COLLECTIVE BARGAINING AGREEMENT BETWEEN

# FIRST STUDENT, INC. COLVILLE, WASHINGTON

#### AND

# PUBLIC SCHOOL EMPLOYEES OF COLVILLE TRANSPORTATION

AUGUST 1, 2021 - JULY 31, 2025 CBA Extended by LOA – New Term expires August 31, 2026



Public School Employees of Washington/SEIU Local 1948 P. O. Box 798 Auburn, Washington 98071-0798 1-866-820-5652 www.pseclassified.org

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1	PREAMBLE
2 3	This Agreement is entered into, upon ratification by the parties, between First Student, Inc., Colville,
4	Washington (hereinafter referred to as the "Company"), and Colville Transportation, an affiliate of
5	Public School Employees of Washington/SEIU Local 1948 (hereinafter referred to as the "PSE").
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9	ARTICLE I
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11	INTENT AND PURPOSE
12	Section 1.1 Descent of Content
13	Section 1.1. Purpose of Contract.
14 15	Whereas it is the desire of the parties hereto to enter into a collective Agreement for the purpose of maintaining harmonious and peaceful labor conditions and establishing methods for a fair and peaceful
16	adjustment of disputes that may arise between the parties. Both parties pledge that they will cooperate
17	with each other in good faith in the enforcement of the terms of this Agreement so as to secure
18	uninterrupted operation of the business of the Company in rendering service to the Colville School
19	District and on-going employment of the employees and general stabilization, of service provided by
20	the Company under its contract with the Colville School District. Now, therefore, in consideration of
21	the mutual terms, promises, covenants and conditions herein contained, it is agreed as follows:
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25	ARTICLE II
26 27	<b>RECOGNITION AND COVERAGE OF AGREEMENT</b>
28	RECOUNTION AND COVERAGE OF AGREEMENT
29	Section 2.1. Recognition of Agreement.
30	The Company recognizes PSE as the sole and exclusive collective bargaining agent for the bargaining
31	members employed by the Company at its Colville, Washington terminal to drive home to school runs,
32	field trips, athletic trips, special needs, all transportation of students and other contract charter services
33	for the Colville School District with school buses operated under contract to the Colville School
34	District. All drivers (listed in Section 2.4.) employed by the Company at its Colville Washington
35	location are included in the bargaining unit. All other employees are excluded.
36	Section 2.2. Definition of Bargaining Unit Work.
37 38	Home-to-school runs, charter runs, extracurricular runs, athletic trips, shuttles, field trips, fire runs and
39	summer school runs as well as all work done by drivers in the upkeep of buses (e.g. fueling, seat
40	repair, bus cleaning, lot work, bus movement) is considered bargaining unit work and is covered by the
41	applicable terms of this Agreement. The parties recognize that the upkeep of buses is not exclusive to
42	drivers.
43	
44	Section 2.3. First Student National Employee Handbook.
45	The Company will furnish all drivers and the PSE Field Representative the most current First Student
46	National Employee Handbook. In the event of a handbook provision in conflict with a provision of the
47	Agreement, the Agreement will be controlling.
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	2021 -2025 Collective Bargaining Agreement

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1	Section 2.4. Categories of Drivers.
2 3	Section 2.4.1. Route Drivers.
4	Route Drivers are employees who are assigned to a regular school bus route that reports to the
5	terminal each day.
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7	Section 2.4.1.1. Special Needs Drivers.
8	Special Needs Drivers are those that are trained in the necessary skills to transport
9	special needs students and who are assigned a special needs route
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11	Section 2.4.2. Trip Drivers.
12	Trip Drivers are employees who are assigned to drive extracurricular, field, charter trips and
13	substitute route work as assigned. The least senior trip driver can be assigned a home-to-school
14	route as deemed necessary.
15	
16	Section 2.4.3. Substitute School Bus Drivers.
17	Substitute School Bus Drivers are employees who are "called in" to drive "as needed".
18	
19	Section 2.4.4. Driver Trainers.
20	The Company may unilaterally assign an employee to the classification of Driver Trainer
21	without regard to seniority and may similarly unilaterally remove an employee from such
22	classification, without recourse to the grievance and arbitration procedures of this Agreement.
23	If the Company assigns a Driver Trainer position to a bargaining unit employee, and the
24	employee objects to the assignment, the employee will not be disciplined and will not be placed
25	in that role. Upon the request of the Trainer or PSE, if the trainer is removed from his/her
26	position, the Company will meet with and explain in detail the reasons for such removal.
27	Trainers cannot bid on any work that conflicts with their training schedule without the prior
28	approval of management. Driver/Trainers have the right to refuse work/training by seniority for
29	other than the Colville, WA branch subject to business necessities.
30	
31	Certified Driver Trainer: A Certified Driver Trainer is a driver selected by management who
32	has attended and passed the Washington State driver instructor training course. All Certified
33	Driver Trainers will receive one dollar and fifty cents (\$1.50) per hour while training, over and
34	above their regular hourly rate.
35	
36	Non-Certified Driver Trainer: A Behind-the-Wheel Trainer is a driver selected by management,
37	who has not yet been certified as a trainer by the State of Washington. All BTW trainers will
38	receive fifty cents (\$0.50) per hour while training over and above their regular hourly rate.
39	
40	Section 2.4.5. Stand-by School Bus Driver.
41	The Company may assign an employee to the position of Stand-by School Bus Driver based on
42	the employee's qualifications/performance, as determined by the Company, at the time with
43	seniority prevailing if qualifications are equal and may similarly remove an employee from
44	such classification. A Stand-by School Bus Driver is an employee assigned to a work schedule
45	determined by management for a specified length of time daily, to be a minimum of two (2)
	hours a.m. and p.m., or four (4) hours total each school attendance day when the combination
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	of a.m. and p.m. runs does not exceed four (4) hours worked, it being understood that should such hours be reduced the provisions of Section 10.6.3 will apply. This employee will be



assigned any and all driving duties. Time not spent driving will be filled with dispatch duties, clerical tasks, facility maintenance, cleaning, and other tasks as assigned. This employee will retain seniority as per Section 10.1.

#### ARTICLE III

#### MANAGEMENT RIGHTS

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#### Section 3.1. Retention of Managerial Prerogatives.

#### Section 3.1.1. Managerial Rights.

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested in the Company, in accordance with its sole and exclusive judgment and discretion. Not limited to the rights to reprimand, suspend, discharge, or otherwise discipline employees for justifiable cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay-off, recall to work, set the standards of productivity, and/or services rendered; to determine the amount and forms of compensation for employees above those listed on Schedule A to maintain the efficiency of operations; to determine the personnel methods, means and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked.

#### 25

#### Section 3.1.2. Managerial Rights - Working Conditions.

To use independent contractors to perform work or services; to sub-contract out, close down, or relocate the Company's operations or any part thereof only in the case of strike, non-work situations where current Colville drivers are unavailable for work or as needed to cover shortages of drivers in a documented emergency to carry out necessary contracted services to the Colville School District.

To expand, reduce, alter, combine, transfer, assign or cease any job department, operation, or 33 service; to control and regulate the use of machinery, facilities, equipment, or other property of 34 the Company; to introduce new or improved technology, research, production, service, 35 distribution, and maintenance methods, materials, machinery and equipment; to determine the 36 price at which the Company contracts its services; to determine the number, location and 37 operation of departments, divisions, and all other units of the Company, to issue, amend and 38 revise policies, rules, regulations and practices including rules of conduct or standards of 39 performance, as per Section 3.1.3.; to take whatever action is either necessary or advisable to 40 determine, manage and fulfill the mission of the Company and to direct the Company's employees; to determine the existence or non-existence of facts which are the basis of 42 management decisions; and to carry out the lawful directives of the customer to whom the 43 Company contracts its services. The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative or function in a particular way, will not be considered a waiver of the Company's right to exercise 46 of any such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the provisions of this agreement.



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2	Section 3.1.3. Changes in Policy.
3	If a policy effects employees' working conditions, wages, or hours, the policy will be provided
4	to all employees and the Association in writing at least seventy-two (72) hours prior to
5	adoption and/or implementation. Record of receipt of policies that employees may be
6	disciplined for violating will be maintained in each employee's file. And all policies affecting
7	employee's wages, hours, and working conditions will be placed in an "informational binder"
8	that is readily available to all drivers at the Company's Colville location. This section applies,
9	but is not limited to, traffic driving practices, dress codes, drug testing, etc.
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12 13	ARTICLE IV
13	ARTICLETV
14	<b>RIGHTS OF EMPLOYEES</b>
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17	Section 4.1. Right to Join and Assist.
18	It is agreed that the employees in the unit defined herein will have and will be protected in the exercise
19	of the right, freely and without fear of penalty or reprisal, to join and assist PSE. The freedom of such
20	employees to assist PSE will be recognized as extended to participation in the management of PSE
21	including presentation of the view of PSE to the Company or any other body, group, or individual. The
22	Company will take whatever action required or refrain from such action in order to assure employees
23	that no interference, restraint, coercion, or discrimination is allowed to encourage or discourage
24	membership in any employee organization.
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26	Section 4.2. Matters of Personal Concern.
27	Each employee has the right to bring matters of personal concern to the attention of appropriate PSE
28	representatives and/or appropriate officials of the Company.
29	
30	Section 4.2.1. Calling in for Tardiness or Absences.
31	The Company shall post the primary phone numbers for the Location Manager (home and/or
32	cell), Head Dispatcher (home and/or cell) and Dispatch Office in the employee break room. Employees must contact dispatch if they are not going to be on time for work or their
33	supervisor if they are going to be absent from work. This must be done the night before their
34 35	route, or, at a minimum in emergency situations, at least one hour before their scheduled start
35	time so that a replacement driver can be assigned their route or to cover other duties.
37	Voicemails left on all the provided primary phone numbers of the Location Manager, Head
38	Dispatcher, and the Dispatch office at least one hour before the employee's scheduled start time
39	shall be considered "contact" for the purposes of this section.
40	
41	Section 4.2.2.
42	The Company welcomes employee suggestions concerning methods of improving service,
43	routing, student management and other matters relating to student transportation.
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45	Section 4.3. Advance Notice of Investigatory Meetings and/or Discipline.
46	The Company will advise the employee in advance of the topic of any scheduled meetings that may
47	result in discipline. The employee has a right to have union representation (Local membership and/or
48	PSE Staff) for any meeting with the Company in which the employee reasonably believes may result in
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discipline. An employee may request that a PSE representative be in attendance if such attendance would not delay the meeting more than three (3) workdays.

- 4 Section 4.4. Nondiscrimination.
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# Section 4.4.1. Equal Opportunity.

The Company and the Union each agree that it will not unlawfully discriminate against any individual with respect to hiring, promotion, discharge, compensation and other terms, conditions and privileges of employment nor will it limit, segregate, or classify employees so as to unlawfully deprive any individual of employment opportunities because of such individual's race, color, religion, gender, sexual orientation, national origin, age or disability. The parties agree that disputes under this Article will be resolved through the grievance and/or arbitration procedures.

15 Section 4.4.2. Affirmative Action and Job Accommodation.

Nothing in this Agreement is intended nor will be construed to prohibit or discourage
compliance by any party with Federal, State, or local laws pertaining to discrimination,
affirmative action, or job accommodation nor to prohibit the Company from complying with
the lawful mandates or directions of its customers with respect to discrimination, affirmative
action or job accommodation. The Company may take any action required or proper under such
laws, mandates, or directions, with or without notice to the Union, and neither such action nor
its effect may be deemed a violation of this Agreement.

24 Section 4.4.3. Concerted Activity.

Except as provided in Article XIV (PSE Membership and Check-off), the Company and Union each agree that it will not discriminate against any employee or applicant because of such individual's lawful activity for or support of the Union or because of the individual's other lawful concerted activity for the purpose of collective bargaining or other mutual aid and protection or because of the individual's decision to refrain from such activity.

# 31 Section 4.4.4. Gender Terms.

- Throughout this Agreement, the use of gender pronouns and terms will be construed to include both male and female.
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# 35 Section 4.5. Agreement on Terms and Conditions.

<sup>36</sup> The Company will not consult with or enter into any agreement, verbal or written, with any employee

that conflicts with this contract or any of its terms or conditions without bargaining with PSE

38 Executive Board and ratified by chapter membership.

# 39 40 Section 4.6. Operations of Unsafe Equipment.

- The Company will not require employees to operate any vehicle that is not in safe operating condition;
- 42 or transport other equipment (e.g., wheelchairs, hoists) without safety equipment as prescribed by law
- 43 or regulation; or not equipped with those safety appliances prescribed by law. The company reserves
- the right to make the final determination regarding the safety of the equipment. If an employee notifies
- the Company that the equipment, they are operating is unsafe and/or unfit for service and is directed by
- the Company to proceed operation of said equipment, the employee shall not be held liable for any
- 47 incidents, damages, or bodily harm caused by the equipment.
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#### Section 4.6.1. Communication.

- Drivers will not be disciplined for inquiring about the safe operation and status of their
   equipment.
- 4

#### 5 Section 4.7. Personnel Files.

- 6 Personnel files will be kept in the Company's administration office. Each employee will have the right
- <sup>7</sup> upon request, and after making an appointment for that purpose with the Location Manager, to review
- 8 the contents of their official personnel file. The review will be made in the presence of the supervisor
- 9 responsible for safekeeping of these files. During the review employees will be allowed to request
- copies, at the expense of the employee at five cents  $(5\phi)$  a page any material therein and will be
- permitted to make a written inventory of material there, and, on request, have such inventory signed
- 12 and dated by a representative of the Company.
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# 14 Section 4.8. Discipline and Removal from File.

- 15 Discipline issued consistent with the Company Accident Policy will remain in the employee personnel
- 16 file for thirty-six (36) months. All other discipline contained in the employee file that is older than
- eighteen (18) calendar months will not be used as a basis for future discipline. The employee has the
- right to submit written comments on a separate piece of paper that will in turn be kept in his or her file.
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#### 20 Section 4.9. Conduct of Supervisors and Employees.

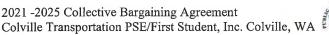
- <sup>21</sup> Supervisors and all other employees will at all times conduct themselves with dignity and respect for
- 22 coworkers' rights, duties and privileges. In their relationships with each employee every effort will be
- made to avoid words or actions which may be interpreted as ridicule, slander, or abuse.
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#### 25 Section 4.10.

- In the event that the Company requires special care of a particular student on a bus or requires certain
- procedures to be used in the care of a student on a bus, the Driver of the bus shall be notified of the
- specific nature of the assignment and relevant information regarding the procedure in order to promote
- the safety and wellbeing of the student(s) and the Driver. The Company agrees to ask the District if
- additional information can be shared. Drivers who are not made aware of significant
- <sup>31</sup> behavioral/medical needs of an individual student on their bus shall not be held accountable for their
- <sup>32</sup> lack of knowledge in the event of an incident involving said student. Drivers are still responsible for
- 33 managing students on the bus.
- 34

# 35 Section 4.11. Video/Audio Recordings.

- Buses may be equipped with video and audio recording devices. When the Company receives a
- complaint or inquiry about something that occurred on the bus, the Company may review the video to
- investigate the complaint or inquiry. The Driver in question shall be notified by the Company that a
- complaint or inquiry has been made, and the video/audio from their bus will be reviewed. If the
- Company uses video and/or audio recording evidence to support disciplinary action against an
   employee, the Company will permit the employee (and a Union representative, if requested by the
- employee, the Company will permit the employee (and a Union representative, if requeste
   employee) to review the recording.
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**ARTICLE V RIGHTS OF PSE** Section 5.1. Representation of PSE. PSE has the right and responsibility to represent the interest of all employees in the unit; to present its views to the Company on matters of wages, hours, and working conditions, either orally or in writing; to consult or to be consulted with respect to the formulation, development, and implementation of industrial relations matters and practices which are within the authority of the Company and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit. Section 5.2. Disciplinary Notification. PSE, shop steward, or designee will, within three (3) workdays from the date the employee was disciplined, be notified by the Company in writing of any disciplinary actions of any employee in the unit in accordance with the provisions of the discharge and grievance procedure articles contained herein. PSE is entitled to have a representative at the hearings conducted by any Company official or body arising out of grievance and to make known PSE's view concerning the case. Section 5.2.1. Disciplinary Action Timeline. Any disciplinary action toward an employee will be initiated within a reasonable time not to exceed ten (10) workdays of knowledge of said incident. This timeline may be extended by mutual agreement or when the investigation is beyond the control of the company. Section 5.3. Copy of CBA to New Employees. The Company, as part of the general orientation of each new employee within the unit will provide such employee with a copy of this Agreement. Hard copies will be furnished to the Company by PSE as requested. Section 5.4. Delegation of Rights or Duties. PSE reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Public School Employees of Washington/SEIU Local 1948 state organization. Section 5.5. Local Chapter Officer Leave. The local Chapter Officers of PSE, shop stewards, elected delegates and other officials may be provided time off work without pay to attend official functions of PSE. Time off requests will be

mutually agreed upon by the Company and Union and will not be denied for arbitrary and/or

capricious reasons.

# 41 Section 5.6. PSE Site Visits.

<sup>42</sup> Duly authorized representatives of PSE will be permitted to visit the premises of the Company at

reasonable times for the purpose of transacting any business for PSE. However, the representatives will

44 first make their presence known to the Location Manager or the manager's representative.

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# 46 Section 5.7. Bulletin Boards.

- The Company will provide a bulletin board in each facility for the use of PSE. The bulletins posted by
- 48 PSE are the responsibility of the officials of PSE. Each bulletin will be signed by the PSE official

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2 distribution or posting by employees or PSE of pamphlets, advertising, political matters, notices of any

kind, or literature, on Company property other than on the Union bulletin board as herein provided.

4 Postings will be for informational purposes and will not be defaming to the Company or to any person.

5 The responsibility for the prompt removal of notices from the bulletin boards after they have served

6 their purpose will rest with the individual who posted such notices.

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#### 8 Section 5.8. Company Receipt of Documentation.

9 When a driver is required to submit documentation to the Company or the Company requires a

signature of acceptance for a document, the employee shall, upon request, receive a copy of the

document which is signed and dated by the Company. This would include, but not limited to leaves of absences (LOA), medical releases, narratives, MVRs, drug testing forms, record of receipt of policy

absences (LOA), medical releases, narratives, MVRs, drug testing forms, record of receipt of policy
 changes, etc.

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#### 15 Section 5.9. Break Room.

The Company shall provide employees an "Employee Break Room." From 2:00 pm to 2:30 pm on school days, in instances of limited capacity, the Company meeting room shall be designated as an

overflow room and shall be made available to Drivers on break, provided however that the meeting

room is not being used for employee training or other company business.

# **ARTICLE VI**

# SHOP STEWARD AND PSE REPRESENTATIVES

# 27 Section 6.1. Discharging of Duties.

The local Chapter President or duly authorized representative and shop stewards will assist in the investigation, presentation and settling of grievances. Such persons will not be discriminated against in

discharging their duties assigned them by PSE. Such persons will have no authority to take striking

action or any other work stoppage interrupting the Company's business.

# 33 Section 6.2.

The Company agrees to recognize the chapter president and shop stewards as elected by PSE.

# **ARTICLE VII**

# HOURS OF WORK AND OVERTIME

42 Section 7.1. Minimum Hours Guarantee.

<sup>43</sup> A regular workday will be a minimum of one and one-half (1.5) hours a.m. and p.m. runs, or three (3)

44 hours total each school attendance day when the combination of a.m. and p.m. runs does not exceed

three (3) hours worked. Mid-day runs will be paid one (1) hour minimum when they do not constitute

continuous work with an a.m. or p.m. run. Such guarantee will not apply when circumstances beyond

the control of the Company such as fire, flood, natural disaster, or unanticipated school closures

48 prevent the Company from making work available.

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2	Section 7.1.1. Additional Work Option.
3	Four (4) hours of route pay will be available to all drivers that are not currently working four
	(4) hours. Drivers who do not want to work four (4) hours a day may decline to do so. Four (4)
4	hours of route time pay will be based on a daily work option (normal school days only) and
5	
6	may consist of work in the a.m. or p.m. Such work option will not apply when circumstances
7	beyond the control of the Company such as, but not limited to, fire, flood, natural disaster, or
8	unanticipated school closures prevent the Company from making work available. When any
9	new narrative is generated, a copy will be provided to the driver.
10	
11	New route drivers may opt for this time at time of hire. Any driver with a four (4) hour work
12	option, who is on a regular route that is scheduled for less than four (4) hours per day will make
13	themselves available at the direction of the dispatch office for the difference between actual
14	time worked and four (4) hours. This additional time will be paid at the employee's regular
15	hourly driving rate. The employees will make themselves available for work related to bus
16	driving (i.e., shuttling for fueling, checking bus equipment, accumulating mileage and student
17	data, emptying garbage, washing bus windows, etc.) or any other unassigned driving time that
18	can be completed within the work option for this extra pay. Work subject to bid or assignment
19	by seniority will be exempt from additional time assignment.
20	
21	Section 7.1.2. Adding to Additional Work Option.
22	A route Driver may remove his or her name from the list at any time with forty-eight (48)
23	hours' notice to the Company. Drivers may have their name added to the list at any time.
24	Route drivers on sick leave or prearranged absences, which preclude them from signing-up,
25	will automatically be included. Drivers who exercise their option to decline the additional work
26	or have not made themselves available for extra work assignments will be paid actual time
27	worked but no less than the three (3) hour minimum defined in Article VII, Section 7.1.
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29	Section 7.1.3. Changing Status.
30	Drivers may choose to successfully bid a change of status between route driver and trip driver
31	twice per school year.
32	
33	Section 7.2. Compensated Time.
34	If there is one (1) hour or less between consecutive bus runs, compensated time will continue
35	uninterrupted for all employees.
36	
37	Section 7.3. Pre-Trip/Post-Trip Inspections.
38	All employees who operate vehicles will perform pre and post trips inspections as directed by the
39	Company. The company will provide a copy of the local pre and post trip procedures to all employees.
40	The association will be notified when procedures are modified. Drivers will be paid for time on duty,
41	including time spent performing pre-trip and post-trip inspections. Upon request, the Company will
42	print for the driver a map of the area of an out-of-town trip.
43	
44	Section 7.3.1. Pre-Trip/Post Trip on Trips.
45	When a bus is used for a trip that returns during non-business hours, the driver will be provided
46	up to twenty (20) minutes as a post trip allowance. That time will be used to open and close the
47	gates and building, conduct post trip inspection, and clean the bus. Additional time must be



approved by the Location Manager. Drivers will be paid for time on duty, including time spent 1 performing pre-trip and post-trip inspections. 2 3 Section 7.4. Rate of Pay During Breakdowns. 4 Bus drivers will be compensated at their hourly driving rate for time involved in breakdowns on the 5 road and delays because of weather occurring while driving. 6 7 Section 7.4.1. Rate of Pay for Trip/Substitute Drivers. 8 Trip Drivers and Substitute Drivers will follow Schedule A at all times, which sets forth wage 9 rates for non-revenue work, trips, and home-to-school work. 10 11 Section 7.5. Rate of Pay for Meetings. 12 Employees required by the Company to attend driver group mandatory safety meetings will be 13 compensated at the employee's home-to-school driving rate. Compensation will be for actual time 14 spent when the meeting is in conjunction with their route, or at a minimum of one (1) hour for call in 15 meetings. 16 17 For meetings where the driver is called in, they will be paid a minimum of one (1) hour at the driving 18 rate. Meetings will be scheduled by mutual agreement. For required student/parent conferences, drivers 19 will be paid at the driving rate when the meeting is in conjunction with their route. 20 21 Section 7.6. Utilization of Classification. 22 Only employees regularly employed as Route Drivers in the Colville location will be used to drive 23 regular routes and Trip Drivers to drive trips during the school year, unless no qualified employee is 24 available, or it is necessary to alleviate emergency situations. 25 26 Section 7.7. Charter, Extra-Curricular, Field Trips and Athletic Trip Scheduling. 27 No regular route driver will be able to drive any trips that interfere with regular route or shuttle 28 assignments. The Trip Roster for all trips will be available for viewing by any driver, by request. Trips 29 will be posted that do not interfere with regular assignments. Regular route drivers signed up to take 30 trips will be given the first opportunity to fill these trips that do not interfere. The Drivers' Trip 31 Schedule shall be posted in an easily visible location so that all Drivers may view the schedule at any 32 time. Upon request, all Drivers may view the Dispatch Trip Assignment Board. 33 34 Trips will be assigned to Trip Drivers in a continual rotation basis by management or their designee. 35 Drivers must accept or decline within twenty-four (24) hours of posting or they will be passed and 36 dropped to the bottom of the list. An exception will be made for Route drivers who are unavailable 37 because of company business. Posting information will include; date of trip, sign-on time, departure 38 time and return time, origin and destination, and type of activity. Upon request, directions, and a map 39 of the area of the trip will be furnished. 40 41 Every two weeks the senior route driver in rotation will have the first choice of the trips posted, not to 42 exceed overtime. If the trip is posted in the morning, the choice will be made immediately after the 43 following morning's route. Trips posted in the afternoon, will have the choice made no later than the 44 conclusion of the afternoon route the next day. Any driver who has "choice" and who would be in 45 overtime status will have "choice" the following week to fill their missed trip. Any Route Driver may 46 seek to trade a trip assignment within twenty-four (24) hours of that assignment. If the Company 47 receives notice of a trip less than twenty-four (24) hours, but more than six (6) hours before the trip is 48

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scheduled to begin, the Company shall offer the trip by seniority to available drivers. If there are less
than six (6) hours before the trip is scheduled to begin, and no driver has accepted the trip, the
Company may assign the trip on a first come, first serve basis among available drivers. In addition,
notwithstanding the provisions above, if the Company receives notice after 5:00pm of a trip scheduled
to begin the next morning, the Company may assign the trip on a first come, first serve basis among
available drivers.

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#### Section 7.7.1. Posting of Trips.

9 Trips will usually be assigned Wednesday for the following two weeks. If Trip/Route Drivers 10 are off on sick leave, other prearranged absences, or midday runs their names will be rotated as 11 if trips were assigned them and receive an N/A. A Trip or Route Driver may decline a trip 12 without going to the bottom of the list if there is less than twenty-four (24) hours' notice. This 13 twenty-four (24) hour notice period will not include School District recognized holidays or 14 weekends.

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# Section 7.7.2. Addition/Removal from Trip List.

There will be two (2) sign up periods for Route Drivers who wish to take available trips per 17 school year to accommodate each school year. The sign-up period will be completed by those 18 eligible to sign up, no later than two (2) workdays after the first day of school and again no 19 later than two workdays after winter break. A Route Driver may remove his or her name from 20 the list at any time with forty-eight (48) hours' notice to the Company; however, the driver will 21 not be eligible to place his/her name on the list until the next sign-up period except such person 22 on sick leave or pre-arranged absences which precludes them from signing up will 23 automatically be added to the trip list in order of their seniority. Drivers signed up to be Trip 24 Drivers will be assigned to the list in order of seniority. Any driver, upon completion of the 25 probationary period, will be eligible to add their name to the trip list. The overnight trip list will 26 require six (6) months of trip driving before assignment to such. 27

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# Section 7.7.2.1. Consolidation of Trips.

Where two (2) or more trips are consolidated into one trip, the trip will then be assigned to the senior driver already scheduled to take the trip. If the consolidation is not the fault of the driver, this shall be treated as a cancellation and Section 7.7.3. shall apply.

# 34 Section 7.7.3. Cancellation of Trips.

A Route Driver will be given the opportunity to make up a cancellation of a previously scheduled trip with the choice of the next available trip. The total hours of the make-up trip and any other paid cancellation time will be within sixty (60) minutes of the previously scheduled trip although the driver may choose to accept a shorter trip. Any trip that is canceled on a nonstudent day and the driver is not notified prior to arriving at the bus garage; the driver will be paid a minimum two (2) hour call-out at the current trip wage.

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# Section 7.7.4. Utilization of Probationary Employees for Trips.

No Route Driver will be eligible to sign up for charter, curricular, field trips, or athletic trips until completion of the probationary period unless no other eligible driver is available.

# 46 Section 7.7.5. Refusal of Trips.

Any available Route Driver who refuses five (5) extra trips per sign up period during the school
 year will be removed from the extra trip driving roster for that period.



one an	performed in excess of forty (40) hours per week will constitute overtime. Overtime pay wil d one-half $(1 \ 1/2)$ times the regular rate at which the driver is employed.
	Section 7.8.1. Seniority and Overtime. No driver will be eligible for charter, curricular, athletic trips, or any other work when such work would require the driver to work in excess of forty (40) hours in any work week, unle all drivers would be put into overtime, in which case the trip will be assigned to the driver rotating basis on the roster.
	Section 7.8.2. Seniority and Additional Unassigned Work. If, after work has been offered and assigned according to the provisions of this Agreement, there is additional unassigned work to be performed, the Company will offer the work to bargaining unit employees in seniority order. If no employee accepts the work, it will be assigned in reverse seniority order.
Sectio	n 7.9. Charter, Curricular, Field Trips, Athletic Trips, and Sub-Contract Work.
	Section 7.9.1. Compensation of Trips.
	Curricular, field trips and athletic trips will be compensated at the trip rate, as defined on Schedule A.
	Section 7.9.1.1. Multiple Day Trip Compensation.
	Trips involving more than two (2) days or parts of days will be compensated at the appropriate rate except that the middle days will be compensated with a combination driving time and stand by time to equal fifteen (15) hours each day. Department of Transportation trips are defined as follows:
	*100 air miles from Colville.
	*The necessity to cross state lines. *Continuation of an interstate trip
	A non-DOT trip of multiple days would pay actual time for out bound and in bound
	trips (days) and middle days, sixteen (16) hours minimum. Pay for DOT trips woul
	for actual time for out bound and in bound days and fifteen (15) hours for middle d
	It is important that the driver keeps careful track of hours on and hours off in writir Failure to do so will result in disciplinary action.
	Taiture to do so will result in disciplinary action.
	Section 7.9.1.2.
	Drivers will be provided the cost of lodging in advance. Drivers will be required to
	provide receipts for reimbursable expenses incurred and will be reimbursed in the s
	pay period that the trip is paid as long as they have promptly provided their receipt an employee purchases food and the vendor refuses to provide a receipt, the Comp



1	Section 7.9.2. Meals.
2	All time involved in trips, inclusive of drop and return, live or deadhead will be paid at the
3	applicable trip wage, as outlined on Schedule A. Meals will be reimbursed as per outlined on
4	Schedule A.
5	
6	Section 7.9.3. Charter/DOT.
7	Charter - DOT work will be the applicable trip rate, as outlined on Schedule A. Meals as per
8	the wage schedule.
9	
10	<u>Section 7.9.3.1.</u>
11	The Company and the employee will abide by DOT regulations.
12	
13	Section 7.9.4. Sub Contract.
14	Sub contract work (shuttles) will be bid and successful driver will have to agree for a minimum
15	of six (6) months, at the Company's discretion, on the assignment. Sub contract driving rate of
16	pay will be successful bid driver's regular rate.
17	
18	Section 7.9.4.1. Fire Runs.
19	Those drivers wishing for extra work such as fire runs will sign up before the close of
20	the school in the spring. Those volunteering through the sign-up procedure will be
21	called first in order of the most seniority. Should the need arise for additional drivers,
22	those who did not sign up will be called in order of the least seniority, i.e., the least
23	senior will be called first. Those drivers who are called and refuse to work may forfeit
24	their right to collect unemployment compensation benefits. This process will be
25	communicated to the drivers in a meeting held no later than the last day of school in the
26	spring. A packet of information will be distributed at that meeting which provides
27	instruction on the paperwork necessary to participate.
28	
29	Section 7.9.4.2. Compensation for Fire Runs.
30	Those drivers who work on a Fire Run will be paid the wage contracted with the State,
31	County, City, or Federal agency for all revenue driving time. All non-revenue time (up
32	to sixteen (16) hours per day) will be paid at the current "trip rate" as found on the wage
33	schedule of this agreement.
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37	ARTICLE VIII
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39	HOLIDAYS
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41	No holidays provided for in term of this Contract.
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$\widetilde{1}$	ARTICLE IX
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3	LEAVES
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5	Section 9.1. Sick Leave.
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7	Section 9.1.1. Accumulation of Sick Leave.
8	Regular bus drivers who have completed their probationary period will accumulate one (1) day
9	of sick leave for each month worked per school year up to a maximum of five (5) days sick
10	leave per school year, or the amount accrued under the Washington State Sick Leave Law,
11	whichever is more. Fifty percent (50%) plus one (1) day worked in a month shall be considered a full month for purposes of accumulating leave. Unused sick leave will be
12	accumulated up to a maximum of forty-five (45) days. Drivers will be eligible to receive sick
13	leave after ninety (90) days of employment.
14	leave alter finiety (56) days of employment.
15 16	Section 9.1.2. Sick Leave Rate.
17	Sick leave pay will be based upon an employee's normal driving rate of pay and hours worked.
18	
19	Section 9.1.3. Industrial Insurance.
20	In the event employees are absent for reasons which are covered by industrial insurance, the
21	Company will pay an amount equal to the difference between the amount paid the employee by
22	the Department of Labor and Industries and the amount the employee would normally earn,
23	provided the employee wishes to draw from accumulated sick leave during such an absence,
24	which choice will rest exclusively with the employee. A deduction will be made from the
25	employee's sick leave in accordance with the amount paid to the employee by the Company.
26	This provision will be administered in keeping with Washington State Law.
27	
28	Section 9.1.4. Use of Sick Leave.
29	The Company will abide by the Washington State Paid Sick Leave Law. Employees who use
30	their sick leave for absence from work for unapproved reasons will receive no pay for such
31	days of absence and may be subject to disciplinary action. The Company reserves the right to
32	request medical verification for illness from the employee for absences exceeding three (3)
33	days if the Company suspects abuse.
34	
35	Section 9.2. Bereavement Leave.
36	Bereavement Leave will be paid up to three (3) days for work missed as a result of the death of an employee's immediate family members, as defined as follows: current shouse mother, father, sibling
37	employee's immediate family members, as defined as follows: current spouse, mother, father, sibling, son or daughter, current stepchildren, family member for whom the employee is legal guardian, and
38	family member who lives in the employee's home. One (1) day with pay will be allowed for extended
39	family members as defined as follows: aunts, uncles, grandparents, grandchildren, mother-in-law, and
40 41	father-in-law. An employee may be granted up to an additional two (2) unpaid days of bereavement
41	leave. Bereavement leave shall not accrue and shall not be deducted from any accrued leave.
44	feare. Belearement loave shall not accrue and shall not be acqueted from any accrued feare.

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#### Section 9.3. Personal Leave.

Leave of absences up to thirty (30) calendar days, may be granted at the Company's discretion, upon 45 receipt of a written request from the employee stating the reason for the requested leave. Requests will 46 be made at least two (2) weeks prior to the date the leave is to be taken. A response to the leave request

47 will be provided no later than one (1) week prior to the date the leave is to begin. If the leave is 48

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August 1, 2021 Page 14 of 29 requested two weeks ahead of time as required and a response is not provided by the Company at least

- 2 one week prior to the date on which the leave was to begin, the leave shall be granted. Seniority will
- <sup>3</sup> continue to accumulate during the leave of absence.
- 4

#### 5 Section 9.4. Disability Leave.

6 In general, Leave of Absence because of health, medical condition, or disability, including but not

- <sup>7</sup> limited to pregnancy, childbirth, or related medical conditions, may be granted for period of up to
- thirty (30) calendar days, with thirty calendar day-extensions, up to a maximum of six (6) months. To
   obtain such disability leave of absences an employee will present (1) a written request for such leave;
- obtain such disability leave of absences an employee will present (1) a written request for such leav
   (2) a written statement may be requested from the employee's doctor indicating the need for such
- (2) a written statement may be requested from the employee's doctor indicating the need for such
   leave, the doctor's recommendation as to when the employee should cease work and the doctor's
- estimate as to when the employee may be able to return to work. The employee's actual return to work,
- however, will be contingent upon an assessment by the Company (in conjunction with the employee's
- 14 medical doctor and/or the Company's medical doctor, and consulting or treating specialists, or
- therapist, the Union and the employee) that, after considering the nature and scope of the employees
- duties, the employee is able to return to work and perform the essential functions of his job, with or
- without reasonable accommodation and in a manner which will not directly threaten the health, safety
- 18 or welfare of the employee, passengers or the public.
- 19

# 20 Section 9.5. Civic/Judicial Leave.

An employee who is required to report for jury duty or who is subpoenaed to testify at a hearing in

- which the employee is not a party shall be granted leave for such purpose. Employees called to testify
- on behalf of the Company shall be paid for their time. Employees called for jury duty shall be paid for
- <sup>24</sup> up to five days off at their daily guarantee. If the employee reports for service and is excused
- therefrom, he will immediately contact the Location Manager and stand ready to report for work, ifrequested.
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# 28 Section 9.6. Misuse of Leave.

An employee using a leave of absence as a subterfuge, or for purposes other than the purpose stated in

- the Request for Leave or accepting employment elsewhere while on leave of absence will forfeit
- seniority rights and will be terminated from employment.
- 32

# 33 Section 9.7. Other Leaves of Absence.

An employee on a Leave of Absence for ninety (90) calendar days or less will be allowed to resume 34 his fixed route assignment upon his return. During the employee's absence, such route will be assigned 35 to an unassigned regular driver, trip driver, or substitute driver. If the driver does not return to his route 36 within ninety (90) calendar days, that route will be placed for bid pursuant to Article X, Section 10.6. 37 A driver on a leave of absence for more than ninety (90) calendar days will return as an unassigned 38 driver and his route will be assigned until the next bid. The manager will have discretion to approve 39 two (2) week extensions to the leave when such extension is requested in writing. This provision 40 applies to any authorized leave. 41

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1	ARTICLE X
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3	SENIORITY, PROBATION AND LAYOFF PROCEDURES
4	Section 10.1 Describer Driver
5	Section 10.1. Regular Driver. The seniority of an employee within the bargaining unit will begin as of the date on which the
6 7	employee begins continuous daily employment (hereinafter "hire date") assigned as a regular route or
8	trip driver, unless such seniority will be lost as hereinafter provided in Section 10.4. The employee
9	with the earliest hire date shall have preferential rights regarding shift selection, assignment to new and
10	open positions, and layoff and recall, unless otherwise specified in this Agreement.
11	
12	Section 10.1.1. Substitute Drivers.
13	Substitute (sub) drivers will earn seniority within the bargaining unit on a separate seniority
14	roster specifically for subs beginning on the first day as a sub driver. The most senior sub driver will have the first right of refusal for the next open regular route. Substitute drivers will be
15 16	called by seniority, in rotation, for all available substitute work.
17	cance by semonty, in rotation, for an available substitute work.
18	Substitutes must keep management informed of their available work schedules, otherwise
19	substitutes are expected to be available for work when called. Substitutes who need to modify
20	their availability must do so within twenty-four (24) hours. Refusal of five requests in a school
21	year will be subject to discipline. Substitute drivers who comply with the requirements of this
22	section shall not be subject to discipline for not being available on a day for which they have
23	previously advised management they would not be available.
24 25	Section 10.2. Seniority List.
26	The Company will provide a current and updated seniority list upon request by the Association
27	president, or their designee, no more than four (4) times per year. The Company will not unreasonably
28	deny an additional request.
29	
30	There will be separate lists for regular drivers and one for substitute drivers. The substitute driver will
31	not receive any of the additional benefits of the regular route driver as a result of completing their probationary period, except access to the grievance and arbitration procedure.
32	probationary period, except access to the grievance and arbitration procedure.
33 34	Section 10.2.1. Employee Information List.
35	Upon request, the Company will provide a list of all employees represented under the
36	Collective Bargaining Agreement to the state membership department of PSE
37	(membership@pseofwa.org) electronically at least four (4) times per year for audit purposes.
38	The list will contain the following information on all employees, whether a dues paying
39	member or not: employee name, mailing address, email address, phone number, date of hire,
40	position held, hourly rate of pay, work hours contracted per day, and status if not working (i.e.
41	leave of absence, separated, retired, layoff, etc.)
42 43	Section 10.3. Probationary Period.
43	New employees will be on probation until completion of ninety (90) calendar days of work as a driver.
45	The company reserves the right to extend the Probationary Period. The company will notify the
46	employee and the union should the company decide to extend the probationary period. During this
47	probationary period, such employees will be subject to dismissal at any time at the discretion of the
48	Company. Discharge during the probationary period will not be subject to the Grievance Procedure.

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- <sup>1</sup> Upon completion of the above ninety (90) days, such employees will enjoy seniority status from their
- 2 date of hire as a route driver, and benefits contained in this Agreement will not be available to

<sup>3</sup> employees until they have completed their probationary period. At the completion of probation drivers

- 4 will be placed on the seniority list according to hire date.
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#### Section 10.4. Lost Seniority.

- 7 An employee's seniority will be lost upon:
- 8 A. Justifiable discharge.
- 9 B. Voluntary quitting: change of classification to substitute driver.
- 10 C. Retirement.
- D. Failure of an employee to return to work upon recall within seven (7) workdays after registered letter is sent to the employee by the Company at the employee's last known address appearing on the Company's record.
  - E. Failure to report for work or to call-in an absence from work for three (3) consecutive days will be considered a voluntary resignation.
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# 17 Section 10.5. Continued Seniority Accrual.

- 18 Seniority rights will continue to accrue during the following:
  - A. Time lost for industrial accident, illness, or jury duty
  - B. Time on leave of absence granted for the purpose of mandatory service in the Armed Forces of the United States; or
  - C. Time spent on authorized leaves.
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# 24 Section 10.6. Vacant Routes.

A route becoming vacant during the school year, or an additional route will be subject to bid according 25 to seniority by using the regular driver's seniority list. The Company will publicize the vacancy within 26 the bargaining unit by notifying all employees. Such run will be posted for three (3) workdays. A copy 27 of the job posting will be given to the President or Shop Steward of the Association. Any subsequent 28 (third) vacancy created as a result of the above procedure will be filled by assignment of a substitute by 29 the Company according to substitute seniority. Substitutes shall have rights of refusal of assignment. 30 Runs not bid within the above time period will be assigned by the Company. Drivers can successfully 31 bid one (1) vacated regular route during each school year (in addition to a bid on a new route before 32 the first day of school). The driver awarded the bid will be paid from the first workday after the bid is 33 awarded, all schedule time for the new route, for any time the driver must remain on their old route for 34 unforeseeable reasons. 35

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- Section 10.6.1. Special Needs Route Guarantee.
  - Special Needs drivers will be guaranteed the hours as per Section 7.1.

#### Section 10.6.1.1.

There will be no displacement of Special Needs drivers during the school year, except to the extent necessary to cover service obligations to the Colville School District.

# Section 10.6.2. Other Runs.

If non-standard runs such as shuttling students between schools are established during the
 school year, such runs will be bid by seniority, unless convenience factors dictate otherwise.
 Drivers may successfully bid on extra runs up to three (3) times per year. Upon the successful



bid, the driver must relinquish any previously awarded extra runs. Drivers may choose to successfully bid a change of status between route driver and trip driver twice per year.

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#### Section 10.6.3. Route Changes and Displacement Right.

If a regular route run is increased or reduced by thirty (30) minutes per day or more for a period 5 which exceeds two (2) workweeks, the affected employee may exercise seniority (within two 6 (2) weeks in writing) and displace any less senior driver driving a run on a bus for which the 7 employee is qualified to drive when the run has a total time which is greater than that 8 remaining on the original run. The employee displaced, as a result of the above, may at their 9 option displace the least senior regular route driver, or choose the vacated route. The least 10 senior driver will then be assigned by the Company. The Company may adjust routes for 11 legitimate efficiency reasons. The Company will not arbitrarily and capriciously move a 12 portion of one driver's route to another driver's route. 13

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#### Section 10.6.4. Temporary Reassignments.

When justified by operational needs or problems, a driver may be temporarily reassigned. If the driver was not in any way responsible for the problem, he/she will be made whole for any loss of regular route wages caused by such reassignment. No other regular driver will be involuntarily reassigned, unless dictated by a documented emergency.

21 Section 10.7. Annual Notification.

#### 22 23 Section 10.7.1. Vacant Routes.

#### Fifteen (15) calendar days prior to the start of school each year, the Company will directly contact employees to confirm: 1) their commitment to return to work, 2) inform them of what routes are available for bid, 3) their intent to retain their job assignments, and 4) to advise them of the date of the annual in-service meeting. The Company must receive a direct response to the foregoing commitments no less than ten (10) calendar days prior to the start of school. In the event employees fail to retain their job assignments, the Company will post said assignments for bid per Section 10.6.

#### 31 32 Section 10.8. Layoffs.

The Company will give as much written notice as possible to affected employees and Association President of layoff. Layoff will be determined by seniority. The employee with the least amount of seniority will be laid off first. Recall of laid off employees will be in reverse order of layoff. An employee duly notified by the Company by registered letter to return to work from layoff must return to work within seven (7) workdays of such notice or be considered as terminated. This section is not applicable to or in reference to summertime layoffs of Drivers.

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# ARTICLE XI

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# DISCIPLINE AND DISCHARGE OF EMPLOYEES

#### 46 Section 11.1. Just Cause.

The Company will have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause will be resolved in accordance with the grievance procedure hereinafter provided. If



- the Company has reason to reprimand an employee, it will be done in a manner which will not 1 embarrass the employee before other employees or the public. 2
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- Section 11.1.1. Disciplinary Action.
- An employee that is involved in a vehicle accident will be disciplined pursuant to company policy.
- 7 The employee will be afforded an opportunity to review all evidence available at the time 8 9 disciplinary action is taken and answer alleged charges before discipline is administered.
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# Section 11.1.2. Administrative Leave.

- An employee may be placed on administrative leave without pay while there is a pending investigation. If an employee is on administrative leave pending management's investigation, and the management's investigation lasts more than one week, all leave after the first week shall be paid at the employee's regular driving rate. For purposes of this section, a week shall be defined as five workdays.
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#### Section 11.2. Levels of Discipline. 18

- In the event an employee engages in conduct for which disciplinary action may be warranted, but 19 which is not listed in Section 11.3. (Serious Offenses), the following progressive discipline procedures 20 may be utilized in an attempt to correct unsatisfactory performance or behavior: 21
  - A. Verbal counseling
- B. First written warning 23
  - C. Final written warning with or without suspension without pay and/or
  - D. Discharge.

#### 26 Section 11.3. Serious Offenses. 27

- An employee who engages in any of the following acts or offenses will be subject to immediate 28 discharge regardless of the employee's previous disciplinary history. 29
  - A. Falsification of time records, application, or other Company records.
- B. Verbal or physical abuse of a fellow employee, a pupil or passenger, a representative, or agent 31 of a customer of the Company or member of the public while on duty or on the Company's 32 property or equipment or on the property or equipment of a customer of the Company. 33
- C. Illegal gambling while on duty or on the Company's property or equipment or on the property 34 or equipment of a customer. 35
- D. Changing route stops, making an unauthorized stop, or taking a Company vehicle off the 36 designated route (except under emergency conditions) without authorization. 37
  - E. Transporting any unauthorized passenger, except in emergency.
- F. Refusal to obey reasonable work orders or rules after being warned and advised that such 39 refusal constitutes insubordination. 40
- G. Engaging in conduct with disregard to the safety, security and welfare of the pupils, passengers, 41 the customer, the public, the employee, or fellow employees. 42
- H. Theft of Company property or the property of other employees, pupils, passengers, or a 43 customer of the Company. 44
- I. Bringing explosives, firearms, weapons or ammunition onto Company premises or equipment 45 or onto the premises or equipment of a customer of the Company. 46
- J. Possession, use, distribution or sale on Company premises or equipment, or on the premises or 47 equipment of a customer, of liquor, narcotics, or illegal drugs.



1		pplying specimens required for compliance with the
2	Company's Alcohol and Drug use p	
3		representatives conducting an authorized inspection or
4	investigation.	
5		nd Alcohol Policy (as stated in the policy).
6		on the premises of the Company or of the customer with
7	drug of abuse in the body system.	
8	O. Offering or accepting a bribe.	
9		ff the job which tends to damage or impair the Company's
10		n or image or to injure or shake the public's or/a customer's
11	confidence in the Company.	1 tormited an offense investring was propagation cale on
12		noral turpitude, an offense involving use, possession, sale or
13	÷ •	es or controlled substances, an offense against society, or
14		r the individual, or an applicant for employment, ineligible
15	for employment. R. Leaving a bus inappropriately atten	ded
16	S. Exceeding allowable leave of absen	
17 18	T. Or any other serious infraction risin	
18	1. Of any outer serious infraction fish	g to the level of Justifiable cause .
20	Section 11.3.1. Obedience to Rule	8.
20		rules and regulations of the Company. Violation of such
22		including, but not limited to, discharge. It is the
23	responsibility of every employee to	-
24		
25	Section 11.4. Procedure before Discharg	e.
26	When the Company has reason to believe t	nat an employee may have engaged in conduct which may
27	warrant discharge, the employee will be ren	noved from service without pay pending the Company's
28	•	t to Section 11.1.2. Within forty-eight (48) hours of his
29		quest a hearing with the Union Representative and the
30		npany will thereafter notify the employee and the shop
31		date, time, and place of the hearing. At the hearing, the
32		e to the removal and the employee will have the opportunity
33		ences, present the Company with any information believed
34		ny reason why discharge should not occur. Following such
35		under advisement and at the conclusion of the
36		natter, including a decision to discharge, to impose some
37	decision, and will undertake such action as	will notify the employee and the Union in writing of the
38	decision, and will undertake such action as	is necessary to implement the decision.
39 40	Section 11.5. Protection of Grievance Ri	ahte
40 41		rule or regulation established by the Company is in
41 42		nust first abide by such policy, rule or regulation and then
42 43	<b>U</b> 1 <b>I</b>	ievance procedures set forth in Article XIV.
43 44	may minute a grievance according to the gr	
45	Section 11.6. Copies of Rules.	
46		nion and employees a copy of the First Student National

The Company will make available to the Union and employees a copy of the First Student National
 Driver Handbook, along with any other rules and regulations and amendments or local supplements



hereto. In the event a statement provision contrary to a provision of this collective bargaining

<sup>2</sup> agreement, the collective bargaining agreement will be controlling. (Article II, Section 2.3).

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# 4 Section 11.7. Standards of Conduct.

Each employee is expected to follow standards of conduct which will contribute to or not impair the employee's and Company's efficiency, productivity, wellbeing, and integrity. Each employee is expected to perform his duties with care and attention to the customer's needs, passenger safety and the Company's quality standards and requirements. The following list includes some, but not all, of the standards of conduct to which an employee is expected to conform.

- A. Each employee will report to work according to his established schedule or assignment. If, for good reason, an employee must be absent or late, he must notify the Location Manager, no later than one (1) hour before the scheduled starting time.
- B. Every employee should be aware of his own personal safety and the safety of others and will
   observe all safety rules and regulations and report any injuries or unsafe conditions to his
   supervisor immediately. Employees must observe any no-smoking rules.
- C. Employees must use company time, funds, and property for company business and activities
   only. Stealing company funds or misusing property is cause for immediate discharge.
- D. While every employee has a right to personal opinion as an individual, the Company expects 18 every employee to abide by company policies, priorities, directives, standards, rules or 19 procedures in conjunction with the performance of job responsibilities. If an employee is in 20 disagreement with Company policies, priorities, directives, standards, rules or procedures, he 21 will refrain from public statements that would damage or misrepresent the Company. The 22 employee must first abide by the rules and may then attempt to resolve the dispute through 23 internal channels, including the procedure set forth in Article XIV (Grievance Procedure). 24 Expressions of personal opinion should be distinguished from the performance of job 25 responsibilities 26
- E. Each employee will show concern for the rights and property of others. Abusive language,
   physical threats, violence, and sexual harassment are causes for immediate discharge. Sexual
   harassment includes unwelcome sexual advances, requests for sexual favors, and verbal or
   physical conduct of a sexual nature that creates an offensive employment environment.
  - F. Employees will comply with the Company's Drug and Alcohol Policy.
  - G. Employees are expected to maintain a neat, clean, and orderly appearance at all times while on duty in order to preserve public confidence in the Company's business. Also refer to First Student Colville Driver Handbook.
  - H. Those employees whose wages are garnished repeatedly because of habitual neglect of personal financial responsibilities may be subject to discipline.
- I. Employees who work other jobs on their own time should remember that their first
  responsibility is to the Company. If a second job leads to excessive absenteeism or tardiness,
  the employee may be asked to choose between the two positions. No worker will be allowed to
  use the Company's equipment on another job without a supervisor's written consent.
  Employees also are forbidden to engage in direct competition with this organization by
  simultaneously working for a competitor or by setting up a personal business in the same field.
  - J. No employee may be required to participate in or contribute to a collection effort except as provided in Article XIII.
- K. Employees may not offer items for sale for their own gain during working hours. If a sale is for
   a charitable purpose, employees must obtain a supervisor's permission before approaching
   other employees. Employees who are permitted to engage in sales activities must comply with
   Management's restrictions on the time or location of the sale.



1 2	L.	Solicitation on the premises by non-employees at any time and for any purpose is forbidden. Solicitation on the premises by employees is forbidden with either the employee doing the
3		soliciting, or the employee being solicited is on work time.
4	M.	Theft of property belonging to the Company or to a co-worker will not be tolerated. Workers
5		must have a supervisor's permission before removing from the premises any Company-owned
6		material, tools, or other items, including damaged good and scrap material.
7	N.	Falsification of information on any employment application will be grounds for rejecting the
8		applicant or firing the worker who provided the false information.
9	О.	Employees are expected to complete time records and other records of work performed
10		properly and accurately. Falsification of information on a time record or other Company record
1		is cause for discharge.
2	Р.	Fighting on Company premises on Company time is prohibited, without exception. Employees
3		who feel they are being provoked or harassed by co-workers should discuss their problem with
4	-	a supervisor.
5	Q.	Possession of guns, ammunition, explosives, or other dangerous weapons on the Company's
6		premises or while on Company time is prohibited. Use or display of a firearm or any other
7		dangerous instrument in a fight or a disagreement with another worker, a customer, or a
8		member of the public is cause for immediate discharge. Threatening anyone with a dangerous weapon is also cause for immediate discharge.
9	D	All employees are required to meet the Company's standards of courtesy to customers,
0	К.	members of the public, and co-workers.
1	8	Any unauthorized act of sleeping during work hours is forbidden. Employees who are ill or
2 3	5.	who are taking medications should request leave if they are unable to perform their jobs.
3. 4	Т	Employees are expected to act maturely during the workday. Employees will not engage in
5	1.	horseplay, practical jokes, pranks, or similarly juvenile behavior.
6	U.	Employees are expected to project a positive attitude and refrain from conduct which is
7	0.	disruptive of employee morale.
3	V.	Employees are expected to conform to the rules and procedures set forth in the First Student
)		National Employee Handbook and the Colville Transportation Guide.
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R.		
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3		ARTICLE XII
I		
6		INSURANCE AND PHYSICAL EXAMINATIONS
i.		
1	Sectio	n 12.1. Contributions of State Industrial Insurance.
3		ompany will make required contributions for State Industrial Insurance on behalf of all
9	employ	yees subject to this Agreement.
ii.		
	Sectio	n 12.2. Contributions to Unemployment Compensation Fund.
		ompany will make contributions to the Washington State Unemployment Compensation Fund
	requisi	te to providing unemployment benefits for all employees subject to this Agreement.
	<b>a</b>	
	Sectio	n 12.3.
	The en	aployee may choose to get a physical from their own doctor at the employee's own cost. First
1	Studer	t may require the employee to go to a physician of First Student's choice for a second opinion at



1 2	First Student's cost. The employee may choose to use the First Student's doctor at no cost to the employee.
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6	ARTICLE XIII
7	
8	PSE MEMBERSHIP AND CHECKOFF
9	Section 13.1. Member in Good Standing.
10	Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member
11 12	of PSE in good standing will, as a condition of employment, maintain membership in PSE in good
12	standing during the period of this Agreement.
14	standing during the period of this regreement.
15	Section 13.2. Effective Date.
16	All employees subject to this Agreement who are not members of PSE on the effective date of this
17	Agreement, and all employees subject to this Agreement who are hired at time subsequent to the
18	effective date of this Agreement, will, as a condition of employment, become members in good
19	standing of PSE within thirty (30) days of the effective date of this Agreement or within thirty (30)
20	days of the hire date, whichever is applicable. Such employee will then maintain membership in Public
21	School Employees of Washington/SEIU Local 1948 in good standing during the period of this
22	Agreement.
23	
24	Section 13.3. Refusal of PSE Membership.
25	Any employee who refuses to become a member of PSE in good standing will, at the option of PSE, be
26	immediately discharged from employment by the Company.
27	Section 13.4. New Hires.
28 29	The Company will notify the Association President in writing of all new hires within ten (10)
30	workdays of the hire date. At the time of hire, the Company will inform the new hire of the terms and
31	conditions of this Article.
32	
33	Section 13.5. Religious Objection to Membership.
34	Nothing contained in this Agreement will require PSE membership of employees who object to such
35	membership based on bona fide religious tenets or teaching of a church or religious body of which
36	such employee is a member. Such employee will pay an amount equivalent to normal dues to a
37	nonreligious charity or other charitable organization mutually agreed upon by the employee and PSE.
38	The employee will furnish written proof that such payment has been made. Questions regarding "bona
39	fide religious tenets" will be referred to FMCS or AAA upon demand of either party.
40	
41	Section 13.6. Agency Fees.
42	The parties recognized that an employee who was hired after the effective date of this Agreement
43	should have the option of declining to participate as a member in the Association yet contribute financially to the activities of the Association in representing such employees as members of the
44 45	collective bargaining unit. Therefore, as an alternative to and in lieu of the membership requirements
45	of the previous sections of this Article, an employee who declines membership in the Association shall
47	pay to the Association each month a service charge as a contribution toward the administration of this



Agreement in the amount to be specified by the State Organization. This service charge shall be t

collected by the Association in the same manner as monthly dues. 2

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#### Section 13.7. Check Off. 4

The Company will deduct a specified and uniform percentage fee of the gross income for PSE dues 5

- from the pay of any employee who authorizes such deductions in writing. The Company will transmit 6
- all such funds deducted with specific individual membership payment clearly specified to the 7
- Treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis. The 8

Company will be held harmless from any legal action taken by an employee or PSE as a result of the 9

**ARTICLE XIV** 

**GRIEVANCE PROCEDURES** 

administration of this section. 10

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#### 16 Section 14.1. Application and Interpretation. 17

If any disagreement arises over the application or interpretation of this Agreement, the employees, 18

PSE, and the Company agree that the procedure outlined below will be the remedy for such disputes. 19

The parties will meet at a mutually agreeable time and place. The employee will be represented by a 20

PSE representative of their choosing. In no event will the employee be required to proceed with such 21

meeting unless all parties can be present and sufficient reasonable time exists to complete the meeting. 22

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# Section 14.1.1. Step 1. Verbal.

Employees will first discuss the grievance with their Location Manager or his designee. Each 25 grievance throughout the grievance procedure will include only one grievable issue. If 26 employees so wish, they may be accompanied by a PSE representative (Local Membership 27 and/or PSE Staff) at such discussion. All notes taken at meetings that lead to discipline may be 28 shared between parties upon mutual agreement. All grievances not brought to the immediate 29 supervisor in accordance with the preceding sentence within ten (10) workdays of the 30 occurrence of the grievance, will be invalid and subject to no further processing. The 31 immediate supervisor will respond to the discussion within ten (10) workdays. 32

#### Section 14.1.2. Step 2. Written. 34

If the grievance is not resolved to the employee's satisfaction in accordance with the preceding 35 subsection, the employee and shop steward or designee will present the written statement of 36 grievance to the Location Manager within ten (10) workdays. The statement of the grievance 37 will contain the following: 38

- A. The facts on which the grievance is based.
- B. References to the specific provisions of the Agreement which have been allegedly violated.
- C. The remedy sought.

The Location Manager will respond in writing within ten (10) workdays of the receipt of the 44 written grievance. If not settled within ten (10) workdays following receipt of written notification by the employee, the grievance will be withdrawn or, if PSE believes the grievance 46 to be valid, it will be advanced to Step 3.

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1	Section 14.1.3. Step 3. Area General Manager.
2	Within ten (10) workdays the grievance will be presented to the Area General Manager by the
3	Field Representative of PSE. The AGM will have ten (10) workdays from receipt of the written
4	statement of grievance to respond with the disposition. If an agreeable disposition is made, all
5	parties to the grievance will sign it. If no settlement is made within those ten (10) workdays, the
6	grievance will immediately be withdrawn or submitted to arbitration. This time limit may be
7	extended by mutual written agreement between the parties.
8	
9	Section 14.1.4. Step 4. Arbitration.
10	Upon notice of intent to arbitrate, the Company and the PSE Field Representative and/or
11	designee will promptly enter into the selection of an arbitrator acceptable to both parties. In the
12	event the parties are unable to agree, they will jointly and promptly request a panel from the
13	Federal Mediation and Conciliation Service. Within ten (10) workdays following receipt of the
14	panel, the Company and PSE will alternately strike one (1) name from the list until only one (1)
15	name remains. The party referring the grievance to arbitration will strike the first name. Should
16	the parties fail to conclude their responsibilities under this section within ten (10) workdays
17	following receipt of a panel, then all arbitrators on the list will be considered acceptable and the
18	Federal Mediation and Conciliation Service will appoint one. A hearing will be scheduled
19	subsequent to selection as soon as practical for all parties.
20	
21	Section 14.1.5. Arbitrator Decisions.
22	The arbitrator will confine the decisions only to the interpretation and application of the present
23	Agreement and in no event will the arbitrator add to or subtract from it.
24	
25	Section 14.1.6. Arbitrator Award.
26	The decision of the arbitrator will be final and binding upon both parties, and any award made
27	will be put into effect promptly, but in no event later than thirty (30) days following the date of
28	the award.
29	
30	Section 14.1.7. Arbitration Expense.
31	The expenses of the arbitration will be shared equally by the Company and PSE.
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35	ARTICLE XV
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37	WAGES AND EMPLOYEE COMPENSATION
38	
39	Section 15.1. Compensation for Hours Worked.
40	Employees will be compensated with provisions of this Agreement for all hours worked. Drivers will
41	be required to provide receipts for reimbursable expense incurred and will be reimbursed within
42	twenty-one (21) days. Each employee will receive a full accounting and itemization of authorized
43	deductions, hours worked, and rates paid on a bi-weekly basis from the Company.
44	
45	Section 15.2. Wages.
46	Wages for employees. subject to this Agreement, during the term of this Agreement, are contained on
47	Schedule A attached hereto and by this reference incorporated herein.
48	

2021 -2025 Collective Bargaining Agreement Colville Transportation PSE/First Student, Inc. Colville, WA



1	Section 15.2.1. Contract Minimums.						
2	An employee covered by this Agreement will be assigned to one of the classifications shown in						
3	the wage scale. The employee will receive an hourly rate of pay equal to or greater than that						
4	rate contained within this scale. However, it is agreed that these rates are contract minimums,						
	and the Company retains the right to pay greater than these rates. If the company determines						
5	that a pay rate should be greater than that of the pay scale in this agreement, PSE will be						
6							
7	notified within five (5) days of said decision.						
8							
9	Section 15.2.2. 401(k) Plan.						
10	Employees shall be eligible to participate in a Company 401(k) plan subject to the terms,						
11	conditions, eligibility, and vesting of the plan. Beginning in August 2018, the Company shall						
12	match up to \$250 that employees with one year or more of service contribute to their plan each						
13	school year.						
14							
	Section 15.3. Travel in Private Vehicle.						
15	Any employee required to travel from one site to another in a private vehicle during working hours						
16	Any employee required to travel from one site to another in a private ventere during working nours						
17	will be reimbursed for such travel on a per mile basis at the amount allowable by IRS per mile. Such						
18	travel and use of privately owned vehicle will be authorized in advance by the Location Manager.						
19							
20	Section 15.4. Testing Fees.						
21	The Company will reimburse the employee the testing fees required to obtain initial and renewed						
22	license as a condition of employment.						
23							
24	Section 15.5. Retroactive Pay.						
25	Retroactive pay, where applicable, will be paid on the first regular payday following execution of this						
	Agreement if possible and in any case not later than the second regular payday. In the case of						
26							
27	retroactive pay resulting from negotiations, such retroactive pay will be paid on the first regular payday						
28	following agreement on such schedule, if possible and in any case not later than the second regular						
29	payday.						
30							
31							
32	ARTICLE XVI						
33							
34	COMMITTEES						
35							
36	Section 16.1. Employee Involvement Committee.						
	In an effort to engage in effective communication and an exchange of ideas between the drivers and						
37	staff of the Colville, Washington location, an Employee Involvement Committee (EIC) will be placed						
38							
39	into effect. The EIC will meet in order to address operational and safety issues while fostering a						
40	positive environment.						
41							
42	Committee Composition: The EIC will consist of three (3) drivers and three (3) members of staff.						
43	There may also be representatives from PSE and/or First Student present, who will attend to provide						
44	guidance only.						
45							
46	Committee Functions: The functions and operational guidelines of the committee will be drafted by the						
47	committee with input from members, PSE and First Student in regards to meeting length, schedule,						
	topics, member selection and functions.						
48	topics, memori selection and functions.						
	2021 -2025 Collective Bargaining Agreement August 1, 2021						
	Colville Transportation PSE/First Student, Inc. Colville, WA						

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1	ARTICLE XVII
2	
3	TERM AND SEPARABILITY OF PROVISIONS
4 5	Section 17.1. Term of Agreement.
6	The term of this Agreement will be August 1, 2021 to July 31, 2025.
7	
8	Section 17.2. Provisions.
9	All provisions of this Agreement will be applicable to the entire term of this Agreement
10	notwithstanding its execution date, except as provided in the following section.
11	
12	Section 17.3. Reopening of Contract.
13	This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing. Further, this Agreement may be reopened as necessary by mutual written consent to
14 15	consider the impact of any legislation enacted following execution of this Agreement which may
16	arguably affect the terms and conditions herein or create authority to alter personnel practices.
17	anguary arrest are terms and containions herein of create authority to after personnel practices.
18	Section 17.4. Invalid Provisions.
19	If any provisions of this Agreement or the application of any such provision is held invalid, the
20	remainder of this Agreement will not be affected thereby.
21	
22	Section 17.5.
23	Neither party will be compelled to comply with any provisions of this Agreement which conflicts with
24	State or Federal statutes or regulations promulgated pursuant thereto. In the event any of the terms of
25 26	this Agreement are affected by subsequent Federal or State laws or government decree, such terms of this Agreement will be modified so as to conform to the requirement of such law. All other provisions
26 27	of this Agreement will continue in full force and effect.
28	of this Agreement will continue in full force and cheet.
29	Section 17.6.
30	In the event either of the foregoing sections is determined to apply to any provision of this Agreement,
31	such provisions will be renegotiated pursuant to Section 17.3.
32	
33	
34	
35	ARTICLE XVIII
36	ALCOHOL AND DRUG POLICY
37 38	ALCOHOL AND DRUG POLICY
39	Section 18.1.
40	The Company has adopted a corporate Drug and Alcohol policy. Revisions to the policy will be issued
41	to the Union in advance, pursuant to Section 3.1.3.
42	
43	Section 18.2. Company Drug Screen.
44	The Company will pay one hundred percent (100%), as a condition of employment for all required
45	State and Company drug screens in accordance with standards and procedures established under
46	WAC 180-20.
47	



	ARTICLE XIX
	NO STRIKE - NO LOCKOUT
Section 19.1.	
It is agreed that during the term	of this Agreement, the union, its officers, or members, will not
sanction or participate in any stri	ike, slowdown, or work stoppage. It is also agreed that during the t
of this Agreement there will be r	no lockout of employees by the Company.
Section 19.2.	
	articipating in any strike, slowdown, or work stoppage will be subj
to immediate discharge.	and paining in any barne, or or about on the coppage will be say
6	
	SIGNATURE PAGE
PUBLIC SCHOOL EMPLOYED	
WASHINGTON/SEIU LOCAL	· · · · · · · · · · · · · · · · · · ·
COLVILLE TRANSPORTATIO	ON COLVILLE, WASHINGTON
O I M	+ I Martin
BY: (Malla M SC	BY: Ut All June
Andrea Slagter, Chap	Kim Worster, Senior VP of Operations
DATE AND AND AND AND A	2/ <b>1</b> BATE 8/17/2021
DATE OF CULLY OF	DATE:
V	

#### SCHEDULE A FIRST STUDENT & COLVILLE TRANSPORTATION PSE AUGUST 1, 2021 – JULY 31, 2025

Annual Increases	4.6%	15.0%	3.0%	3.0%
	Year 1	Year 2	Year 3	Year 4
Steps	SY 22	SY 23	SY 24	SY 25
1st School year and New Hire	\$18.04	\$20.75	\$21.37	\$22.01
2nd and 3rd year	\$18.32	\$21.06	\$21.69	\$22.35
4th and 5th year	\$18.59	\$21.38	\$22.02	\$22.68
6th and 7th year	\$18.86	\$21.69	\$22.34	\$23.01
8th and 9th year	\$19.14	\$22.01	\$22.67	\$23.35
10th and 11th year	\$19.42	\$22.34	\$23.01	\$23.70
12th and 13th year	\$19.72	\$22.67	\$23.35	\$24.06
14th and 15th year	\$20.01	\$23.01	\$23.70	\$24.41
16th and 17th year	\$20.30	\$23.35	\$24.05	\$24.77
18th and 19th year	\$20.61	\$23.70	\$24.41	\$25.14
20th-25th Years	\$20.92	\$24.06	\$24.78	\$25.52
26th plus years	\$21.44	\$24.66	\$25.40	\$26.16

#### **Certified Trainer Adjustment**

Home-to-School Rate + \$1.50

#### Non-Certified Trainer Adjustment

Home-to-School Rate + \$0.50

#### Non-Revenue Rate

Minimum Wage + \$0.50

#### Trip Rate

Trip Kate		
1 <sup>st</sup> to 5 <sup>th</sup> Year	r of Employment	
	New Hire Home-to-School Rate	(Increases with annual raise)
6 <sup>th</sup> to 10 <sup>th</sup> Yea	ar of Employment	
	New Hire Home-to-School Rate + \$0.25	(Increases with annual raise)
11+ Years of	Employment	
	New Hire Home-to School Rate + \$0.75	(Increases with annual raise)

#### **Trip Meal Reimbursement**

6-10 hours	\$15.00
10-14 hours	\$22.00
14-24 hours	\$35.00



# MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, COLVILLE TRANSPORTATION CHAPTER AND FIRST STUDENT, INC – COLVILLE, WA PUSUANT TO ARTICLE XVIII, SECTION 18.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

Colville, WA First Student and Public School Employees of Washington / SEIU Local 1948 are parties to a collective bargaining agreement in effect from August 1, 2021 through July 31, 2025 governing the terms and conditions of Colville First Student school bus drivers' employment. Section 2.4.4 of the CBA states:

Section 2.4.4. Driver Trainers.

The Company may unilaterally assign an employee to the classification of Driver Trainer without regard to seniority and may similarly unilaterally remove an employee from such classification, without recourse to the grievance and arbitration procedures of this Agreement. If the Company assigns a Driver Trainer position to a bargaining unit employee, and the employee objects to the assignment, the employee will not be disciplined and will not be placed in that role. Upon the request of the Trainer or PSE, if the trainer is removed from his/her position, the Company will meet with and explain in detail the reasons for such removal. Trainers cannot bid on any work that conflicts with their training schedule without the prior approval of management. Driver/Trainers have the right to refuse work/training by seniority for other than the Colville, WA branch subject to business necessities.

<u>Certified Driver Trainer:</u> A Certified Driver Trainer is a driver selected by management who has attended and passed the Washington State driver instructor training course. All Certified Driver Trainers will receive one dollar and fifty cents (\$1.50) per hour while training, over and above their regular hourly rate.

<u>Non-Certified Driver Trainer:</u> A Behind-the-Wheel Trainer is a driver selected by management, who has not yet been certified as a trainer by the State of Washington. All BTW trainers will receive fifty cents (\$0.50) per hour while training, over and above their regular hourly rate.

Effective at the execution of this MOU, the parties agree to amend this provision such that Driver Trainers will receive these premiums (\$1.50 /hour for Certified Trainers and \$0.50/hour for Non-Certified Trainers) for all work that is paid at the employee's regular home-to-school route wage rate.

This Memorandum of Understanding will become effective October 18, 2021, will continue to be in effect for the life of the current collective bargaining agreement, and shall expire on July 31, 2025.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 COLVILLE TRANSPORTATION

Andrea Slagter, Chapter President

DATE: 11-17-2

Memorandum of Understanding Colville Trans PSE / First Student Inc., Colville



BY

FIRST STUDENT, INC. COLVILLE, WASHINGTON

Mike Hamel, Area General Manager

DATE: 11/5/2021

November 5, 2021 Page 1 of 1

# LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, COLVILLE TRANSPORTATION CHAPTER AND FIRST STUDENT, INC – COLVILLE, WA PUSUANT TO ARTICLE XVII, SECTION 17.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

First Student at Colville, WA and Public School Employees of Washington / SEIU Local 1948 are parties to a collective bargaining agreement in effect from August 1, 2021 through July 31, 2025 governing the terms and conditions of Colville First Student school bus drivers' employment.

Steps	Current	22/23	23/24	24/25	25/26	
1st School Year and New Hire	\$18.04	\$22.00	\$22.75	\$23.50	\$24.25	
2nd and 3rd Year	\$18.32	\$22.31	\$23.06	\$23.81	\$24.56	
4th and 5th Year	\$18.59	\$22.63	\$23.38	\$24.13	\$24.88	
6th and 7th Year	\$18.86	\$22.94	\$23.69	\$24.44	\$25.19	
8th and 9th Year	\$19.14	\$23.26	\$24.01	\$24.76	\$25.51	
10th and 11th Year	\$19.42	\$23.59	\$24.34	\$25.09	\$25.84	
12th and 13th Year	\$19.72	\$23.92	\$24.67	\$25.42	\$26.17	
14th and 15th Year	\$20.01	\$24.26	\$25.01	\$25.76	\$26.51	
16th and 17th Year	\$20.30	\$24.60	\$25.35	\$26.10	\$26.85	
18th and 19th Year	\$20.61	\$24.95	\$25.70	\$26.45	\$27.20	
20th-25th Year	\$20.92	\$25.31	\$26.06	\$26.81	\$27.56	
26th Plus Years	\$21.44	\$25.91	\$26.66	\$27.41	\$28.16	

The Parties agree to amend Schedule A starting with the 2022-2023 school year as follows:

This Letter of Agreement will be effective August 1, 2022, will remain in effect until July 31, 2025, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 COLVILLE TRANSPORTATION

Andrea Slagter, Chapter President

DATE: 5-5 2022

Letter of Agreement (Sch A Wages 2022-25) Colville Trans PSE / First Student Inc., Colville FIRST STUDENT, INC. COLVILLE, WASHINGTON

BY:

Mike Hamel, Area General Manager

DATE: 5/8/2022



May 5, 2022 Page 1 of 2

# LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN 3 PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, COLVILLE 4 TRANSPORTATION CHAPTER AND FIRST STUDENT, INC - COLVILLE, WA PUSUANT TO 5 ARTICLE XVII, SECTION 17.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT. 6 7

First Student at Colville, WA and Public School Employees of Washington / SEIU Local 1948 are 8 parties to a collective bargaining agreement in effect from August 1, 2021 through July 31, 2025 9 governing the terms and conditions of Colville First Student school bus drivers' employment.

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The Parties agree to extend the life of the contract an additional year, making the ending date July 31, 12 2026 and to amend Schedule A starting with the 2022-2023 school year as follows through the 2025-13 2026 school year: 14

Steps	Current	22/23	23/24	24/25	25/26
1st School Year and New Hire	\$18.04	\$22.00	\$22.75	\$23.50	\$24.25
2nd and 3rd Year	\$18.32	\$22.31	\$23.06	\$23.81	\$24.56
4th and 5th Year	\$18.59	\$22.63	\$23.38	\$24.13	\$24.88
6th and 7th Year	\$18.86	\$22.94	\$23.69	\$24.44	\$25.19
8th and 9th Year	\$19.14	\$23.26	\$24.01	\$24.76	\$25.51
10th and 11th Year	\$19.42	\$23.59	\$24.34	\$25.09	\$25.84
12th and 13th Year	\$19.72	\$23.92	\$24.67	\$25.42	\$26.17
14th and 15th Year	\$20.01	\$24.26	\$25.01	\$25.76	\$26.51
16th and 17th Year	\$20.30	\$24.60	\$25.35	\$26.10	\$26.85
18th and 19th Year	\$20.61	\$24.95	\$25.70	\$26.45	\$27.20
20th-25th Year	\$20.92	\$25.31	\$26.06	\$26.81	\$27.56
26th Plus Years	\$21.44	\$25.91	\$26.66	\$27.41	\$28.16
	1st School Year and New Hire2nd and 3rd Year4th and 5th Year6th and 7th Year8th and 9th Year10th and 11th Year12th and 13th Year14th and 15th Year16th and 17th Year18th and 19th Year20th-25th Year	1st School Year and New Hire       \$18.04         2nd and 3rd Year       \$18.32         4th and 5th Year       \$18.59         6th and 7th Year       \$18.86         8th and 9th Year       \$19.14         10th and 11th Year       \$19.42         12th and 13th Year       \$19.72         14th and 15th Year       \$20.01         16th and 17th Year       \$20.30         18th and 19th Year       \$20.61         20th-25th Year       \$20.92	1st School Year and New Hire\$18.04\$22.002nd and 3rd Year\$18.32\$22.314th and 5th Year\$18.59\$22.636th and 7th Year\$18.86\$22.948th and 9th Year\$19.14\$23.2610th and 11th Year\$19.42\$23.5912th and 13th Year\$19.72\$23.9214th and 15th Year\$20.01\$24.2616th and 17th Year\$20.30\$24.6018th and 19th Year\$20.61\$24.9520th-25th Year\$20.92\$25.31	1st School Year and New Hire\$18.04\$22.00\$22.752nd and 3rd Year\$18.32\$22.31\$23.064th and 5th Year\$18.59\$22.63\$23.386th and 7th Year\$18.86\$22.94\$23.698th and 9th Year\$19.14\$23.26\$24.0110th and 11th Year\$19.42\$23.59\$24.3412th and 13th Year\$19.72\$23.92\$24.6714th and 15th Year\$20.01\$24.26\$25.0116th and 17th Year\$20.30\$24.60\$25.3518th and 19th Year\$20.61\$24.95\$25.7020th-25th Year\$20.92\$25.31\$26.06	1st School Year and New Hire\$18.04\$22.00\$22.75\$23.502nd and 3rd Year\$18.32\$22.31\$23.06\$23.814th and 5th Year\$18.59\$22.63\$23.38\$24.136th and 7th Year\$18.86\$22.94\$23.69\$24.448th and 9th Year\$19.14\$23.26\$24.01\$24.7610th and 11th Year\$19.42\$23.59\$24.34\$25.0912th and 13th Year\$19.72\$23.92\$24.67\$25.4214th and 15th Year\$20.01\$24.26\$25.01\$25.7616th and 17th Year\$20.30\$24.60\$25.35\$26.1018th and 19th Year\$20.61\$24.95\$25.70\$26.4520th-25th Year\$20.92\$25.31\$26.06\$26.81

32 This Letter of Agreement will be effective August 1, 2022, will remain in effect until July 31, 2026, 33 and shall be attached to the current Collective Bargaining Agreement. 34

PUBLIC SCHOOL EMPLOYEES OF 37 WASHINGTON/SEIU LOCAL 1948 38 COLVILLE TRANSPORTATION 39

BY. Andrea Slagter, Chapter President

DATE: 52522

FIRST STUDENT, INC. COLVILLE, WASHINGTON

BY:

Mike Hamel, Area General Manager

5/26/2022 DATE:



May 17, 2022 Page 1 of 1

Letter of Agreement (Sch A Wages 2022-26) Colville Trans PSE / First Student Inc., Colville