

COLLECTIVE BARGAINING AGREEMENT BETWEEN

Kelso School District #458

AND

**Public School Employees of
Kelso Transportation**

SEPTEMBER 1, 2021 THROUGH AUGUST 31, 2025



Public School Employees of Washington / SEIU Local 1948

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ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1. Management Rights.

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

Section 2.2. Association Rights.

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

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1. Federal and State Laws.

It is the continuous policy of both District and the Association to comply with all federal and state equal opportunity laws and not to discriminate against any employee because of race, color, creed, national origin, gender including gender expression or identity, sexual orientation, religion, age, marital status, honorably discharged veteran or military status, the use of a trained dog guide or service animal by a person with a disability, or the presence of any physical, sensory, or mental disability, except insofar as such factors are valid occupational qualifications and the employee can perform the essential functions of the job.

Section 3.2. Association Participation.

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

Section 3.3. Personnel Files.

Employees of the District shall have the right to review their District personnel files and any other employee file kept in the employee's name in the District subject to the rules, regulations and procedures of the District. Any material not shown to an employee by the District shall not be allowed in any disciplinary action against the employee. An employee shall have the right to answer and/or refute, in writing, any materials which may be judged by him/her to be derogatory to his/her conduct, service, character or personality. The written response shall be made part of the employee's personnel



1 file. Each employee may submit a written request to have any derogatory material (as determined by
2 the employee) removed from his/her personnel file after two (2) years from the date of entry. Material
3 relating to unapproved uncompensated leave or circumstances involving extraordinary actions, for
4 example, criminal activity, sexual improprieties, or danger to students and/or staff may be exempted
5 from the two (2) year rule. Evaluations and any other documents required by statute are exempt from
6 this provision. Driver accident and license abstract documents may not be removed from the file for
7 five (5) years.

8
9 **Section 3.4. Cameras.**

10 The parties agree that the primary purpose of video cameras installed on buses is to maintain student
11 discipline. Employees and their representatives will be allowed to review the recording(s) on the in-bus
12 video camera when there is an issue of student or employee misconduct. The driver's permission will
13 be obtained before recording(s) are used for driver training.

14
15 **Section 3.5. Evaluation.**

16 The District believes it is a major responsibility of employees to participate in the evaluation of the
17 quality of their services. Evaluation should be conducted for the purpose of improvement of
18 performance based on written criteria and the principles of this agreement.

- 19
20 A. Employees new to the District shall be evaluated prior to the end of the sixty (60) workday
21 probationary period.
- 22
23 B. Employees will be evaluated at least once yearly.
- 24
25 C. The supervisor will ride with and observe each driver a minimum of one (1) time per year prior to
26 the evaluation. The supervisor will complete the observation and confer with the employee within
27 five (5) work days after the observation.
- 28
29 D. The employee and the supervisor shall sign the evaluation form. One (1) copy will be forwarded
30 to the personnel office; one (1) copy will be given to the employee and one (1) copy retained by
31 the supervisor.
- 32
33 E. The employee has the option of attaching a statement to the evaluation form after each
34 observation.
- 35
36 F. An employee may be discharged or suspended only in accordance with Article XI, Discipline and
37 Discharge.
- 38
39 G. A copy of the mutually agreed upon evaluation form is attached to the contract.
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ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1. Collective Bargaining.

The Association has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, 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 District; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the units.

Section 4.2. Disciplinary Notice.

The Association president shall be notified within five (5) days of any grievance or written disciplinary action against an employee in accordance with the provisions of the discharge and grievance procedures article contained herein. The Association is entitled to have an observer at hearings conducted by any District official or body arising out of a grievance and to make known the Association's views concerning the case.

Section 4.3. Orientation.

The District, as a part of the general Wednesday orientation of each new employee within the unit subject to this agreement, shall distribute a handbook to employees furnishing information on insurance plans, sick leave policy and other pertinent information. The Association shall provide each new employee with a copy of this agreement. The District shall grant 30 minutes of release time to the Association to be present during this orientation, or at a time mutually agreed upon within one (1) week of the employee's hire date.

Section 4.4. PSE II Notice.

The Association 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 4.5. Association Time Off.

The Association will be provided time off without loss of pay to a maximum of ten (10) days per year to attend regional or state meetings when the purpose of those meetings is in the best interests of the District as determined by the District administration.

Section 4.6. Information Request.

Upon request, the District shall provide the Public School Employees of Washington / SEIU Local 1948 with information regarding each employee in the bargaining unit.

Section 4.6.1.

The names, work assignments, work locations, and cumulative days worked by substitute or temporary employees shall be provided to the union upon request.



1 **Section 4.7. Conference Committee.**

2 The Association will designate a conference committee of four (4) members who will meet with the
3 superintendent of the District, or the superintendent’s designee, and District representatives on a
4 mutually agreeable basis to informally discuss appropriate matters. Committee membership will
5 depend upon the mutually agreeable agenda. These meetings shall not be construed as negotiating
6 sessions, but the parties may work on Memorandums of Understanding and Letters of Agreement that
7 must be ratified by the District and the Association.

8
9 **Section 4.8. Waiver Request.**

10 If employees will be affected in wages, hours, working conditions and conditions of employment, the
11 District agrees that notice will be provided to the union of requests for a waiver.

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13
14
15 **ARTICLE V**

16
17 **HOURS OF WORK AND OVERTIME**

18
19 **Section 5.1. Full-Time Employees.**

20 Full-time, year-round employees' workweek schedule shall consist of five (5) consecutive eight (8)
21 hour days. All hours worked over eight (8) in any one (1) day or over forty (40) in any one (1) week
22 shall be paid for at the rate of time and one-half the employee's regular rate of pay. There will be no
23 pyramiding (duplicating) of time.

24
25 **Section 5.1.1.**

26 For the purpose of computing overtime, the work week shall be defined as beginning on
27 Monday at 12:00 a.m. (midnight) and ending on Sunday at 11:59 p.m., except for employees
28 authorized to work an alternate work week.

29
30 **Section 5.2. Recall For Full-Time.**

31 All full-time employees who are recalled to duty following completion of a regular shift or on
32 Saturday, Sunday or holidays shall be guaranteed two (2) hours minimum pay at the rate of time and
33 one-half.

34
35 **Section 5.3. Recall For Less Than Full-time.**

36 Less than full-time employees shall be paid overtime for all hours worked over eight (8) hours in any
37 one (1) day or over forty (40) hours in any one (1) week at the rate of time and one-half (1½) the
38 employee's regular rate of pay. There will be no pyramiding (duplicating) of time.

39
40 **Section 5.4. Bid Day Routes.**

41 Annual bid day route time will be guaranteed. Increases of thirty (30) minutes or more will be posted
42 and awarded by seniority.

43
44 **Section 5.5. Special Education Routes.**

45 If special education route times increase or decrease by thirty (30) minutes or more, routes will be
46 reviewed and route or student adjustment will take place and the greatest route time secured for the
47 senior driver. If route or student adjustment is not possible, then affected drivers may exercise seniority
48 rights within special education. Consideration for the needs of the student will be applied.



1 **Section 5.6. Bidding Notification.**

2 The District shall, prior to the last day of school, notify each bus driver in writing as to the date, time
3 and place for bidding for work for the ensuing school year. If such notice is mailed, it shall be sent to
4 the employee's most current address on file.

5
6 **Section 5.7. Fueling.**

7 Drivers with available clock time will be assigned to fuel buses or other related job duties. When a
8 driver uses a spare bus or trip bus it will be fueled by the driver and they will be paid if extra time is
9 incurred.

10
11 **Section 5.8. Mechanics Driving.**

12 Full-time lead mechanics and mechanics will be utilized to transport students only when there is a need
13 to evacuate students in an emergency. Emergencies are situations where student safety is threatened in
14 some manner and an evacuation of the building is imminent.

15
16 **Section 5.9. Driving Shortage.**

17 In an extreme driver shortage, a qualified mechanic can be utilized to transport students.
18
19
20

21 **ARTICLE VI**

22
23 **REGULAR ROUTES, EXTRA WORK, TEMPORARY VACANCIES AND POSTINGS**

24
25 **Section 6.1. Regular Routes.**

26 Regular routes are defined as any piece of work or pieces of work serving schools on a home-to-school
27 or school-to-home basis and may include all pieces of work inclusive of, but not limited to, a.m., p.m.,
28 midday, shuttles, swim, music and other pieces of work occurring on a daily, near daily, or repetitive
29 basis. Routes will contain as many pieces of work as feasible to fill the time.
30

31 **Section 6.1.1.**

32 A regular route shall be guaranteed a minimum of a two (2) hour a.m. and a two (2) hour p.m.
33 piece of work. All pieces of work are guaranteed two (2) hours unless there is thirty (30)
34 minutes or less between the pieces of work, then the paid time for the driver will continue
35 uninterrupted. If the piece of work exceeds the two (2) hour minimum, the employee shall be
36 paid for actual time to the nearest fifteen (15) minutes. Time shall be computed from the time
37 the employee is required to report for duty until he/she is relieved of duty. There shall be a ten
38 (10) minute allowance for the initial pre-trip inspection and for each additional time the bus is
39 dispatched from the lot, plus a ten (10) minute allowance for cleanup and post-trip. This time is
40 to be used to prepare the bus. Such allowance shall be included within the two (2) hour
41 minimum, or paid if the run exceeds two (2) hours.
42

43 **Section 6.1.2.**

44 Pieces of work will be bid and attached by drivers to a.m./p.m. guaranteed routes, subject to
45 management discretion. Employees may not bid any combination of pieces of work that will
46 exceed eight (8) hours per day, excluding trips.



1 **Section 6.1.3.**

2 Management may package work when applicable. Work packaged by management may be
3 taken off for leave in two (2) hour increments for route coverage purposes. Pieces of work
4 attached to a.m./p.m. guaranteed routes by drivers may be separated for route coverage
5 purposes.
6

7 **Section 6.1.4.**

8 Whenever a piece of work ends (no longer exists), employees will be allowed to bump into
9 another piece of work held by a junior employee.
10

11 **Section 6.2. Shifting Clock Time.**

12 Management reserves the right to shift actual start and/or end times due to student need, excluding co-
13 curricular and extra-curricular activities. Start and end times may be shifted not more than thirty (30)
14 minutes for a maximum of two (2) times in a school year with five (5) work days notice per regular
15 route. The number of changes can increase if mutually agreed upon by management and driver. Swim
16 and shuttle start and/or end times are variable and are excluded from the restrictions listed above. The
17 thirty (30) minute time limitation may be increased up to an additional fifteen (15) minutes if mutually
18 agreed upon by management and driver.
19

20 **Section 6.3. Extra Work.**

21 Management may assign extra pieces of work to routes. The combination of the extra pieces of work
22 must be less than thirty (30) minutes. Based on student need, management will determine which
23 regular route extra pieces of work will be attached to in an attempt to incur the least expense to the
24 District.
25

26 **Section 6.4. Daily Cancellations of Timesheet Positions.**

27 When timesheet positions are cancelled for a day due to unforeseen, temporary circumstances, such as
28 poor water quality, classroom cancellation, student absence, etc., the driver scheduled on the cancelled
29 route will sign-up for extra work, if available, to recoup their time. If no extra work is available, the
30 timesheet driver will be paid their normal work schedule; provided, that the driver shall be required to
31 perform other duties assigned for the portion of their normal work schedule affected by the
32 cancellation. The driver may choose to take the remaining portion of their normal work schedule off
33 without pay and be paid only for actual time worked.
34

35 **Section 6.5. Temporary Vacancies.**

36 Temporary vacancies are defined as a regular route that is left vacant due to an absence.
37

38 **Section 6.5.1.**

39 Temporary vacancies of less than thirty (30) calendar days for the a.m./p.m. home-to-school
40 pieces of work will be filled by substitutes. All midday pieces of work within the vacant route
41 will be posted and awarded by seniority daily. Midday pieces of work may be relinquished only
42 if the driver will gain time.
43

44 **Section 6.5.2.**

45 Temporary vacancies for a known thirty (30) calendar days or more for the a.m./p.m. home-to-
46 school and midday pieces of work will be posted and awarded by seniority. (A decrease in
47 awarded time may adversely affect salary and benefits.)
48



1 **Section 6.5.3.**

2 Temporary vacancies for an unknown period that continue past thirty (30) calendar days will be
3 reviewed upon request and with mutual approval of the Union and the District may be posted
4 and awarded by seniority.
5

6 **Section 6.5.4.**

7 When a driver accepts a temporary vacancy any piece(s) of work vacated as a result will be
8 posted and awarded by seniority. The driver will have the right to return to their previous
9 piece(s) of work when the temporary vacancy ends. Employees may not bid any combination
10 of pieces of work that will exceed eight (8) hours per day.
11

12 **Section 6.6. Posting.**

13 The District, prior to filling any new or open position, shall post within the bargaining unit said
14 available opening for a period of not less than five (5) work days. Every attempt will be made to post a
15 new or open position (i.e., requiring board action) within five (5) work days and filled within fifteen
16 (15) work days of the closing date; provided, the District shall not be obligated to fill a position where
17 work does not exist. During school breaks, the Association president shall also be furnished a notice of
18 position openings.
19

20 **Section 6.6.1.**

21 In applying for new or open positions, the selected current employee will be given a thirty (30)
22 work day trial period. If the new job proves to be unsatisfactory to the employee, or the
23 supervisor determines the employee's performance to be unsatisfactory during that period, the
24 employee shall be reassigned to the formerly held position.
25

26 **Section 6.6.2.**

27 Pieces of work occurring during summer months when school is not in regular session, shall be
28 posted and awarded by seniority in a manner similar to pieces of work during the school year.
29

30 **Section 6.7. Special Bid Session.**

31 If a multiple group of routes are open and it is mutually agreed upon between the District and the
32 Association, a special bid session may occur to fill these routes. The meeting information will be
33 posted at least five (5) work days in advance and all drivers will be notified. Any drivers interested in
34 filling these routes or a route that may come open as a result of the special bid session must attend the
35 meeting. The thirty (30) work day trial period is waived for routes awarded at the special bid session.
36

37 **Section 6.8. Reassigned Time (Mechanics).**

38 Supervisors may reassign an employee to work another employee's regular awarded shift in their
39 absence. When employees are reassigned by their supervisor to work a shift regularly filled by a higher
40 classification the employee shall receive the rate of pay from Schedule A appropriate for the position
41 being assigned to and the assignee's years of service.
42
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1 **Section 6.9. Reassigned Time (Dispatcher).**

2 The following list shall be utilized during the 180-day school calendar year (September through June)
3 when the person occupying their position is absent or otherwise unavailable to perform the work. This
4 will occur without putting any of the employees into an overtime situation, unless the employee
5 obtains prior approval from the Supervisor and/or Assistant Supervisor.

- 6
- 7 • Dispatcher (Employee A)
- 8 • Driver Trainer/Assistant Dispatcher (Employee B)
- 9 • Assistant Dispatcher (Employee C)

10

11 In the event, the Dispatcher (Employee A) is unavailable to perform the duties of said position, the
12 Driver Trainer/Assistant Dispatcher (Employee B) will fill the position of Dispatcher (Employee A).

13

14 In the event the Driver Trainer/Assistant Dispatcher (Employee B) is unavailable to perform dispatch
15 duties, the Assistant Dispatcher (Employee C) will fill in for the Dispatcher (Employee A).

16

17

18 **ARTICLE VII**

19

20

21 **TRIPS, CANCELLATIONS, CHARTERS**

22

23 **Section 7.1. Trips.**

24 Trips are defined as any piece of work serving schools inclusive of, but not limited to, curricular, co-
25 curricular, or extra-curricular that do not occur on a daily, near daily or repetitive basis.

26

27 **Section 7.1.1.**

28 It is the responsibility of the driver to stay aware of any and all proceedings on the trip board.
29 All trip selections must be made by the driver who is requesting the trip.

30

31 **Section 7.1.2.**

32 Trips will be guaranteed a minimum of two (2) hours unless it overlaps paid clock time or there
33 is thirty (30) minutes or less between pieces of work. When a trip overlaps any paid clock time
34 or there is thirty (30) minutes or less between pieces of work, the paid time will continue
35 uninterrupted and the driver will be paid for actual time worked. When a trip which has a two
36 (2) hour guarantee is completed in less than two (2) hours the driver will be required to perform
37 other driver duties to fulfill the unused portion of the two (2) hour guarantee, or the driver may
38 choose to take the remaining time off and be paid only for actual time worked to the nearest
39 fifteen (15) minutes.

40

41 **Section 7.1.3.**

42 A trip cancellation is defined as a trip that involves a date change.

43

44 **Section 7.1.4.**

45 A trip reschedule is defined as a trip that involves a time change, but the date remains the same.



1 **Section 7.1.5.**

2 Employees who have completed their sixty (60) work day probationary period will be eligible
3 to sign up for trips; except, they may be assigned to trips before completing probation when
4 regular drivers are not available.

5
6 **Section 7.1.6.**

7 Drivers will be allowed to take consecutive trips if, and only if, there is a minimum of one (1)
8 hour of elapsed time from the scheduled return time of the first trip and the scheduled departure
9 of the second trip.

10
11 **Section 7.1.7.**

12 Drivers will not be allowed to cancel a regular trip in order to accept a more desirable late trip.

13
14 **Section 7.1.8.**

15 In order to take a trip, the driver must have completed their last piece of work prior to the trip
16 unless the period between their last piece of work and the trip was interrupted by non-
17 workdays.

18
19 **Section 7.1.9.**

20 A driver may not bid on or drive a trip while on any leave.

21
22 **Section 7.2. Regular Trips.**

23 Regular trips are defined as any trip request received by 11:00 a.m. on the Wednesday preceding the
24 next week's schedule and will be posted on the trip board that same day.

25
26 **Section 7.2.1.**

27 If a holiday, student non-attendance day, or extraordinary circumstances should occur on
28 Thursday or Friday, the Wednesday requirement for that week will be waived and regular trips
29 will be posted twenty-four (24) hours prior to the last school day of the week, pulled and
30 awarded after 12:00 noon on the last school day of the week.

31
32 **Section 7.2.2.**

33 On the first day of the regular school calendar, the rotation shall begin with the most senior
34 driver. Drivers will be assigned a sequential number as they are awarded trips. These numbers
35 are assigned to maintain proper rotation due to possible trip cancellations. Drivers who have
36 not signed up will be passed over and remain in regular trip rotation.

37
38 **Section 7.2.3.**

39 The regular trip list will be pulled after 12:00 noon on Friday preceding the next week's
40 schedule and awarded that same day.

41
42 **Section 7.2.4.**

43 If the user cancels a regular trip, the awarded driver will have first selection on the next regular
44 trip list. If more than one regular trip is cancelled by the user during the trip week, then the
45 assigned sequential numbers will determine the selection order for the next regular trip list. The
46 driver(s) will also remain in the regular trip rotation. If there are not enough trips in that week
47 the driver(s) will carry over to the next week's trip list.



1 **Section 7.2.5.**

2 If an awarded regular trip is rescheduled, the driver will be notified and have the option of
3 taking that trip. If the driver chooses not to take that trip, it will be treated as a driver
4 cancellation.

5
6 **Section 7.3. Late Trips.**

7 Late trips are defined as any trip request not received by 11:00 a.m. on the Wednesday preceding the
8 next week's schedule and will be posted on the trip board as soon as possible in an attempt to allow a
9 minimum of twenty-four (24) hours notice.

10
11 **Section 7.3.1.**

12 If a holiday, student non-attendance day, or extraordinary circumstances should occur on
13 Thursday or Friday, the Wednesday requirement for that week will be waived.

14
15 **Section 7.3.2.**

16 Late trips shall be awarded on a rotating seniority basis. Drivers will be assigned a sequential
17 number as they are awarded trips. These numbers are assigned to maintain proper rotation due
18 to possible trip cancellations. Drivers who have not signed up will be passed over and remain in
19 late trip rotation.

20
21 **Section 7.3.3.**

22 The late trip list will be pulled after the time designated on the posting and awarded that same
23 day. Regular trips previously awarded shall take precedence.

24
25 **Section 7.3.4.**

26 If the user cancels a late trip, the awarded driver will have first selection on the next late trip
27 list. If more than one late trip is cancelled by the user during the late trip list, then the assigned
28 sequential numbers will determine the selection order for the next late trip list. The driver(s)
29 will also remain in the late trip rotation. If there are not enough trips in that week the driver(s)
30 will carry over to the next week's trip list.

31
32 **Section 7.3.5.**

33 If an awarded late trip is rescheduled, the driver will be notified and have the option of taking
34 that trip. If the driver chooses not to take that trip, it will be treated as a driver cancellation.

35
36 **Section 7.4. Emergency Trips.**

37 Emergency trips are defined as any trip request received two (2) hours or less prior to report time.
38 These trips will be awarded by seniority unless report time is thirty (30) minutes or less from receipt of
39 trip request.

40
41 **Section 7.4.1.**

42 Emergency trips shall be awarded on a rotating basis as time allows. Drivers will be assigned a
43 sequential number as they are awarded trips. These numbers are assigned to maintain proper
44 rotation due to possible trip cancellations. Drivers who have not signed up will be passed over
45 and remain in emergency trip rotation.



1 **Section 7.5. Canceled Trips.**

2 If an awarded driver cancels a trip it will be offered to the next available driver who has signed up to
3 take that particular trip. If there are no available drivers who have signed up for the trip, then it will be
4 awarded to substitutes.

5
6 **Section 7.6. Notification After Cancellation.**

7 If the user cancels a trip after arrangements have been made with the trip driver and replacement
8 driver, the drivers will be notified to return to their normal work schedule. If such arrangements cannot
9 be made, the awarded driver will be paid and be required to perform other duties as assigned for the
10 affected portion of their normal work schedule. The driver may choose to take the remaining time off
11 and be paid only for actual time worked. Drivers so affected retain their rights under Section 7.2.4 and
12 Section 7.3.4.

13
14 **Section 7.6.1.**

15 User cancellation is not applicable once the trip bus has left with students for destination.
16

17 **Section 7.7. Natural Disasters.**

18 In the event of natural disasters or emergency situations, the best interests of the District and its
19 students must be the highest priority. Occurrences may be such that a trip driver may be required to
20 attend to his or her regular route duties and forego his or her trip. Agreeable compensation will be
21 handled on an individual basis.
22

23 **Section 7.8. Trip Accommodations.**

24 On trips scheduled for twelve (12) hours or more of on duty time, the District will be responsible for
25 accommodations, which may include, but are not limited to, breaks, meals, and/or lodging, depending
26 on driver's scheduled duties. Once trips have been awarded, it will be the driver's responsibility to
27 verify with the supervisor which applicable accommodations have been secured.
28

29 **Section 7.9. Charter Buses or Vans/SUV-Type Vehicles. (Outside Circle)**

30 The district may use charter buses or vans/SUV-type vehicles for:

- 31
32 a. state and regional tournaments (charters will not be used for rooster buses);
33
34 b. emergencies (when no buses or drivers are available); or
35
36 c. trips that are over the mileage limit as shown on the mutually agreed upon map that is attached to
37 this agreement (using the distance north to the Canadian/US border as the radius for the circle).
38

39 All charter bus or vans/SUV-type vehicle requests must be made through the transportation
40 department.
41

42 **Section 7.10. Use of Vans/SUV-Type Vehicles. (Inside Circle)**

43 If more than three (3) district vans/SUV-type vehicles are utilized in one (1) day, a Kelso School
44 District transportation driver shall be offered to drive after the 3rd trip. Up to two (2) vans/SUV-type
45 vehicles may be used per event. Van/SUV-type vehicle requests will be made through the
46 transportation department.
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ARTICLE VIII

HOLIDAYS AND VACATION

Section 8.1. Holidays.

All employees shall receive the following paid holidays that fall within employees' regularly-scheduled work year:

- | | |
|---------------------------|----------------------------------|
| 1. Labor Day | 7. New Year's Eve |
| 2. Veterans' Day | 8. New Year's Day |
| 3. Thanksgiving Day | 9. Martin Luther King's Birthday |
| 4. Day after Thanksgiving | 10. Presidents' Day |
| 5. Christmas Eve | 11. Memorial Day |
| 6. Christmas Day | 12. Juneteenth |
| | 13. Independence Day |

Section 8.2. Holidays During Vacation.

When an employee is on vacation when a holiday occurs, the employee will not be deducted a vacation day for the holiday.

Section 8.3. Unworked Holidays.

Employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on paid status on his/her last scheduled shift before or the first scheduled shift after the holiday shall be eligible for pay for such unworked holiday.

Section 8.4. Worked Holidays.

If an employee works on a recognized holiday, he/she shall receive double (2) times his/her regular rate plus the holiday pay.

Section 8.5. Vacation.

Upon completion of the following listed years of service in a vacation eligible position, each twelve (12) month employee shall be granted the listed number of paid vacation days annually. The first ten (10) days will be taken at the employee's request. Additional earned vacation will be upon the mutual agreement between the employee and administration.

<u>Years</u>	<u>Vacation Days</u>
1-4	10
5-9	15
10	16
12	18
13	19
14-19	20
20-24	22
25 or more	24

Section 8.6. Vacation Eligible Position.

Employees working one thousand six hundred (1600) hours per year or more will qualify for pro-rated vacation benefits.



1 **Section 8.7. Pro-Rated Vacation.**

2 Twelve (12) month employees who are terminated or quit shall receive pro-rated accumulated vacation
3 benefits. The full-time work year shall be no less than two hundred, sixty days per calendar year.
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7 **ARTICLE IX**

8 **LEAVES**

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11 **Section 9.1. Personal Sick Leave.**

12 Each employee shall be granted one (1) day of sick leave for each calendar month worked; provided,
13 however, that no employee shall accumulate less than ten (10) days of sick leave per school year. Sick
14 leave shall be vested when earned. An employee who works eleven (11) work days in any calendar
15 month will be given credit for the full calendar month. Compensation may not be allowed for
16 accumulated sick leave at the time the employee leaves the employment of the District unless the
17 employee is eligible pursuant to the provisions of RCW 28A.400.210. However, accumulated leave is
18 transferable from one district to another district within the state of Washington. Employees transferring
19 from other districts within the state will be credited with sick leave they have previously accumulated.
20 Sick leave accumulated by an employee at the time of leaving the service of the District on a leave of
21 absence may be reinstated only when he/she returns to employment in the District immediately
22 following expiration of the granted leave of absence. Physical disablement caused by pregnancy,
23 childbirth and recovery there from, shall be considered a form of illness for the purposes of this leave.
24

25 **Section 9.1.1. Substitute Sick Leave.**

26 Each substitute employee shall accrue one hour of paid sick leave for every forty (40) hours
27 worked. A maximum of forty (40) hours of sick leave may be carried over into the following
28 year. As per initiative 1433.
29

30 **Section 9.1.1.2. Family Illness Leave.**

31 Upon request, leave shall be granted when necessary for any health condition requiring
32 treatment or supervision of an employee's dependent child under the age of eighteen (18) or
33 child of the employee who is over eighteen (18) who is incapable of self-care. Upon request,
34 leave may be granted when necessary for a serious health condition or an emergency condition
35 in the immediate family. Immediate family shall be understood to include any dependent
36 member of the household, spouse, domestic partner*, parent, parent-in-law, grandparent,
37 grandchild, child, child's spouse, or sibling. The superintendent, at his or her discretion, will
38 request such verification of family illness as he/she deems advisable. Each employee shall be
39 entitled to use a choice of accrued sick leave or other paid leave. An employee may not take
40 advance leave until it has been earned. The District shall not discharge, threaten to discharge,
41 demote, suspend, discipline or otherwise discriminate against an employee who uses this leave.
42

43 *Register with Kelso School District by completion of affidavit.
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1 **Section 9.1.2. Emergency Leave.**

2 Upon request, emergency leave shall be granted for a total of five (5) days in any one (1) year.
3 Such leave shall be deducted from accumulated sick leave. Emergencies are defined as those
4 situations which cannot be dealt with outside of work hours which are unplanned and which
5 require the individual to absent himself/herself from his/her duties. Emergencies are not
6 defined as injury or sickness to the person.
7

8 **Section 9.1.3. Sick Leave Buy-Back Program (Remuneration for Unused Sick Leave).**

9 In January of the year following any year in which a minimum of sixty (60) days of leave for
10 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an
11 option to receive remuneration for unused leave for illness or injury accumulated in the
12 previous year at a rate equal to one (1) day's monetary compensation of the employee for each
13 four (4) full days of accrued leave for illness or injury in excess of sixty (60) days.
14

15 **Section 9.1.3.1**

16 At the time of separation from employment, an employee who is eligible pursuant to the
17 provisions of RCW 28A.400.210 shall receive remuneration at a rate equal to one day's
18 current monetary compensation of the employee for each four (4) full days accrued sick
19 leave. Leave for illness or injury for which compensation has been received shall be
20 deducted from accrued leave for illness or injury at the rate of four (4) days for every one
21 (1) day's monetary compensation.
22

23 **Section 9.1.3.2. Attendance Incentive.**

24 At the end of March and August, the District shall provide compensation (as outlined
25 below) to any employee who has been employed for the entire first half of the school year
26 and/or the entire last half of the school year and who has not used any leave days from
27 Article IX, Section 9.1, Sick Leave; 9.1.1, Family Leave; Section 9.1.2, Emergency Leave;
28 Section 9.3, Personal Leave; Section 9.6, Industrial Insurance or Section 9.11,
29 Uncompensated Leave. Sick leave buy back does not affect this provision. For year-round
30 employees, summer break is exempt from this benefit.
31

Occurrences Per Semester	Compensation
0-3	\$250
4	\$200
5	\$150

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38 **Section 9.2. Bereavement Leave.**

39 Up to five (5) days of non-deducted, paid leave will be allowed for each occurrence at the time of
40 death (exceptions may be granted by the superintendent or their designee) for each of the following
41 family members: spouse, domestic partner*, mother (step and in-law included), father (step and in-law
42 included), children (step and in-law included), brother (step and in-law included), sister (step and in-
43 law included), aunt, uncle, niece, nephew, grandfather, grandmother, and grandchild.
44

45 *Register with Kelso School District by completion of affidavit.
46
47
48



1 **Section 9.3. Personal Leave.**

2 Each employee shall be granted two (2) days of personal business leave each year of the contract.
3 Personal business leave shall be subject to the following restrictions:

- 4
- 5 1. A one (1) day notice will be given, if possible.
 - 6
 - 7 2. A minimum of ten (10) work days written request, prior approval may be given to use personal
8 leave days to extend a school holiday, student non-attendance day, or vacation; provided, no more
9 than ten percent (10%) of staff at the transportation department may be gone on any one (1) day.
10 Any fraction will be rounded up to the next higher number;
 - 11
 - 12 3. Employees hired after January 1 shall be granted one (1) day of personal business leave in the
13 school year they are hired;
 - 14
 - 15 4. Such leave shall be subject to the needs of the District, the availability of qualified substitute
16 drivers, the approval of the supervisor on a first come first served basis;
 - 17
 - 18 5. A separate leave bank will be available for personal leave and personal leave balances will be
19 available to view online.
 - 20
 - 21 6. Two (2) unused personal leave days may be cashed out at the daily per diem rate at the end of the
22 year or be carried over to the following year. A maximum of four (4) personal leave days may be
23 accrued and utilized in one (1) year.
 - 24
 - 25 7. Personal leave must be used in full day increments.

26

27 **Section 9.4. Anticipated Medical Leave.**

28 For planned surgeries or anticipated disablement which will necessitate sick leave usage, the effected
29 employee shall notify his/her immediate supervisor a reasonable time before the leave is requested.

30

31 **Section 9.5. Judicial Leave.**

32 In the event an employee is summoned to serve as a juror, subpoenaed or is named as a codefendant
33 with the District, such employee shall receive a normal day's pay for each day of required presence.
34 Any compensation received for such service shall be kept by the employee. In the event that an
35 employee is released from jury duty prior to the conclusion of their shift, the employee will be
36 expected to return to his/her shift. Employees will be expected to work a total of eight (8) hours, or
37 their regular shift, inclusive of all jury duty hours' served.

38

39 **Section 9.6. Industrial Insurance.**

40 Employees who are absent for reasons that are covered by industrial insurance and receive time loss
41 benefits can choose from the following options:

- 42
- 43 1. Elect to reimburse "buy back" hours of accrued sick leave benefits that were provided by the
44 District. This amount will be the difference between the amount paid by the District and the
45 amount paid by Workers' Compensation to equal an amount the employee would normally
46 earn.
 - 47 2. Elect to only receive time loss benefit from Workers' Compensation.



3. Elect to receive time loss benefit from Workers' Compensation plus full wages by utilizing accrued sick leave from the District.
4. Elect to receive time loss benefit from Workers' Compensation plus full wages by utilizing accrued vacation leave from the District.

Employees may change their election at a later date and any future change will be effective from that date forward.

Section 9.7. Family and Medical Leave Act/Washington Paid Family Leave ("FMLA" or "PFML" leave).

Employees that are participating in FMLA, PFML and/or, leave sharing must contact the Human Resource office to determine for which leave they qualify and to ensure that the leave complies with the law. Options will be presented so that the employee (s) will make an informed decision about what works best for the individual situation.

Family Medical Leave Act (FMLA).

The District will comply with provisions of the law when administering leave under FMLA. The District shall not discharge, threaten to discharge, demote, suspend, discipline or otherwise discriminate against an employee who uses this leave.

Washington Paid Family and Medical Leave.

Washington Paid Family Medical Leave (PFML) will be provided according to all regulations and offer the greatest benefit(s) to employees. The District will comply with provisions of the law when administering leave under Washington PFML. Paid Family Medical Leave premiums will be split fifty/fifty between employee and employer.

Section 9.8. Leave Sharing.

Employees will be allowed to participate in leave sharing pursuant to RCW 28A.400.380 and WAC 392.126 and District Policy 5406.

Section 9.9. Leave Accrued.

Each pay period, the District provides accumulated sick and annual leave balances electronically.

Section 9.10. Leave of Absence.

Upon recommendation of the immediate supervisor through administrative channels to the superintendent, and upon approval of the board of directors, an employee may be granted an extended leave of absence for a period not to exceed one (1) year.

Section 9.10.1.

The employee granted a leave of absence without a guarantee will, if reinstated, be assigned insofar as possible to a position equivalent in duties and salary to that held at the time the request for leave of absence was approved. In filling of vacancies, the District shall give first consideration to employees on layoff status, followed by employees returning from leave of absence.

If given a guaranteed leave of absence, the returning employee will be assigned to the position occupied before the leave of absence. Employees hired to fill positions of employees on leave



1 of absence will be hired for a specific period of time, during which they shall be subject to all
2 provisions of this agreement.

3
4 **Section 9.10.2.**

5 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
6 on leave of absence. However, vacation credits and sick leave shall not accrue while the
7 employee is on leave of absence.

8
9 **Section 9.11. Uncompensated Leave.**

10 Uncompensated leave may be granted by the superintendent or superintendent's designee upon written
11 request and pre-approval in the event of an emergency or hardship. Additional documentation may be
12 required by the district. Unapproved uncompensated leave may be subject to disciplinary action as set
13 forth in Article XI of this agreement.

14
15 **Section 9.12. Authorized Purposes & Limitations.**

16 Each employee will utilize personal sick leave pursuant to RCW 49.46.210.

17
18
19
20 **ARTICLE X**

21
22 **SENIORITY, PROBATION AND LAYOFF PROCEDURES**

23
24 **Section 10.1. Seniority.**

25 Seniority, as referenced herein, means seniority within the employee's current job classification in
26 which the employee has worked as a regular, not substitute, District employee. Seniority begins on the
27 employee's first day of regular employment in the specific job classification unless such seniority shall
28 be lost as hereinafter provided. In the event more than one person is hired on a given date, the date of
29 the authorized school bus driver's certificate will be used as the seniority date.

30
31 **Section 10.2. Hire Date.**

32 Hire date is defined as the employee's earliest date of continuous regular, not substitute, employment in
33 the District.

34
35 **Section 10.3. Seniority Application.**

36 Any assignment to bargaining unit work that does not follow the seniority application shall be
37 discussed with the Association president, or vice president, prior to awarding the assignment. Such
38 discussions shall not be construed as negotiations under the terms of Article XVI. If the employee
39 requests, the District will set forth, in writing, its reasons for awarding an assignment to a junior
40 employee.

41
42 **Section 10.3.1.**

43 When an employee is bypassed for a trip or temporary vacancy and requests to make up the
44 hours missed, the employer will provide an equivalent number of hours up to the number
45 missed and the employee will perform work reasonably related to the employee's job
46 description. This may include cleaning buses, assisting in the transportation office, assisting in
47 the garage/shop, or other mutually agreed upon work. Such work will be performed at a time
48 mutually agreeable between the employee and supervisor, but not later than the close of the



1 next full pay period. The employee will receive the rate of pay for which he or she was eligible
2 at the time of the bypass.

3
4 **Section 10.4. Probationary Period.**

5 Each new hire shall remain in a probationary status for a period of not more than sixty (60) work days
6 following the hire date. During this probationary period, the District may discharge such employee at
7 its discretion. (See Section 6.6.1 regarding current employees trial period.)

8
9 **Section 10.5. Seniority.**

10 No employee who has acquired seniority shall lose his/her seniority by reason of sickness, not to
11 exceed one (1) year unless extended by the board of directors. Otherwise, seniority shall be broken
12 only by discharge, voluntarily quit, or more than one (1) year layoff due to lack of work. In calling
13 employees back to work, the employee shall be given seven (7) calendar days' notice of recall to
14 his/her last known address. In the event the employee fails to report back to work within seven (7)
15 days, he/she shall lose all seniority rights.

16
17 **Section 10.6. Loss OF Seniority Rights.**

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

- 19
20 A. Resignation;
21 B. Discharge for justifiable cause;
22 C. Retirement;
23 D. Service within the district outside the bargaining unit including as a supervisor in excess of one (1)
24 calendar year.

25
26 **Section 10.7. Retention Of Seniority Rights.**

27 Seniority rights shall not be lost and shall accrue for the following reasons, without limitation:

- 28
29 A. Time on leave of absence granted for the purpose of involuntary service in the Armed Forces of the
30 United States;
31 B. Time spent on authorized leaves; or
32 C. Time spent in layoff status to a maximum of one (1) year.

33
34 **Section 10.8. Change in Status.**

35 An employee who chooses to change job classifications within the bargaining unit shall retain his/her
36 seniority date in the previous classification and shall also acquire a seniority date in the new
37 classification(s).

38
39 **Section 10.9. Termination Seniority.**

40 Employees who have lost a position due to the termination of a temporary assignment shall retain
41 seniority for a period of one (1) year from the date of termination of the temporary assignment.
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ARTICLE XI

DISCIPLINE AND DISCHARGE

Section 11.1. Just Cause.

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

If the District has reason to reprimand an employee, it shall be done in a manner which will not unreasonably embarrass the employee before other employees or the public.

ARTICLE XII

GRIEVANCE PROCEDURES

Section 12.1. Grievance.

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

Section 12.2. Grievance Steps.

Section 12.2.1.

The employee shall first discuss the grievance with his/her immediate supervisor. In this discussion, the employee must state it is an informal grievance. If the employee wishes, he/she may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within ten (10) work days of the occurrence of the grievance shall be invalid and subject to no further processing.

Section 12.2.2.

If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall submit to his/her immediate supervisor within ten (10) work days of the Section 12.2.1 discussion, a written statement of the grievance containing the following.

- A. The facts on which the grievance is based.
- B. A reference to the provisions in the agreement, which have been allegedly violated; and
- C. The remedy sought.

The employee shall submit the written statement of grievance to his/her immediate supervisor for reconsideration and shall submit a copy to the official in the administration responsible for personnel. The parties will have ten (10) work days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.



1 **Section 12.2.3.**

2 If no settlement has been reached within the ten (10) days referred to in the preceding
3 subsection, and the grievant and the Association believe the grievance to be valid, a written
4 statement of grievance shall be submitted within ten (10) work days to the District
5 superintendent or the superintendent's designee. After such submission, the parties will have
6 fifteen (15) work days from submission of the written statement of the grievance to resolve it
7 by indicating on the statement of grievance the disposition. If an agreeable disposition is made,
8 all parties to the grievance shall sign it.

9
10 **Section 12.2.4.**

11 If no settlement has been reached within the fifteen (15) days referred to in the preceding
12 subsection, and the grievant and the Association believe the grievance to be valid, the employee
13 may demand arbitration of the grievance. The grievance may be submitted by the Association
14 to final and binding arbitration. Such arbitration shall be conducted by an arbitrator under the
15 rules and administration of the American Arbitration Association. The parties to this agreement
16 shall then be bound by the rules and procedures of the American Arbitration Association, and
17 the decision of the arbitrator shall be final and binding. During the arbitration under this step,
18 neither the District nor the grievant will be permitted to assert any grounds not previously
19 disclosed to the other party. The arbitrator shall not have the power to alter, modify, amend,
20 add to, or subtract any of the terms of this agreement or substitute his/her judgment for that of
21 the parties.

22
23
24 **ARTICLE XIII**

25
26 **INSURANCE**

27
28
29 **Section 13.1. SEBB.**

30 The District shall provide benefits to eligible employees per SEBB program law (RCW 41.05.009).

31
32 **Section 13.2. Tools Replacement.**

33 The District shall replace or provide insurance to replace mechanics' personal tools lost by forcible
34 entry or fire. There shall be a fifty dollar (\$50.00) per year deductible on incidental losses, before the
35 District replaces tools. The mechanic shall be responsible to provide the transportation supervisor an
36 inventory of his/her personal tools.

37
38 **Section 13.3. Liability Coverage.**

39 The District shall provide tort liability coverage for all employees subject to this agreement while
40 working within the scope of their employment.



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ARTICLE XIV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 14.1. Member in Good Standing.

All employees in classifications subject to this agreement, on the effective date of this agreement, who are members of the Association in good standing, and all employees who thereafter become members of the Association in good standing shall maintain their membership in the Association in good standing during the period of this agreement unless membership is revoked through contact with the Association.

Section 14.2. Membership.

The District agrees to accept employee authorization of dues by paper form, voice-authorization and E-signature in accordance with “E-SIGN”. PSE will provide a list of those members who have agreed to union membership. The PSE Membership Department will be the custodian of the records related to dues authorization and agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe-keeping of those records.

The District will notify the Association of all new hires within ten (10) working days of the hire date.

The District and the Association will work collaboratively to ensure compliance with state law as it pertains to access to new employees for the purposes of presenting information about their exclusive bargaining representative.

Section 14.3. Checkoff.

Upon written authorization of any public employee within the bargaining unit, the District shall deduct from the pay of such public employee the monthly amount of dues, certified by the secretary of the Public School Employees of Washington / SEIU Local 1948 (PSE), or any agency fee so certified in appropriate cases, and shall transmit the same to the treasurer of PSE. The District shall also deduct an amount equal to PSE dues in the case of any employee whose claim of religious non-association has been approved by PSE or the Public Employment Relations Commission (PERC), and shall remit the amount to a non-religious charity approved by PSE or PERC. The District shall deduct local dues as established by the local PSE chapter and remit the same to the treasurer of the local PSE chapter. Local chapter dues shall not be deducted from the pay of agency fee payers or religious objectors.

Section 14.4. Committee on Political Empowerment (COPE) – Political Action Committee.

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Association. Section 14.7 of the Collective Bargaining Agreement shall apply to these deductions. The employee may revoke the request at any time. At least annually, the employee shall be notified by the PSE State Office about the right to revoke the request.

Section 14.5. Hold Harmless.

The Association will indemnify, defend, and hold the District harmless against any claims, suits, orders, and/or judgments against the District on account of any checkoff of Association dues or voluntary political contributions.



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ARTICLE XV

SALARIES AND RETIREMENT

Section 15.1. Wage Rates.

See Schedule A, attached hereto and by this reference incorporated herein, for bargaining unit wage rates.

For 2021 - 2022 hourly wages will be increased by five and twenty-six one-hundredths percent (5.26%). For each subsequent year for the duration of this contract hourly wages will be increased two and three-quarters percent (2.75%) or the Implicit Price Deflator (IPD) set by the State of Washington, whichever is greater. Additionally, beginning September 1, 2018, employees who have completed thirty (30) years with the District or as provided in Article 16, shall receive a one-time longevity bonus of two thousand (2,000) dollars.

Section 15.1.1.

Incremental steps shall be effective September 1 annually when applicable. In determining when an employee is eligible for an incremental step, if such employee's hire date is prior to January 1, they shall be eligible for an incremental step in September. If an employee's hire date is not prior to January 1, such employee shall not be credited with a year's service until the subsequent year.

Section 15.2. Fees.

Employees will be reimbursed for Commercial Driver's License examination and renewal fees, school bus driver endorsement examination and renewal fees, and other licenses, permits and endorsement fees (excluding basic driver's license) which are required by the District or state as a condition of continued employment. For newly hired, probationary employees and substitutes, 50% reimbursement will be made upon proof of successful passage of examination and 50% upon completion of a minimum of sixty (60) days of service to the District. The employer shall also pay for required first aid training, physicals and applicable drug screen fees. Employees shall be paid one (1) hour at their regular rate of pay, at minimum, for time necessary to complete required drug screens. Employees shall be paid two (2) hours at their regular rate of pay for time necessary to complete required physicals. Reimbursement for fingerprinting fee(s) will be made upon completion of a minimum of sixty (60) days of service to the District.

Section 15.3. Coveralls.

Coveralls shall be furnished and laundered by the District for all employees in the mechanic and fueler classifications. Upon driver's request, rain gear and gloves will be provided by the District for the purpose of fueling.

Section 15.4. Prorated Salary.

The employee's base salary shall be pro-rated over twelve (12) months except extra work, trips and overtime to be paid monthly.

Section 15.4.1.

Base salary is defined as bid day guaranteed route time and will be pro-rated over twelve (12) months. Work posted and awarded after bid day for at least sixty (60) work days may be



1 pro-rated at the employee's request. All other work less than sixty (60) work days will be paid
2 off the timesheet.

3
4 **Section 15.4.1.1.**

5 Employees will receive benefits on awarded hours if the eligibility requirements are
6 met.

7
8 **Section 15.5. Pay Schedule.**

9 Employees shall be paid on the last weekday of each month; except, if the last weekday of the month is
10 an observed state holiday, then payday will be the preceding weekday, unless the parties agree
11 otherwise on an alternate date.

12
13 **Section 15.6. Retirement System.**

14 The District agrees to provide Washington Public Employees Retirement System to all eligible
15 employees as per RCW 41.40.

16
17 **Section 15.7. Tool Reimbursement.**

18 The lead mechanic and mechanic shall be reimbursed, upon providing tool receipts, up to seven
19 hundred and fifty dollars (\$750.00) per year for costs incurred due to the purchase of new tools or the
20 replacement of worn tools.

21
22 **Section 15.8. Required Meetings.**

23 Employees will receive their regular hourly rate of pay when attending District required meetings, in-
24 service, or training. Employees may be required to attend trainings on school scheduled in-service days
25 and will be given at least (20) work days advance notice. All other required meetings will be given as
26 much advance notice as possible.

27
28 **Section 15.9. Trainings.**

29 Employees attending training courses or seminars requested by the employee and approved by the
30 District will suffer no loss of regular salary, if the course requires them to attend on their regular
31 school employment time, but no salary payment will be made for any time an employee would not
32 have regularly worked; however, expenses incurred for transportation and/or training course fees will
33 be paid by the school district.

34
35 **Section 15.9.1. Driver Training.**

36 Employees who successfully complete the initial driver training shall be paid for a maximum of
37 40 hours at Step 1 driver rate. Following successful initial driver training and licensure, a
38 maximum of 20 hours at Step 1 driver rate will be paid for field driver training.

39
40 **Section 15.10. Wages During Reassignment.**

41 In the event an employee works in a position calling for a rate of pay different from his or her regular
42 rate of pay, he or she shall be compensated at the rate established below.

43
44 A. **Working in a Lower Classification.** Employees who work in a lower classification will be paid as
45 follows:

- 46
47 1. **One (1) to Five (5) Days (Subbing).** If the position is lower in pay, the employee's regular
48 rate.

1 2. More than Five (5) Days (Bidding). If the position is lower in pay, the lower rate.

2
3 B. Working in a Higher Classification. Employees who work in a higher classification will be paid as
4 follows:

- 5
6 1. If the work is higher in pay, the higher rate will be paid for actual time worked if less than
7 three (3) hours per day; or
8
9 2. If the time worked is three (3) hours or more per day, the higher rate will be paid for all hours
10 worked that day, excluding trips.
11
12
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14 ARTICLE XVI

15 TRANSFER OF PREVIOUS EXPERIENCE

16 Section 16.1. New Hire.

17
18 Any new hire employed by a school district in the State of Washington at least ninety (90) days
19 prior to their hire in the district and who is hired to perform work similar to that in which he/she
20 was previously engaged, shall be given longevity credit in the District in accordance with this
21 article.
22
23

24 Section 16.2. Longevity Within State.

25 Pursuant to RCW 28A.400.300, when an employee leaves one school district within the state and
26 commences employment with another school district within the state, the employee shall retain the
27 same longevity, leave benefits and other benefits that the employee had in his or her previous
28 position: PROVIDED, that employees who transfer between districts shall not retain any seniority
29 rights other than longevity when leaving one school district and beginning employment with
30 another. If the school district to which the person transfers has a different system for computing
31 leave benefits, and other benefits, then the employee shall be granted the same longevity, leave
32 benefits and other benefits as a person in that district who has similar occupational status and total
33 years of service. Employees are responsible for providing the proper documentation to the district.
34

35 Section 16.2.1.

36 The restoration of longevity also applies to former Kelso School District employees
37 returning to employment with the Kelso School District.
38

39 Section 16.3. Longevity Credit.

40 The longevity credit so transferred shall be applicable to all benefits herein including Schedule A,
41 except the seniority provisions.
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ARTICLE XVII

TERM AND SEPARABILITY OF PROVISIONS

Section 17.1. Terms.

The term of this agreement shall be September 1, 2021 to August 31, 2025.

Section 17.2. Open If Mutual Consent.

This agreement shall be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that the agreement shall be reopened annually to renegotiate salaries and medical and insurance benefits; and provided further, that all state funds for classified salaries shall be passed through for each year of this agreement. This agreement shall be reopened as necessary to consider the impact of any legislation enacted following the execution of the agreement.

Section 17.2.1.

The District and the Association agree to reopen each year of this agreement to negotiate Section 15.1 Wages and Section 13.

Section 17.3. Invalid Provisions.

If any provision of this agreement or the application of any such provision is held invalid, the remainder of this agreement shall not be affected thereby. Such invalid provision(s) shall be renegotiated upon written notice by either party within thirty (30) calendar days.

Section 17.4. Notification of Intent.

At least ninety (90) days prior to the expiration of this agreement, the Association must send notice, in writing, to the District of its intention to negotiate another agreement.

Section 17.5. Compliance.

The Association agrees that during the term of this agreement, neither the Association nor its members will authorize, instigate, or engage in a strike, sit-down, slowdown, or picket against the District. The Association agrees that, in the event of a violation of this clause, it will take steps as are necessary and reasonable to bring about compliance with the terms of this agreement.



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2
3 **SIGNATURE PAGE**
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8 PUBLIC SCHOOL EMPLOYEES
9 OF WASHINGTON/SEIU LOCAL 1948
10

11
12 PUBLIC SCHOOL EMPLOYEES
13 OF KELSO TRANSPORTATION
14

KELSO SCHOOL DISTRICT #458

15
16 BY: Darlene Dalglish
17 Darlene Dalglish, Chapter President
18

15
16 BY: Mike Haas
17 Mike Haas, President, School Board
18

19
20 DATE: July 9 2021
21

19
20 DATE: 7/22/2021
21

22
23 BY: Mary Beth Tack
24 Mary Beth Tack, Superintendent
25

26
27 DATE: 7-11-21
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Schedule A
 Kelso School District #458
 Transportation
 September 1, 2021 – August 31, 2022

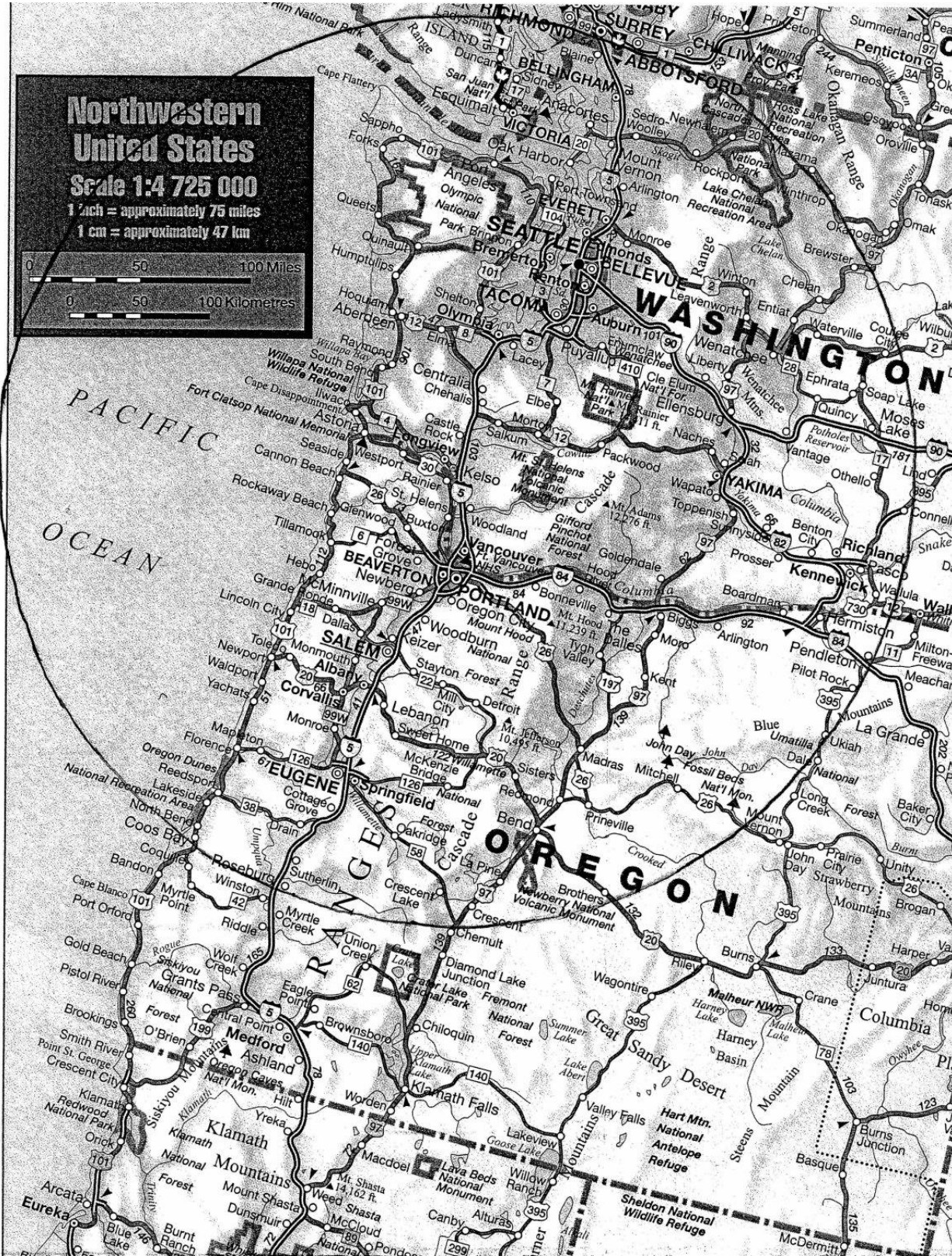
Kelso Transportation - Years of Service

	0-1	2-3	4-6	7-9	10-12	13-16	17-19	20-24	25-26	27+
Lead Mechanic	\$ 32.70	\$ 32.87	\$ 33.22	\$ 33.59	\$ 33.94	\$ 34.27	\$ 34.43	\$ 34.62	\$ 35.64	\$ 36.00
Mechanic	\$ 30.77	\$ 30.93	\$ 31.27	\$ 31.65	\$ 32.00	\$ 32.34	\$ 32.50	\$ 32.69	\$ 33.66	\$ 34.00
Mechanic Helper	\$ 24.49	\$ 24.85	\$ 25.19	\$ 25.54	\$ 25.87	\$ 26.24	\$ 26.38	\$ 26.57	\$ 27.38	\$ 27.65
Dispatcher	\$ 23.57	\$ 24.03	\$ 24.52	\$ 24.97	\$ 25.42	\$ 25.90	\$ 26.12	\$ 26.35	\$ 27.16	\$ 27.43
Driver Trainer/Assistant Dispatcher	\$ 24.10	\$ 24.53	\$ 24.92	\$ 25.33	\$ 25.70	\$ 26.09	\$ 26.30	\$ 26.51	\$ 27.31	\$ 27.59
Assistant Dispatcher	\$ 23.14	\$ 23.55	\$ 23.95	\$ 24.34	\$ 24.70	\$ 25.12	\$ 25.32	\$ 25.49	\$ 26.27	\$ 26.54
Driver Trainer	\$ 25.10	\$ 25.49	\$ 25.90	\$ 26.30	\$ 26.69	\$ 27.07	\$ 27.28	\$ 27.50	\$ 28.34	\$ 28.62
Regular Driver	\$ 23.05	\$ 23.52	\$ 23.98	\$ 24.42	\$ 24.89	\$ 25.36	\$ 25.60	\$ 25.82	\$ 26.59	\$ 26.85
Fueler	\$ 19.37	\$ 19.77	\$ 20.14	\$ 20.52	\$ 20.93	\$ 21.29	\$ 21.49	\$ 21.69	\$ 22.33	\$ 22.55
Substitute Driver	\$ 23.05									

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Map referenced in Section 7.8, Charter Buses or Vans/SUV-Type Vehicles.



**Kelso School District
Classified Performance Evaluation Report**

Year: _____ (ex: 2005-06)	<u>Evaluation Type:</u>
Name (First & Last) _____	<input type="checkbox"/> Probationary <input type="checkbox"/> Annual <input type="checkbox"/> Change of Status
Job Title: _____	Location: _____

EVALUATION CRITERIA:

Meets Area Doesn't
 Expecta- for Meet
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 tions

1. Job Knowledge/Job Performance			Evaluator's Comments/Growth Plan
a. performs assigned duties	<input type="checkbox"/>	<input type="checkbox"/>	
b. manages time efficiently	<input type="checkbox"/>	<input type="checkbox"/>	
c. has a working knowledge and understanding of the job	<input type="checkbox"/>	<input type="checkbox"/>	
d. demonstrates skill level appropriate to the job	<input type="checkbox"/>	<input type="checkbox"/>	
e. successfully completes recommended training	<input type="checkbox"/>	<input type="checkbox"/>	
2. Quality of Work / Quantity of Work			
a. works productively and efficiently	<input type="checkbox"/>	<input type="checkbox"/>	
b. anticipates what needs to be done and follows through	<input type="checkbox"/>	<input type="checkbox"/>	
c. completes assigned paperwork and forms accurately and in a timely fashion	<input type="checkbox"/>	<input type="checkbox"/>	
d. shows pride and interest in work	<input type="checkbox"/>	<input type="checkbox"/>	
e. is accurate and shows attention to detail	<input type="checkbox"/>	<input type="checkbox"/>	
f. finishes assigned tasks within allotted time	<input type="checkbox"/>	<input type="checkbox"/>	
g. handles multiple responsibilities effectively	<input type="checkbox"/>	<input type="checkbox"/>	
3. Attendance			
a. has consistent and regular attendance	<input type="checkbox"/>	<input type="checkbox"/>	
b. begins and ends work at the designated times	<input type="checkbox"/>	<input type="checkbox"/>	
c. is punctual to assigned duties	<input type="checkbox"/>	<input type="checkbox"/>	
4. Interpersonal Skills			
a. treats students, staff and community with dignity and respect and builds positive relationships	<input type="checkbox"/>	<input type="checkbox"/>	
b. works collaboratively with others	<input type="checkbox"/>	<input type="checkbox"/>	
c. fosters a positive working environment	<input type="checkbox"/>	<input type="checkbox"/>	
d. assists others with their tasks when appropriate	<input type="checkbox"/>	<input type="checkbox"/>	



5. Communication Skills			
a. exchanges information accurately & appropriately	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. communicates clearly, effectively & professionally	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. understands & responds appropriately to written and verbal communication	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. listens attentively & indicates understanding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Problem-Solving / Initiative			
a. demonstrates initiative and ability to deal with non-routine and emergency situations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. exhibits creative thinking and problem-solving skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. applies problem-solving skills effectively	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. uses good judgment & makes decisions appropriate to the situation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Adaptability			
a. is flexible and able to multi-task as needed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. adjusts to new assignments or working conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. is receptive to supervisor's suggestions and directions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Independence / Self-Motivation			
a. performs assigned tasks with minimal supervision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. is self-motivated toward assigned tasks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Professionalism			
a. reacts & responds to all situations appropriately	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. maintains confidentiality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. follows district policy/procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. perpetuates the characteristics of a positive role model	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. supports the goals of the district	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Safety			
a. understands and applies appropriate safety procedures and practices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. maintains orderliness and cleanliness of work area(s) and equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. work attire meets the safety requirements of the position	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



1 MEMORANDUM OF UNDERSTANDING

2
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT
4 BETWEEN PUBLIC SCHOOL EMPLOYEES OF KELSO TRANSPORTATION, AN AFFILIATE OF
5 PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, AND THE KELSO
6 SCHOOL DISTRICT # 458 PURSUANT TO ARTICLE XVII, SECTION 17.2 OF THE CURRENT
7 COLLECTIVE BARGAINING AGREEMENT.

8
9 Whereas the spread of COVID-19 continues to affect the health and safety of classified employees, the
10 parties agree to the following:

- 11
12 • During the 2021-22 school year, the District will provide employees with paid administrative
13 leave due to COVID-19 exposure while at work if employees are required to be quarantined, or
14 are awaiting test results, or test positive as a result of performing essential functions of their job
15 (as determined through District and/or Department of Health contact tracing).

16
17 This Memorandum of Understanding shall be effective upon signature; shall remain in effect until
18 August 31 2022; and shall be attached to the current Collective Bargaining Agreement.

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21 PUBLIC SCHOOL EMPLOYEES
22 OF WASHINGTON/SEIU Local 1948

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25 PUBLIC SCHOOL EMPLOYEES
26 OF KELSO TRANSPORTATION

KELSO SCHOOL DISTRICT #458

27
28
29 BY: Darlene Dalglish
30 Darlene Dalglish, Chapter President

31 BY: Mary Beth Tack
32 Mary Beth Tack, Superintendent

33
34 DATE: 9/22/21

35
36
37 DATE: 9-12-21

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF KELSO TRANSPORTATION, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, AND THE KELSO SCHOOL DISTRICT NO. 458. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

Public School Employees of Kelso Transportation and the Kelso School District agree to participate in the VEBA Health Reimbursement Plan for retirement/separation from service sick leave cash-out pursuant to RCW 28A.400.210, VEBA plan rules, and IRS regulations. Eligible employees must sign and submit to the District a hold harmless agreement as required by RCW 28A.400.210.

This Letter of Agreement shall be retroactive to September 1, 2022; shall remain in effect until August 31, 2023; and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES
OF KELSO TRANSPORTATION NO. 518

KELSO SCHOOL DISTRICT NO. 458

BY: *Darlene Dagleish*
Darlene Dagleish, Chapter President

BY: *Mary Beth Tack*
Mary Beth Tack, Superintendent

DATE: 2/7/23

DATE: 2/7/23



LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF KELSO TRANSPORTATION, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, AND THE KELSO SCHOOL DISTRICT NO. 458. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

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PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES
OF KELSO TRANSPORTATION NO. 518

KELSO SCHOOL DISTRICT NO. 458

BY: _____ /signed by/
Darlene Dalglish, Chapter President

BY: _____ /signed by/
Mary Beth Tack, Superintendent

DATE: _____ March 6, 2024

DATE: _____ March 6, 2024



Schedule A
Kelso School District #458 Transportation
September 1, 2024 - August 31, 2025

Kelso Transportation - Years of Service	0-1	2-3	4-6	7-9	10-12	13-16	17-19	20-24	25-26	27+
Lead Mechanic	\$37.10	\$37.29	\$37.69	\$38.11	\$38.50	\$38.88	\$39.05	\$39.27	\$40.43	\$40.85
Mechanic	\$34.91	\$35.09	\$35.48	\$35.91	\$36.31	\$36.69	\$36.88	\$37.09	\$38.18	\$38.59
Mechanic Helper	\$27.80	\$28.20	\$28.58	\$28.99	\$29.35	\$29.76	\$29.93	\$30.15	\$31.07	\$31.38
Dispatcher	\$26.74	\$27.26	\$27.82	\$28.32	\$28.84	\$29.38	\$29.64	\$29.90	\$30.81	\$31.12
Driver Trainer/Assistant Dispatcher	\$27.35	\$27.83	\$28.27	\$28.74	\$29.15	\$29.60	\$29.84	\$30.07	\$30.99	\$31.31
Assistant Dispatcher	\$26.25	\$26.72	\$27.17	\$27.62	\$28.02	\$28.50	\$28.72	\$28.91	\$29.80	\$30.11
Driver Trainer	\$28.48	\$28.91	\$29.38	\$29.84	\$30.28	\$30.72	\$30.94	\$31.19	\$32.16	\$32.47
Regular Driver	\$26.15	\$26.68	\$27.21	\$27.70	\$28.24	\$28.77	\$29.05	\$29.30	\$30.17	\$30.47
Fueler	\$21.98	\$22.43	\$22.86	\$23.28	\$23.75	\$24.15	\$24.38	\$24.61	\$25.33	\$25.58

Substitute Driver \$26.15
Collective Bargaining Agreement 2021 - 2025
PSE of Kelso Transportation Kelso School District #458

Board Approval

By: _____
School Board President