of Training Opportunities		

**ANNUAL STATUS OF ATTENDANCE**

Sick/Family Leave Taken	
Emergency Leave Taken	
Bereavement Leave Taken	
Leave of Absence Taken	
Personal Leave Taken	
Leave W/O Pay	

**TOTAL OVERALL RATING**

Does Not Meet Job Requirements ☐      Fully Meets Job Requirements ☐

Suggestions/Commendations for Personal Development in Present Position:

\*Signing of this evaluation does not indicate the employee's agreement with the evaluation. The employee has the right to request a review of this evaluation with the Transportation Supervisor.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**LETTER OF AGREEMENT**

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 CHEHALIS TRANSPORTATION CHAPTER #533 AND THE CHEHALIS SCHOOL DISTRICT #302. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XX, SECTION 20.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Parties agree to the following:

Compensation for the position of Transportation/Coverage Bus Driver shall be the appropriate Transportation Driver hourly rate on Schedule A, plus one dollar (\$1.00) per hour.

Job postings for the position will reflect the additional one dollar (\$1.00) per hour in the hourly rate

This Letter of Agreement shall take effect on September 30, 2024 and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON / SEIU LOCAL 1948

CHEHALIS TRANSPORTATION CHAPTER #533      CHEHALIS SCHOOL DISTRICT #302

BY: \_\_\_\_\_ /signed by/  
Patrice Mahnesmith, Chapter President

BY: \_\_\_\_\_ /signed by/  
Rick Goble, Superintendent

DATE: \_\_\_\_\_ December 19, 2025

DATE: \_\_\_\_\_ December 20, 2024



CHEHALIS SCHOOL DISTRICT			
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Schedule A			
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**PSE Hourly Rate Schedule, Transportation**

2024-2025 School Year	
1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
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99	100

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