

COLLECTIVE BARGAINING AGREEMENT BETWEEN

KENNEWICK SCHOOL DISTRICT #17

AND

**PUBLIC SCHOOL EMPLOYEES OF
KENNEWICK TRANSPORTATION**

SEPTEMBER 1, 2023 – AUGUST 31, 2026



Public School Employees of Washington / SEIU Local 1948

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1 **Section 1.4. Definitions.**

2 The following definitions are generally adhered to. However, in the event of an unusual circumstance,
3 the parties agree to meet and resolve.

- 4
- 5 1. **Assignment:** Consists of at least a daily A.M. and P.M. route (4 or 5 days), but may also
6 include shuttles, midday routes, pre and post time, etc. [i.e., block time].
7
 - 8 2. **Posting:** All available time, including new or vacated routes or assignments, will be evaluated
9 by management for route efficiency. Routes shall then be posted as soon as possible for
10 employee consideration. Postings shall hang no less than three (3) workdays and will be
11 assigned the following workday in accordance with the provisions of this agreement.
12
 - 13 3. **Posting During Summer School:** Summer school assignments will be all called over the radio
14 and posted for one (1) day and assigned the next day.
15
 - 16 4. **Reduced Time:** Reduced time is defined as the time lost from the original bid. Employees
17 who have lost time and do not wish to take a voluntary decrease will be required to remain
18 available to work their original bid time. Employees who have lost time from the original bid
19 will also have priority over others, including senior employees, for regaining the lost time as it
20 becomes available. In the case where an employee loses time from their original bid and does
21 not wish to voluntarily accept permanent reduction in time, that employee and management
22 will discuss and mutually agree to the scheduling of time owed, within their established
23 workday. In the event mutual agreement cannot be reached and the employee is offered time,
24 within their established workday, and refuses that time, it will be considered a voluntary
25 reduction. All Time loss and assigned time due to time loss will be communicated with the
26 Chapter President, UPON REQUEST.
27
 - 28 5. **Driver:** Must retain a current CDL License/First Aid/CPR/Current Physical – bids on routes
29 by seniority and is responsible for transporting district students. Must be able to meet the
30 physical requirements of the position.
31
 - 32 6. **Temp Time:** Temp time is for students with IEP/s who are on a reduced daily schedule. If the
33 students’ schedule changes or goes away, the time can be added or removed from the Contract.
34 Refer to 7.3.1.4.
35
 - 36 7. **Attendant:** Must retain a current First Aid/CPR card. Must be able to meet the physical
37 requirements of the position. Assists Drivers on special needs runs, or as defined bids on routes
38 by seniority and assists Drivers and attends to students on a defined route.
39
 - 40 8. **Bid:** In accordance with seniority on open, posted route.
41
 - 42 9. **Original Bid:** The daily hours originally bid. This is guaranteed time for the entire school year
43 unless the employees bid off original bid.
44
 - 45 10. **Block time:** The total daily hours from which total Contract value and leave benefits is derived.
46 This includes pre and post time and cleanup time.
47

- 1 11. **Cover Drivers:** A Cover Driver is a Driver designated to fill in for absent employees or open
2 positions until bid and awarded, up to the number of daily hours assigned. This is a bid
3 position. A Cover Driver position will include a set number of weekly hours, Monday through
4 Friday, whenever possible. Cover Drivers will be assigned according to needs and continuity of
5 routes. Cover Drivers may be required to work beyond their designated weekly hours within
6 reason. For example, if the Cover Driver is on a run which needs to be completed, then it may
7 have the effect of going over expected hours.
8
- 9 12. **Trip Driver:** Trip Driver position is a forty (40) hour per week position and shall cover day
10 trips that depart prior to 4:00 PM Monday, Tuesday, Thursday, and Friday; and 3:00 PM on
11 Wednesday. Trip Drivers will choose trips up to forty (40) hours. When there are no available
12 trips, the Trip Driver may be utilized in the same capacity as a Substitute Driver.
13
- 14 13. **Workdays:** Defines the days during the week of Monday-Friday, excluding holidays, during
15 the calendar year.
16
- 17 14. **Workweek:** The normal workweek shall consist of five (5) consecutive days, Monday through
18 Friday, followed by two (2) consecutive days of rest, Saturday, and Sunday. For overtime
19 purposes, the workweek is Monday through Sunday. Extra pay excluding trips will be
20 calculated on a weekly basis.
21
- 22 15. **Calendar Days:** Defines the universally recognized calendar of months and days.
23
- 24 16. **Business Days:** Defines the days the KSD Administrative Offices are open for business.
25
- 26 17. **School Days:** Defines the days that the KSD schools are in session.
27
28
29

30 ARTICLE II

31 RIGHTS OF THE EMPLOYER

32 Section 2.1.

33 It is agreed that the customary and usual rights, powers, functions, and authority of management are
34 vested in management officials of the District. Included in these rights in accordance with and subject
35 to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work
36 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to
37 suspend, discharge, demote, or take other disciplinary action against employees; and the right to
38 release employees from duties because of lack of work or for other legitimate reasons. The District
39 shall retain the right to maintain efficiency of the District operation by determining the methods, the
40 means, and the personnel by which operations undertaken by the employees in the unit are to be
41 conducted, if it does not violate the Contract.
42
43
44

45 Section 2.2.

46 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
47 District. In making rules and regulations relating to personnel policies, procedures, and practices, and

1 matters of working conditions, the District shall give due regard and consideration to the rights of the
2 Association and the employees and to the obligations imposed by this Agreement.
3
4

5 6 **ARTICLE III**

7 8 **RIGHTS OF THE EMPLOYEES**

9 10 **Section 3.1.**

11 It is agreed that the employees in the unit defined herein shall have and shall be protected in the exercise
12 of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The District
13 will not, directly, or indirectly interfere with, restrain, coerce, or discriminate against any employee in the
14 exercise of these rights.
15

16 **Section 3.2.**

17 Each employee shall have the right to bring matters of personal concern to the attention of the
18 appropriate Association representatives and/or appropriate officials of the District.
19

20 **Section 3.3.**

21 Employees subject to this Agreement have the right to have Association representatives or other persons
22 present at discussions between themselves and supervisors or other representatives of the District as
23 hereinafter provided. Employees will be responsible for notifying Association Representatives.
24

25 **Section 3.4.**

26 Each employee reserves and retains the right to delegate any right or duty contained in this Agreement,
27 exclusive of compensation for services rendered to appropriate officials of the Association.
28

29 **Section 3.5.**

30 Neither the District, nor the Association, shall discriminate against an employee subject to this
31 Agreement on the basis of sex, race, creed, religion, color, marital status, national origin, age, honorably
32 discharged veteran or military status, sexual orientation including gender expression or identity, the
33 presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal
34 by a person with a disability in its program and activities and provides equal access to the public.
35

36 **Section 3.6.**

37 Each employee reserves the right to see all material placed in his/her personnel file and to review the
38 entire file upon request, provided that the request is made during regular work hours at the District
39 personnel office. Derogatory material contained in the file shall, upon request, be removed two (2) years
40 after its placement in the file. The above does not include annual evaluation material. No derogatory
41 material shall be placed in the personnel file without first being brought to the attention of the employee.
42

43 Findings relating to offenses against children may remain in the employee's personnel file for up to five
44 (5) years. These offenses may include but are not limited to those criminal offenses defined by
45 Washington State Law, hitting, striking, slapping, inappropriate touching or caressing of a student, or
46 causing the student to suffer physical harm. The employee will have their due process rights after a
47 reported incident, and therefore will have the chance to review and respond to any allegation prior to it

1 being placed in their personnel file. However, no documents shall be placed in an employee personnel
2 file until the conclusion of the investigation.

3
4 **Section 3.6.1.**

5 When an employee receives a written reprimand or warning from a supervisor that is to be
6 placed in his/her personnel file, the employee may request to sign the form, such signature only
7 indicating the employee is aware of its existence. Such notice to the employee shall be
8 considered adequate notice that a written response to the reprimand may be completed to be
9 attached to the reprimand document which is kept in the personnel file. Upon receipt of an
10 employee's signed response, the District shall include it within the personnel file.

11
12 **Section 3.7.**

13 In all disciplinary actions where formal, written charges are to be given to an employee, the District
14 will give the following notices:

- 15
16 A. Minimum notice of twenty-four (24) hours prior to the meeting time.
17 B. Give the employee a copy of the written charges a minimum of twenty-four (24) hours prior to
18 the meeting time.
19 C. Inform the employee of the right to have representatives of their choosing at the meeting.

20
21 **Section 3.8. Electronic Recordings, Monitoring, and Surveillance.**

22 The District and the Association recognize the necessity of the use of video or other electronic
23 recordings for safety and security purposes and recognize the need to balance safety and security
24 concerns with employees' reasonable expectation of a fair level of privacy in the workplace.

25
26 No administrator or District employee will use electronic surveillance recordings with the intent to
27 identify potential misconduct of employees. Information obtained from surveillance cameras will be
28 used to verify or contradict a specific, credible allegation. If, when viewing video for legitimate
29 purposes, a District administrator finds policy violations or criminal behavior, the District may use the
30 video to address the situation.

31
32 The District will take appropriate disciplinary action with students, in accordance with harassment,
33 cyber bullying, or other applicable District policies through the Transportation Department student
34 discipline policy.

35
36 An employee shall have the right to view video or other electronic recordings upon request. Should the
37 employee be the subject of, or witness to, an investigation, the employee will be notified and have the
38 opportunity to view video or other electronic recordings.

39
40
41
42 **ARTICLE IV**

43
44 **RIGHTS OF THE ASSOCIATION**

45
46 **Section 4.1.**

47 The Association has the right and responsibility to represent the interests of all employees in the unit
48 and to present its views to the District on all matters of concern, and to enter into collective

1 negotiations with the object of reaching an agreement applicable to all employees within the
2 bargaining unit. The Association shall be consulted with respect to the manner and method of any
3 reduction in force because of lack of work or other legitimate reasons.

4
5 **Section 4.2.**

6 The Association shall promptly be notified by the District of any grievance or disciplinary action of
7 any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure
8 Articles contained herein. The Association is entitled to be present at any and all hearings for the
9 resolution of such grievances.

10
11 **Section 4.3.**

12 The Association reserves and retains the right to delegate any right or duty contained herein to
13 appropriate officials of the Public School Employees of Washington/SEIU Local 1948.

14
15 **Section 4.4. Bulletin Boards.**

16 The District shall provide a bulletin board space in the training room for the use of the Association.
17 The bulletins posted by the Association are the responsibility of the officials of the Association. Each
18 bulletin shall be signed by the Association official responsible for its posting.

19
20 **Section 4.5.**

21 When formal meetings are held between the Association and the District, each party shall be
22 responsible for preparing its own minutes.

23
24 **Section 4.6. Chapter Association Business.**

25 Time during work hours, whenever possible, will be allowed for Association representatives to attend
26 meetings with the District. If such meetings with the District occur outside the Association
27 representatives' scheduled work hours, the Association representatives will be paid up to a maximum
28 of one (1) hour of their regular pay rate per meeting. Such meetings shall be limited to:

- 29
30 1. Labor Management Meetings
31 2. Formal Investigation meetings where the District directs the employee to attend and up to one
32 (1) representative to attend if requested by the employee.

33
34 Time, whenever possible, will also be allowed for representatives to discuss with the employees
35 grievances and appropriate matters directly related to work situations in their area or craft. Association
36 representatives will guard against the use of excess time in the handling of such matters.

37
38 **Section 4.7.**

39 Visitation rights shall be granted to the designated representative of the Public School Employees of
40 Washington/SEIU Local 1948 to visit with employees in the appropriate bargaining units for purposes
41 of grievance procedures and/or general information data. The visiting delegate shall notify the School
42 District of arrival.

43
44 **Section 4.8. School Calendar.**

45 Transportation Director and Chapter President will be included in the planning of the school calendar.
46

1 **Section 4.9.**

2 The Kennewick School District will grant absences, not to exceed five (5) workdays, with pay to the
3 Union President and four (4) other designated representatives of the Union to participate in Union
4 regional and state meetings. The Union shall reimburse the District for the costs incurred in the above
5 paragraph for Substitutes' pay and benefits, if hired, as a result of Association members attending such
6 meetings. Notification will be given to the supervisor at least five (5) workdays prior to the date of the
7 meeting of member(s) of the Union who shall be in attendance. The supervisor may accommodate a
8 shorter period of notice under unusual circumstances. Additional release time beyond the maximum in
9 this section may be jointly agreed to by the Parties on a case-by-case basis through the labor
10 management process.

11
12 **Section 4.10. Right to Information.**

13 In order to effectively assist and participate in the resolution of issues, Contract enforcement, and good
14 faith negotiations, PSE staff and the Association President, shall be entitled to receive copies of
15 requested information. Requests for information shall be in writing and submitted to the Transportation
16 Director or Director of Human Resources, the reason for the request shall be communicated at the time
17 of the request.

18
19 **Section 4.10.1. Applicability of Public Disclosure Laws:**

20 Nothing in this Agreement precludes the District from providing documents in accordance with
21 public disclosure laws. The District will notify the employee prior to the release of any
22 requested record. Employees shall have four (4) business days to notify the District if they plan
23 to file an injunction blocking the request.

24
25 **Section 4.11. New Employee Access.**

26 The District will notify the Association and PSE Representative of all new hires within ten (10)
27 workdays of the employee's hire date. The District will provide the Association representative and
28 PSE representative reasonable access to new employees of the bargaining unit for the purposes of
29 presenting information about PSE to the new employee. The presentation shall occur during a new
30 employee orientation provided by the District, the District's training program, or at another time
31 mutually agreed to by the District and Association/PSE. The District's representatives shall not be
32 present during PSE's presentation.

33
34 "Reasonable access" for the purposes of this section means:

- 35 • The access to the new employee occurs within ten (10) workdays of the employee's hire date.
- 36 • The access is for no less than thirty (30) paid minutes; and
- 37 • The access occurs during new employee orientation (which includes the training program), the
38 new employee's regular work hours at the employee's regular worksite or at a location
39 mutually agreed to by the District and PSE.

40
41 **Section 4.12. Employee Information.**

42 During the first week of each month of an employee's hire date and two (2) times annually, November
43 1 and March 1, thereafter for all employees covered under PSE collective bargaining unit, the
44 employer will provide an .XLSX digital file format to the Association President or designee and
45 membership@pseofwa.org for all employee information retained in the employers' records to the
46 Union. The information will include:

- 47
48 1. The employee's name and date of hire and, if a change in position, the new position start date.

- 1 2. The employee's contact information, including:
2 • Cellular, home, and work telephone numbers.
3 • Work and personal email addresses.
4 • Home address or personal mailing address.
5 • The employee's job title, Employee ID, or unique identifier.
6 3. Annual salary for Contracted work performed under the Collective Bargaining Agreement.
7 • Rate of pay for Contracted work.
8 • Enhancements or stipends received by the employee.
9 • Contracted days for work.
10 • Continuing position “yes or no”.
11 • Primary work site location or duty station.

12
13 **Section 4.13. Privileged Communication.**

14 It is the fiduciary duty of PSE to act on behalf of the members it represents pertaining to privileged
15 communication regarding employment relations with the employer, this includes all personnel matters,
16 grievances, labor disputes, wages, rates of pay, hours of employment, all working conditions and
17 collective bargaining. The employer will follow all applicable laws relating to privileged
18 communication.
19
20
21

22 **ARTICLE V**

23
24 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**
25

26 **Section 5.1.**

27 It is agreed and understood that appropriate matters for consultation and negotiation are grievance
28 procedures, wages, hours and working conditions.
29

30 **Section 5.2.**

31 It is further agreed and understood that the District will consult with the Association, and meet with the
32 Association upon its request, in the formulation of any changes being considered in existing benefits,
33 policies, practices, and procedures.
34

35 **Section 5.3.**

36 It is further recognized that this Agreement does not alter the responsibility of either party to meet with
37 the other party to advise, discuss or consult regarding matters concerning working conditions not
38 covered by this Agreement.
39

40 **Section 5.4.**

41 The Association will, as appropriate, be advised of current and predicted workload information.
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ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1. Labor/Management Committee.

The Labor/Management committee is designed to allow the parties to meet at mutually scheduled times to discuss appropriate matters that do not require negotiations. The Public School Employees of Washington / SEIU Local 1948 (PSE) Labor Management committee shall consist of the Association President and up to five (5) members chosen by the Association. The District Labor Management Committee shall consist of the Director of Human Resources or designee and up to five (5) management representatives chosen by the District. These committee meetings shall be conducted during work hours. The Labor/Management Committee will, in addition to normal everyday communication issues and concerns, specifically discuss and work toward resolution of providing training covering all facets of job requirements for employees and Attendants to include, but not limited to, in-service vocational training, first aid, emergency procedures and safety meetings. Concerns not resolved may be submitted to the next level for consideration.

Section 6.2.

The District will provide suitable space and a mutually agreeable time to conduct such meetings.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1.

The normal workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday, and Sunday. For overtime purposes the workweek is Monday through Sunday.

Section 7.1.1.

Contract Package Time will be calculated on the number of days in the school calendar plus holidays. The pool of non-drive hours resulting from early release days will be used during the year for meetings, training, bus cleaning, or other management identified needs that fall within the scope of Transportation Department duties.

Section 7.2. Shifts and Assignments.

1. Each employee shall be assigned a definite and regular shift assignment, as defined in Section 1.4.1. and workweek (four [4] or five [5] days), which shall not be permanently changed, excluding bus stop adjustments, without prior notice to the employee of one (1) calendar week; provided, however, that the notice may be waived by the employee.
2. All routes are subject to change with minimal notice when immediate changes are needed to transport students to/from school. This would include bus stop adjustments or temporary displacement while management finds a permanent resolution.
3. This regular schedule will result after the employee bids on their route.

4. Attendants with a CDL required to drive a bus will be paid Driver wages. In the event a Driver is assigned attending duties, there will be no loss of wages to the Driver.

Section 7.3. Bid and Processes.

1. The dates and times for yearly route bids will be determined by management and will be announced prior to the end of the school year and bid will occur within two (2) weeks prior to the first day of school.
2. Routes will be bid on in seniority order until all AM/midday/PM/available shuttles are bid and/or all employees have had an opportunity to bid on a route. Association representatives may attend all bidding sessions to assist employees and ensure the Collective Bargaining Agreement guidelines are followed. During the bid process, the District and the Association shall observe and work collaboratively to make any process decisions that may become necessary.
3. Basic information such as route numbers, estimated hours, and schools will be sent electronically to all employees within one (1) week prior to bid.
4. Once bid routes are combined, including pre and post trip time and cleanup, they are considered an assignment as defined in Section 1.4.
5. Employees can continue to add additional time up to a maximum of forty (40) hours per week. All additional time including available shuttles will be posted and awarded to the most senior employee who bids on and is available to add to their Contract without going into overtime. This excludes after school programs.
6. SIT assignments are assigned to routes based on Driver availability (by seniority when feasible) at the school the SIT student attends. SITs require immediate transportation that also provides minimal student ride time.
7. The employee will not be awarded additional time if the new bid time interferes with the current assignment.
8. Employees may bid on any new or open assignment that becomes available throughout the school year.
9. If an employee chooses to bid off an assignment (AM/PM, mid-day, temp, or non-predetermined shuttles) that assignment would then be posted for bidding, thus allowing the employee to bid on other open or new assignments through seniority. Special circumstances shall be resolved on a case-by-case basis after consultation with management and the employee.
10. Employees who are on FMLA are eligible to bid on open routes. It is the employee's responsibility to contact their President, Vice President, or management to be apprised of any vacancies. Employees will not be eligible to bid on open "temp" positions or after school programs while on FMLA.
11. Employees will not be allowed to take assignments away from other employees once the bidding has been completed, except in accordance with Section 13.4.1.

- 1 12. If a Driver/Bus Attendant is unable to attend for any reason, the Driver/Bus Attendant can choose
2 someone to bid for them. All proxies must be in writing when possible and should include the
3 name of the party bidding on their behalf.
4
- 5 13. At bid, employees may sign up for extra work during the school year. Sign-up sheets will be
6 available for additional work (non-Kennewick School days, mid-day subbing, late trips, after
7 hours/weekends, as well as after school programs). Employees may sign up for extra work at any
8 time during the year. Extra work will be awarded based on seniority not based on when the
9 employee was added to the extra work list.

10
11 **Section 7.3.1.**

- 12 A. A regular assignment is a daily assignment, exclusive of trips, as defined in Section 1.4.
13
14 B. If route times decrease, which causes the employee's daily or weekly assignment time to
15 decrease, that employee would be assigned other appropriate bargaining unit work.
16
17 C. An employee will not lose time from their current bid package unless they voluntarily
18 accept a reduction in time (excluding temp time). Refer to 7.3.1.4.
19
20 D. Employees will be requested to perform appropriate work assignments to maintain their
21 current bid until a new opportunity to restore the loss of time occurs.
22
23 E. In the case where an employee loses time from their current bid and does not wish to
24 voluntarily accept permanent reduction in time, that employee and management will discuss
25 and mutually agree to the scheduling of time owed within their established workday. In the
26 event mutual agreement cannot be reached and the employee is offered time within their
27 established workday and refuses that time, it will be considered a voluntary reduction.
28
29 F. Employees who do not have midday routes will not be required to begin performing midday
30 routes to recoup time lost under this situation.
31

32 **Section 7.3.1.1. Shuttles.**

33 Transfer of students to school, District facilities, or work sites. All shuttles of students
34 shall be awarded based on seniority, proximity of equipment to destination, and
35 availability of the Drivers at the home school. After ten (10) workdays SIT and shuttles
36 shall be added to employee's block time.
37

38 **Section 7.3.1.2.**

39 Attendants shall be assigned to shuttles if the student being shuttled requires an
40 Attendant on their regular school to home to school route as determined by the
41 Transportation Director or Director of Special Services.
42

43 The need for Attendants on trips and/or drops and returns will be determined on a case-
44 by-case basis by the Transportation Director and/or the Director of Special Services.
45

46 **Section 7.3.1.3. Time Reduction/Increase.**

- 47 A. It is the Driver/Attendants' responsibility to notify management, in writing with the
48 approved form, of any reduction/increase of time in their regular assignment.

- 1
- 2 B. Management will inform Drivers/Attendants of any time changes that come to its
- 3 attention, as soon as possible.
- 4
- 5 C. While the routes fluctuate during the first twelve (12) school days of the new school
- 6 year, the most common recurring documented time will be used to determine
- 7 increases(s) to the Contract. Contract errors made at bid will be addressed on a case-
- 8 by-case basis.
- 9

10 **Section 7.3.1.4. Special Needs and REGULAR Routes.**

- 11 A. Employees who are documenting increases consistently for ten (10) workdays or
- 12 more on the AM, mid-day, or PM portion of the route due to additional students will
- 13 complete the required forms for request of adjustment of bid time. Documentation
- 14 for all extra time should be recorded daily and should be turned in on the last
- 15 workday of each work week.
- 16
- 17 B. Temporary time exceeding twenty (20) workdays that is adjusted to accommodate
- 18 specific student situations will be decreased to prior bid time after temporary time is
- 19 no longer necessary. Management shall make all reasonable attempts to identify all
- 20 temporary time prior to posting for bid or awarding. Benefits, excluding retirement
- 21 contributions, will not be adjusted to incorporate time less than twenty (20)
- 22 workdays. Drivers may bid off temporary time in order to bid on permanent time.
- 23 Twenty (20) workdays will be documented from the date the student begins the
- 24 modified schedule (driver or student absences do not count against the twenty (20)
- 25 workday requirement). After twenty (20) workdays of documentation, the “temp
- 26 time” can be temporarily added to the employee's Contract.
- 27
- 28 C. If the student’s modified schedule changes, the employee would continue to provide
- 29 the transportation until it no longer works with their schedule, the employee chooses
- 30 to give up the assignment, or the assignment is no longer necessary.
- 31
- 32 D. The schedule will be revised if the modified schedule is shortened or extended for
- 33 any reason. Continuous time will be added or removed depending on any schedules
- 34 or route changes.
- 35
- 36 E. The required twenty (20) days of documentation will follow the student, not the
- 37 employee.
- 38
- 39 F. If documentation provided proves the infrequency of the student’s attendance, the
- 40 temp time and leave accrual may not qualify to be added to the Contract.
- 41
- 42 G. If temp time does not continue past the twenty (20) days, it will not qualify for leave
- 43 accrual.
- 44
- 45 1. Holidays, sick leave, vacation, and other benefits will be calculated on regular
- 46 assignment hours and all the temporary time that continues twenty (20) workdays
- 47 retroactive to the first workday of the temporary time.
- 48

1 **Section 7.4. Summer Work (Non-Contracted).**

2 In the event that summer work is available, it will be posted and awarded to Drivers by seniority. The
3 District will work with the Association to form a summer school route committee. Such routes should
4 be posted no later than the last week of school so committee members can verify accuracy. Employees
5 shall select summer assignments no later than the last day of school of each year. Summer assignments
6 are considered temporary in nature and do not earn holiday pay, although those working shall be
7 compensated for the 4th of July. All hours worked shall count for service credit for retirement purposes
8 as per RCW 41.40.088.

9
10 Employees shall be provided a summer work assignment with no less than a three (3) hour minimum
11 per day route including pre trip, post trip, and cleaning time.

12
13 When routes become available during summer school, they will be “all-called” over the 2-way radio
14 and posted for one (1) day. They will be assigned the following day.

15
16 It is the Driver’s responsibility to either call the office or come into the office to select open summer
17 school routes or summer trips.

18
19 All work during summer months is considered extra work and does guarantee at least a three (3) hour
20 minimum per day.

21
22 **Summer Extra Work (Contracted):** Employees desiring to be contacted for extra work during the
23 summer months must sign the availability list prior to the last day of school. This work will be offered
24 to employees based on seniority and availability.

25
26 **Section 7.5.**

27 In the event of an unusual school closure or delay due to inclement weather, plant inoperation, or the
28 like, the District will notify local radio stations by 6:00 AM. The Dispatcher on duty will contact the
29 very early reports directing them not to report. In the event the District fails to make the above
30 notification, employees reporting to work shall receive a minimum of two (2) hours’ pay at base rate.
31 The Transportation Director will be responsible for directing buses in outlying areas (Plymouth, Horse
32 Heaven, Badger Canyon, etc.) due to inclement weather.

33
34 **Section 7.5.1.**

35 If school days are cancelled and rescheduled, Transportation Department employees will work
36 on all make-up days. If there are fewer make-up days than those regularly contracted, the
37 employee may make up contracted time in the following ways:

- 38
39 A. The Director and the employee will mutually schedule the unworked hours.
40 B. The employee may request debiting his/her vacation/personal leave.
41 C. The employee may use emergency leave which comes out of sick leave.
42 D. The employee may accept a deduction of pay for the unworked hours.

43
44 The employee will indicate one (1) or more of the following options on Timecard online by payroll
45 cutoff for that work period.

1 **Section 7.6.**

2 Assignments shall be established by the District in relation to bus routes and time requisite to fulfilling
3 tasks assigned by the Director of Transportation; provided, however, that no assignment shall consist
4 of less than one (1) hour. If there is thirty (30) minutes or less layover time between assignments, the
5 employee's shift shall continue uninterrupted. During a layover, the employee may be assigned
6 available work such as a drop and return at the direction of dispatch without additional compensation if
7 the assigned work falls within layover time. If an extra assignment, such as a drop and return, is in
8 conjunction with AM, midday, or PM portion of the Driver's assignment, the Driver will be paid for
9 actual time worked beyond AM, midday, or PM portion only.

10
11 **Section 7.6.1.**

12 Those regular employees whose time permits will be allowed to sub on any assignment
13 according to seniority and eligibility. Drivers will sub for Drivers and Attendants will sub for
14 Attendants, except in emergency situations or special education runs.

15
16 **Section 7.6.2. Pre and Post Trip and Cleanup.**

17 The established route times will be based on time required to perform all regular duties
18 assigned; except that in addition to all regular duties assigned, each employee will receive a
19 daily allocation of time to perform duties associated with bus checkout, warm-up, clean-up,
20 safety and pre and post time duties. This allocation is to be divided as follows: fifteen (15)
21 minutes on the AM shift, fifteen (15) minutes on the midday, fifteen (15) minutes on the PM,
22 and fifteen (15) minutes cleanup. Pre and post time usage and distribution is defined in Section
23 7.6.2.1. Extra time may be allowed by the Transportation Director for unusual or emergency
24 situations.

25
26 **Section 7.6.2.1. Post Time.**

- 27 1. All routes shall include nine (9) minutes per shift for Drivers.
28
29 2. Attendant's time shall include five (5) minutes per shift for Attendants.
30
31 3. Cover Drivers and the Trip Driver covering routes will be paid from the route
32 clock/start time until they have completed the route, including post trip/cleaning
33 tasks. These employees have guaranteed weekly hours.
34
35 4. When continuous time causes two (2) shifts to become one (1) shift, the nine (9)
36 minute post trip time will be added to the end of that shift.

37
38 **Post-time usage for Drivers:**

39 Driver Communication Board
40 Fueling/DEF
41 Hanging Keys
42 Log Sheet turn-in
43 Route Sheet
44 Typical RR Crossing
45 Stocking Supplies
46 Student Management (on bus)
47 Timecard
48

1 **Post-time usage for Attendants:**

2 Driver Communication Board
3 Disinfecting Bus
4 Seat Securements
5 Adjust Wheelchair Tie Downs
6 Move Q-straints to inside track
7 Check for debris in seats
8 Typical Railroad Crossing
9 Stocking Supplies
10 Student Management (on bus)
11 Timecard

12
13 Prolonged and unusual circumstances may arise which may need to be addressed by
14 management.

15
16 **Section 7.6.2.2.**

17 Prior to the annual start of school, Drivers will be allowed up to two (2) hours for bus
18 cleaning. Drivers and Attendants will be paid for staff/safety meetings, to be conducted
19 two (2) weeks before school begins. In the event that a special need exists, the
20 Transportation Director may authorize additional time for bus washing or meetings.

21
22 Mandatory meetings/trainings will be paid at the employee's regular rate of pay.
23

24 **Section 7.7. Trips, Drops and Returns.**

- 25 1. Any and all bus transportation assignments other than regular daily scheduled assignments, or
26 those trips falling under the Trip Driver definition shall be considered trips.
27
- 28 2. Trips shall be posted for employees' consideration and shall be made available for bid as received
29 for at least three (3) workdays, except under extenuating circumstances (See Late Trip Ticket
30 Section).
31
- 32 3. Trips shall be assigned in accordance with the seniority of those Drivers signing the trip ticket and
33 in accordance with Article VII.
34
- 35 4. Trips will be assigned to the senior Driver signing the trip ticket and who will not go into overtime.
36 However, if all Drivers signing the ticket go into overtime, the most senior Driver signing the ticket
37 shall be awarded the trip.
38
- 39 5. If overtime occurs after the trip has been awarded but the employee is then assigned additional
40 hours for emergency purposes at management direction (such as a need for immediate assistance to
41 take a non-contracted trip or for route coverage), the employee may keep the assigned trip.
42
- 43 6. If the employee is absent the day the trip is awarded, they will not be eligible to take the trip. An
44 exception would be allowed for employees who needed rest because of a late trip.
45
- 46 7. If a trip ticket is returned after being awarded, that Driver will be ineligible to drive other trips
47 scheduled for the same day.
48

- 1 8. Once trips have been assigned, those assigned trips shall be provided to the Association President
2 and Vice President within two (2) days of assignment, upon request.
3
- 4 9. Trips turned back shall be assigned to the next eligible senior, available Driver signing that ticket.
5
- 6 10. If there is no available Driver that signed the ticket, management may assign based on seniority
7 and availability, however, in no event will a trip be removed from the successful bidder once
8 awards are made.
9
- 10 11. Once trips are awarded/assigned they should not be turned back by the employee except in cases of
11 emergency, illness, or uncontrollable circumstances. Trips turned back by the employee for reasons
12 other than those stated above will render that employee ineligible for any trips for that specific
13 date.
14
- 15 12. In the event a trip has been assigned to a Bus Driver wherein no trip exists, the employee shall
16 receive three (3) hours show-up time unless the employee is available to return to their assigned
17 route and route time without interruption of service.
18
- 19 13. If any employee shows a pattern of turning back trips (up to two [2] or more), after an investigation
20 of the reason, the employee may be blocked from taking trips for up to a period of one (1) month.
21 Further turn-backs will result in the employee being ineligible for trips pending the outcome of an
22 investigation.
23
- 24 14. Drops scheduled within the employee's regular workday or scheduled to start before the end of the
25 compensated time of the employee's workday will be paid as worked. Drops scheduled outside of
26 the employee's regular workday will be paid a minimum of one (1) hour or actual time, whichever
27 is greater.
28
- 29 15. Returns scheduled within the employee's regular workday or scheduled to start before the end of
30 the compensated time of the employee's regular workday will be paid a minimum of two (2) hours
31 or actual time, whichever is greater.
32

33 **Section 7.7.1. Trip Driver.**

34 At least one (1) Trip Driver position (Trip Driver is defined in Section 1.4 of this Collective
35 Bargaining Agreement) will be available by seniority bid.
36

- 37 1. Once a Trip Driver position has been filled, any and all non-contracted trips in the trip
38 book will be selected for up to forty (40) hours by the Trip Driver as defined in Section
39 1.4 #12.
40
- 41 2. Trip Driver positions will be bid in the same manner regular routes are bid.
42
- 43 3. Trip Driver is eligible to bid trips that fall outside the forty (40) hours per week, in
44 accordance with the provisions contained in Sections 7.7 #4 and 1.4 #12.
45
- 46 4. All trips will be selected by the Trip Driver on Thursdays for the following week.
47

- 1 5. Trip Driver must fill position hours with non-contracted trips, if possible, when
2 selecting trips. Drop and returns will only be used when trips are exhausted.
- 3
- 4 6. If a selected trip is cancelled, the Trip Driver shall be entitled to re-select an available,
5 unassigned trip to fill their position hours.
- 6
- 7 7. On weeks when there are insufficient trips to fill position hours, the Trip Driver may be
8 utilized in the same capacity as a Substitute Driver.
- 9
- 10 8. All trips that fall within the Trip Driver time frame that cannot be covered by the Trip
11 Driver will be posted and awarded in accordance with Article VII Section 1.4 #11.
- 12

13 **Section 7.7.2. Trip Assignments.**

14 Employees shall be paid for the projected number of hours in the event the assignment is
15 cancelled for some other means of transportation.

16

17 Trips will be posted and awarded on the following schedule:

- 18 1. Trips will be posted for one (1) week minimum except in the case of late arriving requests:
 - 19
 - 20 A. Trips departing on Monday and Tuesday will be awarded on the preceding Friday.
 - 21
 - 22 B. Trips departing on Wednesday and Thursday will be awarded on Monday.
 - 23
 - 24 C. Trips departing on Friday, Saturday and Sunday will be awarded on Wednesday.
 - 25
 - 26 D. Late trips will be posted when received. Late trips will be awarded twenty-four (24)
27 hours prior to departure, when possible.
 - 28
- 29 2. At any time, there should be seven (7) calendar days of trips available in the trip book. The
30 awarded trip sheets will be placed in the respective Driver's box.
- 31
- 32 3. Trips are awarded in compliance with Section 7.7 of the Transportation Collective
33 Bargaining Agreement.
- 34

35 **Section 7.7.3. Bus Driver Responsibilities.**

- 36 1. Check your mailbox prior to every shift worked for notification of awarded trips.
- 37
- 38 2. If the employee has bid on a trip and then decides to remove their name from the trip, they
39 must bring the trip book to management or a dispatcher to have their initials removed.
40 Management/dispatch will initial the deletion.
- 41
- 42 3. Once trips have been awarded, they are not to be turned back unless there is an emergency,
43 illness, or uncontrollable circumstance. If this occurs, the employee must speak with
44 management and provide a reason as to why they cannot take the trip. Ref. 7.7 #11
- 45
- 46 4. Trip tickets must be completed and turned into Transportation Secretary upon return to the lot.
- 47
- 48 5. Questions regarding a trip ticket will be referred to management.

1 **Section 7.7.4. Full Trips.**

2 Notwithstanding the provisions of the above sections, the District reserves the right to assign
3 another employee when assigning the most eligible employee would not be in the best interests
4 of student safety. In the event such an assignment is made, management shall advise the
5 employee and PSE President in writing of the decision and the reason for the reassignment.
6

7 **Section 7.7.5. Late Trip Tickets.**

8 Trip tickets arriving late will be posted when received and shall be assigned twenty-four (24)
9 hours prior to departure, if possible. They shall be awarded to the most senior employee signing
10 the trip ticket or the trip being announced across the radio. Seniority and availability of Drivers
11 and Drivers' current proximity to departure location shall be used to assign late trip tickets or
12 requests arriving the day of departure.
13

14 **Section 7.7.6. Cancelled Trips.**

- 15 1. On school days employees shall be compensated two (2) hours or continuous time (defined
16 as thirty [30] minutes or less between assignments) to the next shift assignment if the trip is
17 cancelled at the school or on the way to the school.
18
- 19 2. On non-school days, employees shall be compensated three (3) hours show up.
20
- 21 3. A Driver shall receive equal pay to the lost portion of their route, in the event that a drop
22 and return is cancelled and results in loss of regular route time.
23
- 24 4. If notice to cancel a return portion of a trip is received prior to the end of the Driver's route,
25 the Driver will receive no additional pay. If cancellation is received after the Driver has
26 departed to the return, the Driver will receive two (2) hours show up time.
27
- 28 5. If a trip is cancelled with notice and later rescheduled, it shall be re-posted. A Driver shall
29 receive equal pay to the lost portion of their route, in the event that a trip is cancelled and
30 results in loss of regular route time.
31
- 32 6. In the event that one (1) bus is returned on a multiple bus trip to the same destination and
33 has the same depart and return times, the most senior Driver has the option of staying or
34 returning unless the Driver is in overtime. Returning Drivers will be paid for actual time
35 worked but no less than two (2) hours.
36
- 37 7. In the event that several trips to the same event have been posted and awarded to the same
38 destination and has the same depart and return times and one (1) or more of the trips are
39 cancelled prior to the event, the cancelled trips will be removed beginning with the junior
40 Driver awarded the trip, excluding the Trip Driver.
41

42 **Section 7.7.7. Contract Trips.**

43 Defined as any trip over one hundred seventy-five miles (175) miles one way or overnight and
44 occurs during the regular school year. Contract trips shall be posted immediately upon receipt
45 in the Transportation Department. Contract trips will be bid and awarded by seniority and
46 rotation (see rotation definition below). Drivers will be allowed to vacate runs to take Contract
47 trips. Drivers will be paid a minimum of sixteen (16) hours per twenty-four (24)-hour period.
48 On all Contract trips of less than twenty-four (24) hours, Drivers will be paid portal to portal.

1
2 The list for Contract trips shall be established each year on the first day of school and shall
3 continue until the last day of school.

4
5 On Contract trips, Bus Drivers will shuttle students to and from the site to a restaurant, theater,
6 motel, etc. only when they are properly chaperoned, as defined by the District.

7
8 Employees will not be responsible for chaperoning students. Private, separate quarters will be
9 made available for the employees. Due to the safety of all concerned, every effort shall be made
10 to give at least eight (8) hours of uninterrupted rest at night. The District will reimburse meals
11 and pay for overnight lodging. Itemized meal receipts must be submitted with completed trip
12 ticket.

13
14 **Section 7.7.8. Contract Trip Assignment.**

15 Contract trips will be awarded to the Driver in the most senior position who has not yet taken a
16 Contract trip. If all Drivers signing the trip have had one Contract trip (or more) during the
17 current school year, the Driver with the least number of Contract trips will be awarded the next
18 trip.

19
20 **Section 7.7.9. Summer Trips Sign-Up Sheet.**

21 Prior to the last day of the school year a summer sign-up sheet will be posted for all summer
22 trips awarded by seniority.

23
24 **Section 7.8. Non-District Funded Transportation.**

25 The parties recognize that transporting students is bargaining unit work. The parties agree that when
26 the transportation for these trips is funded as defined below, the District may use alternative modes of
27 transportation. The parties agree that the field trip form shall be used to identify funding when making
28 any transportation requests. Copies of these completed forms will be available to the Association
29 President prior to the commencement of any trip. The District shall designate an official responsible
30 for approving all trips using alternative modes of transportation.

31
32 **Definitions:**

- 33 1. If no Kennewick school buses are available to transport students to the trip destination.
34 2. Parent raised booster club funds funding eighty-five percent (85%) or greater of the
35 transportation costs.
36 3. Student raised money through special sales or fundraisers for a specific trip, which may be
37 funded through ASB as designated for that special trip.
38 4. The District may take non-district vehicles when twelve (12) or less students need
39 transportation.
40

41 **Section 7.9. Driver Information.**

42 Drivers and Attendants will be given relevant information regarding students they are transporting,
43 (i.e., medical, emotional, and physical limitations or issues). A form with relevant information
44 regarding impacted students will be provided to the Driver through the SPED department (See
45 Attachment A) and/or the parents of the students. The Driver is responsible for maintaining forms in a
46 binder to be kept on the bus.
47

1 **Section 7.10.**

2 If a student requires a nurse and the nurse is absent, the student will not be transported on the bus
3 unless a paraeducator or another person is assigned by the District to assist the student.
4

5 **Section 7.11. Driver Authority.**

6 In accordance with all applicable RCW’s and WAC’s, the Driver shall have authority over the
7 operation of a bus. Drivers shall be included in the determination and implementation of student
8 discipline policy and procedures (Student Conduct Forms).
9

10 **Section 7.12. Bus Bidding.**

11 Generally, buses will be bid by seniority during the bid process at the beginning of the school year.
12 However, the following areas shall be identified and discussed between the parties in order to identify
13 the availability of buses for bidding purposes:
14

- 15 1. Route composition.
- 16 2. Special needs of students.
- 17 3. Fleet management needs.
- 18 4. If more than one (1) bus is available for route(s), the buses will be bid by seniority.

19 Management reserves the right to adjust bus assignments throughout the school year based on route
20 composition and special needs of Drivers/students.
21
22

23 **Section 7.13.**

24 Drivers and Attendants who are members of the same family will not be allowed to bid on the same
25 bus/routes.
26

27 **Section 7.14.**

28 Any Driver of which there is no less than six (6) hours of rest to their next route/run shall not be
29 subject to discipline shall they decide to forgo their morning route/run. The employee may use sick or
30 personal leave in order to remain whole.
31
32
33

34 **ARTICLE VIII**

35 **OVERTIME**

36 **Section 8.1.**

37 All hours worked in excess of forty (40) hours per workweek shall be compensated at the rate of one
38 and one-half (1½) times the employee's base hourly rate. For the purpose of overtime, the workweek is
39 Monday through Sunday.
40
41
42

43 **Section 8.1.2**

44 Compensatory time may be taken according to Fair Labor Standards and with approval of the
45 Transportation Director.
46



1 **Section 8.2.**

2 Overtime assignments shall be distributed in accordance with the seniority provisions as hereinafter
3 provided. Due to staff shortages and/or staff availability, management has the right to reassign and
4 adjust routes as needed. Overtime will be allowed in these situations.
5
6
7

8 **ARTICLE IX**

9 **HOLIDAYS**

10
11
12 **Section 9.1. Holidays.**

13 All employees shall receive the following paid holidays that fall within their work year:

- | | | |
|----|--------------------------------|----------------------------|
| 14 | 1. New Year’s Day | 7. Labor Day |
| 15 | 2. Martin Luther King, Jr. Day | 8. Veterans Day |
| 16 | 3. Presidents’ Day | 9. Thanksgiving Day |
| 17 | 4. Memorial Day | 10. Day after Thanksgiving |
| 18 | 5. Independence Day | 12. Christmas Day |
| 19 | 6. Juneteenth (June 19) | |
| 20 | | |
| 21 | | |

22 **Section 9.2.**

23 When holidays fall on a Saturday or Sunday, the District may designate either the preceding Friday or
24 the succeeding Monday as a holiday.
25

26 **Section 9.3.**

27 Any time worked on holidays shall be paid at the overtime rate in addition to the employee’s daily rate.
28 However, if school should be held on a legal holiday or on a Monday following a weekend legal
29 holiday, the working employee shall be compensated at two (2) times the hourly rate.
30

31 **Section 9.4.**

32 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the
33 time the holiday occurs. Employees who are on the active payroll on the holiday or on authorized paid
34 leave and are not on leave of absence as defined in Article XI shall be eligible for pay for such
35 unworked holiday. When holidays fall on a Saturday or Sunday, the District may designate either the
36 preceding Friday or the succeeding Monday as a holiday.
37

38 **Section 9.5. Unworked Holidays.**

39 Eligible employees shall receive pay equal to their normal work shifts at their base rates at the time the
40 holiday occurs. Employees who are on the active payroll on the holiday and are not on a leave of
41 absence shall be eligible for pay for such unworked holiday.
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ARTICLE X

**SICK LEAVE
(ILLNESS, INJURY, EMERGENCY LEAVE POLICY, AND PARENTAL LEAVE)**

Section 10.1. Sick Leave.

Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided, however, that no employee shall accumulate less than ten (10) days of sick leave per school year. An employee who works eleven (11) days in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated to the maximum allowable according to State Law. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and accumulated benefits based on a full day, AM shift, mid-day, or PM shift.

Sick leave will be granted in accordance with applicable laws. A physician's statement of illness may be required upon the request of the Superintendent or designee, or Transportation Director under the following situations:

1. When there is a question regarding the employee's fitness for duty.
2. When the employee has exhausted all available sick leave.
3. When an illness exceeds five (5) days.
4. When an employee is on an attendance improvement plan.
5. When an employee has requested and been denied other leave for the same days the employee takes sick leave.

The District retains the right to address excessive absenteeism or patterns of absence, such as absences before and after weekends and holidays and breaks.

Section 10.1.1. Sick Leave Attendance Incentive Program.

In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) days of accrued leave for illness or injury in excess of sixty (60) days. Leave for which compensation has been received shall be deducted from accrued leave at the rate of four (4) days for every one (1) day of monetary compensation. At the time of separation from School District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration in accordance with RCW 28A.400.210.

Section 10.1.2. Attendance Incentive.

If a Driver or Attendant has perfect attendance for an entire semester, shall receive two (2) additional days of vacation pay which will be rolled into vacation once earned. Up to a total of three (3) days may be earned in any one (1) school year. The extra days cannot be earned if there is absence for any reason from any portion of the daily assignment excluding meetings required by the District and approved by the Transportation Director, bereavement, Association leave and jury and military leave. The vacation day awarded at the end of the first semester

1 shall be rolled into the employee's current vacation bank. The two (2) vacation days earned at
2 the end of the second semester shall be cashed out, along with any remaining vacation days in
3 the employee's vacation bank as per Section 12.1.6.

4
5 **Section 10.1.3. Sick Leave Sharing.**

6 Sick Leave sharing shall be administered per RCW 41.04.665.

7
8 **Section 10.2. Emergency Leave.**

9 Upon notification to their supervisor, employees will be granted emergency leave. For purposes of this
10 leave, an emergency is defined as a problem that was suddenly precipitated, was of such a nature that
11 preplanning was not possible, or where preplanning could not relieve the necessity for the employee's
12 absence. Whenever possible, the employee will give timely notice of the absence except in cases of
13 unanticipated emergencies. Emergency leave is deducted from sick leave.

14
15 **Section 10.3. Personal Leave.**

16 Each employee shall be entitled to three (3) days of personal leave per school year, separate from sick
17 leave, to be utilized for any purpose. Unused personal leave may be cashed out at one hundred percent
18 (100%) in July of each year or accumulate up to a maximum of five (5) days of unused personal leave,
19 or "rolled" one hundred percent (100%) into the employee's sick leave bank, as long as sick leave does
20 not exceed a total accrual of twelve (12) days per year or any combination thereof. The employee must
21 use the appropriate request form and submit it to the payroll office by July 1 of each year. Employees
22 shall be entitled to use personal leave in hourly, half (1/2) day, or full day increments.

23
24 **Section 10.4. Workers Compensation.**

25 Any employee covered by Workmen's Compensation and State Industrial Insurance, upon loss of time
26 due to a job-related injury or illness and may upon the request of the employee be paid sick leave in the
27 amount of the difference between his or her regular pay and compensation received from the State
28 Department of Labor and Industries. The full amount of sick leave shall be paid for the first three (3)
29 days. Should an employee later receive compensation from the Department of Labor and Industries for
30 the first three (3) days of absence, the amount paid the employee shall be credited to the District from
31 monies due the employee in the next payroll period. That portion of sick leave paid, as determined by
32 the ratio of regular sick leave and State Industrial Compensation, shall be charged against the
33 employee's accrued sick leave.

34
35 **Section 10.5. Bereavement Leave.**

36 Each employee shall be entitled to one (1) day up to a maximum of five (5) days leave with pay for
37 each occasion when the absence is caused by the death of a relative or other (as approved by the
38 District). The number of days granted shall be mutually determined between the employee and his/her
39 supervisor. Bereavement leave is allowed to be taken in hourly increments, or half day or whole day
40 increments. Additional days in excess of the five (5) bereavement days may be requested shall there be
41 extenuating circumstances, as related to an immediate family member. Additional leave shall be
42 deducted from vacation or personal leave if approved by Human Resources. Employees shall be
43 allowed time off up to one (1) day with pay to attend the funeral of a friend. An official death notice,
44 funeral notice or program may be requested by the Director upon the employee's return.

45
46 **Section 10.6.**

47 In the event an employee is required to serve as a juror or appear as a witness in court for the District
48 or is named as a codefendant with the District, such employee shall receive a normal day's pay for

1 each day of required presence in court. Any compensation received from the court for such service
2 shall be retained by the employee. If the employee is not chosen for jury duty or is excused from
3 serving, the employee will be required to return to work if there is more than three (3) hours remaining
4 in the employee’s regular workday. The employee will notify their immediate supervisor of their
5 availability to return to work.

6
7 Each employee called to jury duty is required to obtain documentation from the court which indicates
8 the time they were released each day. This must be provided to the supervisor and copied to payroll.

9
10 In the event that an employee is summoned as a party in a court action, such employee will utilize
11 vacation time or personal leave if available. Unpaid leave may be provided if no other leave is
12 available. All leave shall be with Director approval.

13
14 **Section 10.7. Parental Leave.**

15 Upon application therefore by an employee subject to this Agreement, the District shall grant such
16 leave. Such leave shall commence at such time as the employee and the medical advisor deem
17 necessary. The District may require medical certification. Employees granted leave must return to
18 work not later than sixty (60) consecutive calendar days following termination of pregnancy.
19 Employees granted leave shall, at their option, be allowed compensation for leave in accordance with
20 Section 10.1 of this Article. After exhaustion of the sixty (60) consecutive calendar days, such
21 employees may be granted a leave of absence pursuant to Article XI of this Agreement. Provisions of
22 the Family Medical Leave Act (FMLA) and Paid Family Medical Leave Act (PFML) may apply to this
23 type of leave. Employees should visit this website for more information: [https://lni.wa.gov/workers-
24 rights/leave/pregnancy-parental-leave.](https://lni.wa.gov/workers-rights/leave/pregnancy-parental-leave)

25
26 This Contract language is not meant to serve as an exhaustive resource detailing all of the employee’s
27 legal rights surrounding this leave. Kennewick School District is committed to proactively ensuring
28 compliance with the laws that protect a parent’s right to leave.

29
30
31 **ARTICLE XI**

32
33 **LEAVES OF ABSENCE**

34
35
36 **Section 11.1.**

37 An employee with one (1) year of continuous employment may be granted a leave of absence for
38 personal or family reasons, excluding taking another job, for a period not to exceed one (1) year; if
39 such leave is granted due to an employee or employee’s family member’s extended illness, one (1)
40 additional year may be granted.

41
42 If the employee is unable to return from a personal leave of absence after a period of one (1) calendar
43 year, the employee may resign or will be terminated from employment.

44
45 If the employee is unable to return from a medical leave of absence after a period of two (2) years, the
46 employee may resign or will be terminated from employment.

47



1 **Section 11.2. Authorized Leave of Absence (LOA).**

- 2 1. Personal LOA of ninety (90) workdays or more. When a regular employee has been granted a
3 personal leave of absence, the duration of which is expected to be ninety (90) workdays or more,
4 the assignment will be considered open and put up for bid within three (3) workdays of the
5 beginning of the leave of absence. The most senior employee bidding for the assignment will be
6 assigned to the route. Upon return of the regular employee from a leave of absence exceeding
7 ninety (90) workdays and will be eligible to bid on any new or open assignments without loss of
8 seniority.
9
- 10 2. Personal LOA of ninety (90) workdays or less. A regular employee requesting a personal leave of
11 absence, the duration of which is expected to be less than ninety (90) workdays, will retain their
12 route until the time of return. This route will be occupied by a Cover Driver (if available) during
13 the employee's absence; if no Cover Driver is available, the assignment shall be filled by a
14 Substitute employee. If an employee fails to return within the ninety (90) workday period, the route
15 will then be opened for bid.
16
- 17 3. LOA due to medical reasons, including Workers Compensation. When an employee is anticipated
18 to be on extended leave for personal or family medical reasons paid or unpaid, or workers
19 compensation, the vacated assignment will be filled by a Cover Driver, if available. If no Cover
20 Driver is available, the assignment will be filled by a Substitute employee. These temporarily
21 vacated positions will not be posted and are not open for the bidding process for up to a period of
22 twelve (12) calendar months inclusive of FMLA or paid sick leave.
23
- 24 4. If an employee exceeds twelve (12) work months inclusive of FMLA or paid sick leave, on
25 workers compensation or for personal medical reasons of the employee or their family member,
26 their position will be posted as a continuing position. The employee will be eligible to bid on
27 available routes or perform fill-in (sub) work when released to return to work. Employees shall
28 retain their seniority date during this period for up to two (2) years from the initial date of leave.
29 After two (2) years of medical leave, the employee may resign or be terminated from employment.
30
- 31 5. If it is known through medical documentation or the employee's self-report that the medical leave
32 will exceed twelve (12) calendar months, inclusive of FMLA and paid sick leave, their position
33 will be posted as a continuing position.
34
- 35 6. If the District has received medical notification that the employee will no longer be able to perform
36 the essential functions of the position indefinitely, and after discussion with the employee, the
37 District has determined that no reasonable accommodation can be made, the position will be posted
38 as a continuing position.
39
- 40 7. The District must mail to the employee via certified and email a copy to the Association President
41 shall the District move to terminate an employee based on the above paragraph. Such an employee
42 shall be provided a Loudermill hearing as required by law.
43
- 44 8. Family/Medical Leave. Employees shall be granted unpaid family/medical leave in addition to any
45 other leave provided elsewhere in this Agreement when eligibility is met in accordance with the
46 Family Medical Leave Act of 1993 or Washington State Law, whichever provides the greater
47 coverage. Notwithstanding the provisions of the Federal Family and Medical Leave Act (FMLA),
48 or the Washington State Law, the employer agrees to apply the provisions of that Act/Law to all

1 employees in the bargaining unit who worked one thousand (1000) hours or more in the previous
2 twelve (12) months and meet the other eligibility requirements contained in the FMLA/State Law.

3
4 **Section 11.3. Washington Paid Family and Medical Leave (PFML).**

5 Employees are eligible to apply for Paid Family and Medical Leave (PFML) benefits as allowed by
6 law:

- 7 • The District shall annually notify employees about the benefits available under PFML.
- 8
- 9 • Employees will be required to file a claim for PFML benefits with the Employment Security
10 Division (ESD) at the following address <https://paidleave.wa.gov/get-ready-to-apply/>. All
11 payments will come from the ESD.
- 12
- 13 • Employees will be required to contact the Employment Security Guidelines to determine the
14 amount of leave available.
- 15
- 16 • To qualify for PFML, employees must work no less than eight hundred and twenty (820) hours
17 in employment in Washington State during the qualifying period. Employment Security will
18 determine the employee’s eligibility and benefit.
- 19
- 20 • Employees should go to <https://esd.wa.gov/paid-family-medical-leave/benefits> or
21 www.paidleave.wa.gov for all information pertaining to this leave.
- 22
- 23 • If paid leave is used concurrently with PFML it will be considered a supplemental benefit.
24 (Example: PFML may pay 90% of employee’s wage, employee may utilize their own leaves to
25 supplement the 10% pay loss).
- 26
- 27 • District and employees shall pay WA PFML premium costs as per state law.

28
29 **Section 11.4.**

30 Vacation credits and sick leave shall not accrue while an employee is on leave of absence, provided
31 however, that seniority shall not be lost.

32
33 **Section 11.5. Leave of Absence (return).**

34 An employee returning from a Leave of Absence as defined under Section 11.2, #1 & 3, or lay-off as
35 defined under Section 13.1. or Lay-off, without an established assignment, will be placed in a
36 Substitute position until a successful bid on an available assignment takes place. During this time, the
37 employee will be paid the employee’s regular rate of pay prior to the Leave of Absence for all hours
38 worked and will not receive other benefits – but may continue COBRA (insurance) payment. Seniority
39 will continue as defined in Article XIII.

ARTICLE XII

VACATIONS

Section 12.1.

All employees subject to this Agreement shall be credited with hours of vacation credit based on contracted hours from September 1 to August 31. Such vacation credit shall be earned, vested, and used as designated in this Article. Contracted hours are defined as those hours assigned for the majority of the year. Upon retirement, PERS 1 employees will not cash out more than thirty (30) days of vacation in their final two (2) years of employment, if that cash out generates “excess cost” billings for PERS 1 participants, to the District. In the event that the above described “excess cost” cash out has taken place, the employee must reimburse the District for the vacation cashed out which generated the excess billing liability. The employee will then be required to take that amount cashed out beyond thirty (30) days in the form of vacation time off, prior to retirement. The vacation days must be used by August 30 of each year and cannot be carried over.

Section 12.1.1.

Eleven (11) or more days worked in the month shall be considered a full month for purposes of earning vacation.

Section 12.1.2.

Ten (10) workdays annually for the first five (5) years if the employee works the full school year (one hundred eighty [180] days). Vacation for an employee who works less than a full school year will be prorated per actual months worked. (Example: an employee that starts a Contract on October 1 will receive nine [9] days the first year.)

Section 12.1.3.

On completion of five (5) consecutive years of service, an employee shall receive one (1) additional day paid vacation. For each additional year of service thereafter, an employee shall receive one (1) additional day up to a maximum of twenty (20) net days annual paid vacation, after proration. The first such additional day shall be credited for use during the sixth year.

Section 12.1.4.

Vacation shall be granted to all employees on August 31, based upon contracted hours worked in the prior fiscal year.

Section 12.1.5.

Available vacation leave may be cashed out at any time during the school year. Vacation may be granted by the Transportation Director on a limited, case-by-case basis. However, no employee should expect vacation leave to be approved based only on the employee’s statement that reservations or trip plans have already been made.

Management will provide a process for which employees may request vacation time on a first come, first served basis, dependent on high use days and availability of Substitutes. Once the employee has been approved, the approval will not be withdrawn by the District.

1 **Section 12.1.6.**

2 Unused Vacation credit will be paid no later than August 31 of each year, unless requested
3 earlier by the employee.
4

5 **Section 12.1.7. Vacation Earned Schedule.**

<u>Vacation Earned</u>	
6	
7	
8	0-5 years 10 days
9	6 years 11 days
10	7 years 12 days
11	8 years 13 days
12	9 years 14 days
13	10 years 15 days
14	11 years 16 days
15	12 years 17 days
16	13 years 18 days
17	14 years 19 days
18	15+ years 20 days
19	
20	
21	

22 **ARTICLE XIII**

23 **SENIORITY**

24 **Section 13.1.**

25 The seniority of the employee within the bargaining unit shall be established as of the date the
26 employee begins continuous daily employment (hereinafter “hire date”) unless such seniority shall be
27 lost as hereinafter provided.
28
29

30 Continuous Daily Employment. The date the employee is awarded a regular assignment consisting of
31 AM/PM route(s). This is applicable to both Drivers and Attendants.
32
33

34 Ties in Seniority Date. When the hire date of two (2) or more employees is identical, seniority will be
35 determined by the first date the employee substituted, and then by the application date. Management
36 reserves the right to determine the first date an employee substitutes based on the skills and abilities of
37 the Substitute.
38

39 *Layoff.* A Driver/Attendant on layoff status who is called back to a regular run will be called back by
40 seniority of those in layoff status and benefits are restored. Bidding shall be done in accordance with
41 seniority of all Drivers and seniority of all Attendants, but in no case shall an employee on layoff have
42 priority over a senior employee. A Driver/Attendant on layoff status called back as a Substitute or
43 temporary shall be entitled to bid on any newly opened or posted route, by seniority of Drivers and
44 seniority of Attendants within the Transportation Department unit. (See Section 13.4.1).
45

46 **Section 13.1.1.**

47 Regular Drivers and regular Attendants can only retain seniority on one (1) list. Any employee
48 changing classifications will be placed at the bottom of the seniority list for that classification.



1 These seniority lists are used for bidding, vacation, and personal leaves. Layoff issues are done
2 according to Section 13.4.1. (In instance of layoff-seniority lists are combined.)
3

4 **Section 13.1.2. Substitute List.**

5 The Substitutes, who work for twenty (20) consecutive or thirty (30) cumulative days in any
6 school year or the previous school year, will be placed on a seniority list applicable only for
7 Substitutes. This list will be used in awarding trips and other bidding for which Substitutes are
8 eligible and available. In the case of tie in seniority, the date on the application will be used to
9 break the tie in list order. The list will be in order of the first date the employee Substitutes.
10 Management reserves the right to determine the first date an employee Substitutes, based on the
11 skills and abilities of the Substitute. Management also reserves the right to determine if and
12 when a Substitute meets the qualifications to bid on a route.
13

14 **Section 13.2.**

15 An employee shall lose seniority for any of the following reasons:

- 16 A. Resignation.
 - 17 B. Discharge for any reason contained in this Agreement.
 - 18 C. Retirement.
- 19

20 **Section 13.2.1.**

21 An employee shall not lose seniority, while on leave of absence, except as defined in Section
22 11.2.
23

24 **Section 13.3.**

25 Seniority rights shall not be lost, and shall continue to accrue, for the following reasons, without
26 limitations.

- 27 A. Time lost by reason of industrial accident, industrial illness, or jury duty.
 - 28 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
29 States.
 - 30 C. Leave of absence as defined in this Agreement.
- 31

32 **Section 13.4.**

33 Seniority shall be considered regarding vacation periods and special trips (including overtime).
34 Seniority shall be given preference in consideration of promotions, assignment to new or open jobs or
35 positions, when ability and performance are substantially equal with those junior individuals. If the
36 District determines that seniority rights should not govern because a junior employee possesses ability
37 and performance substantially greater than a senior employee or senior employees applying, the
38 District shall set forth in writing to the employee or employees its reasons why the senior employee or
39 employees have been bypassed.
40

41 **Section 13.4.1. Layoff.**

42 In the case of layoff, the employee with the greatest seniority (earliest hire date) within a
43 classification shall be retained in preference to any junior employee.
44

45 **Section 13.5.**

46 The parties recognize that permanent Drivers and Attendants are generally hired from the Substitute
47 pool. Therefore, the District shall maintain a continuous Substitute posting for Transportation
48 Department employees. Assignments shall be bid according to the applicable sections of the Contract.

1 **Section 13.6.**

2 All existing assignments will be considered open at scheduled bid or when assignments are vacated by
3 an employee. An employee shall have three (3) workdays from the time of the posting to apply for the
4 assignment. Employees absent because of illness during such three (3) workday period shall be
5 responsible to contact their President or Vice President or Transportation Director to be apprised of
6 any vacancies.

7
8 **Section 13.7.**

9 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
10 District according to layoff ranking. Such employees are to have priority in filling an opening in the
11 classification held immediately prior to layoff. Names shall remain on the reemployment list for one
12 (1) year. Employees on layoff status must contact the District Personnel Office in writing each sixty
13 (60) calendar days. Employees on layoff status shall be given first opportunity to fill Substitute
14 assignments.

15
16 **Section 13.8.**

17 Employees on layoff status shall file their addresses in writing with the personnel office of the District
18 and shall thereafter promptly advise the District in writing of any change of address thereafter to
19 remain active for employment. Any reemployment offer made by the District to an employee must be
20 done by certified mail as well as telephone attempt.

21
22 **Section 13.9.**

23 An employee shall forfeit their rights to reemployment as provided in Section 13.7 if the employee
24 does not comply with the requirements of Section 13.8, or if the employee does not respond to the
25 offer of reemployment within ten (10) workdays.

26
27 **Section 13.10.**

28 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other
29 accrued benefits; provided that such employee is offered a position substantially equal to that held
30 prior to layoff. Such an offer shall be sent by certified mail.

31
32 **Section 13.11.**

33 Time on layoff will be counted as continuous service for the purpose of establishing and retaining
34 eligibility dates.

35
36 **Section 13.12.**

37 The District shall provide a seniority list in September and February of each year.

38
39
40
41 **ARTICLE XIV**

42
43 **PROBATIONARY PERIOD**

44
45 **Section 14.1.**

46 Each new hire shall remain in a probationary status for a period of not more than six (6) calendar
47 months (not including two [2] months in the summer) following the continuing hire date. During the
48 probationary period, the employee will be promptly notified of any performance problems that could



1 affect employment. During the probationary period, the District may discharge such employee at its
2 discretion. A decision to discharge a probationary employee shall be communicated to the Association
3 President. The District will attempt to make such notification prior to such discharge taking effect.
4

5 **Section 14.2.**

6 Probationary employees are considered bargaining unit employees subject to all rights and terms
7 contained herein beginning with the first day of their employment, subject to the terms of Section 14.1.
8
9
10

11 **ARTICLE XV**

12 **DISCHARGE AND EVALUATION OF EMPLOYEES**

13
14
15 **Section 15.1.**

16 The District may discharge any employee subject to this Agreement for justifiable cause.
17

18 **Section 15.2.**

19 The issue of justifiable cause shall be resolved in accordance with the Grievance Procedures of this
20 Agreement. Progressive discipline shall be affected where applicable (verbal, written reprimand,
21 suspension, and termination).
22

23 **Section 15.3. Notification to Non-Annual Employees.**

24 This section is intended to be applicable to those employees whose duties necessarily imply less than
25 twelve (12) months (excluding vacations) work per year.
26

27 **Section 15.3.1.**

28 Should the District decide to discharge any non-annual employee, the employee shall be so
29 notified in writing prior to the expiration of the school year.
30

31 **Section 15.3.2.**

32 Nothing contained herein shall be construed to prevent the District from discharging an
33 employee for acts of misconduct occurring after the expiration of the school year.
34

35 **Section 15.3.3.**

36 Nothing contained in this section shall in any regard limit the operation of other sections of this
37 Article.
38

39 **Section 15.4. Evaluation.**

40 Each employee subject to this Agreement shall be evaluated annually by the Transportation Director or
41 another Manager/Supervisor designated by the Director. Such evaluation shall be made utilizing the
42 employee evaluation form, which shall be attached hereto. Each employee subject to this Agreement
43 may appeal evaluation to the Administration responsible for personnel. Each employee shall have the
44 opportunity to write a rebuttal which will be attached to the evaluation and placed in the personnel file.
45

46 **Section 15.4.1.**

47 Evaluation format will be attached as Attachment “B” of this Contract.
48

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ARTICLE XVI

RETIREMENT

Section 16.1.

The District shall report all hours worked, for all eligible employees, whether straight time, overtime, or otherwise, to the Department of Retirement Systems as required.

Section 16.2.

Employee Retirement Contribution Deferral: The Employee Retirement Contribution to the Public Employees Retirement System shall be tax deferred in accordance with applicable State rules and regulations.

ARTICLE XVII

INSURANCE

Section 17.1.

The parties agree to abide by state law relating to School District Employees Benefits. The School District shall not use state benefit allocations for any purpose other than insurance benefits.

Section 17.2.

The employer agrees to provide the insurance plans, follow employee eligibility rules, and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employees Benefits Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees.

- SEBB health care plans are available for individual employees who work a minimum of six hundred thirty (630) hours or are anticipated to work six hundred thirty (630) hours or more in a school year (Sept 1 – August 31).

The regionally accessible health care programs provided by SEBB carriers will be available to employees and will include:

REQUIRED (100% covered premium)

- Vision
- Dental
- Basic Life
- Long Term Disability
- AD&D Insurance

Voluntary

- SEBB medical plans

Other Benefits

Flexible Spending Arrangement, Medical Flex Savings Accounts, Dependent Care Assistance, and other voluntary employee paid SEBB programs will be available to employees under terms

1 as determined by SEBB. The District will provide access to an Employee Assistance Program
2 at no cost to the employee. Other non-SEBB programs are available to employees but are not
3 funded from the amount provided by the District.
4

5 The District and Association will mutually determine non-SEBB voluntary plans. These plans
6 may not be implemented without prior written agreement of the District and Association. A list
7 of the programs eligible for payroll deduction is available at the District payroll office.
8

9 **Enrollment Period**

10 Enrollment period will be from October 1st to November 15th or as otherwise set by SEBB.
11 When the enrollment ends, no insurance options may be added or deleted during the Contract
12 year except for changes in family status or job status. If an employee fails to enroll within the
13 open enrollment period the employee will be placed on the default medical, dental and vision
14 plans as determined by SEBB.
15

16 If an employee is hired after the open enrollment period, he or she may enroll in approved plans
17 prior to the first day of the following month. If the employees fail to enroll, they will be placed
18 in a default medical, dental and vision plans as determined by SEBB. Coverage will begin the
19 first day of the month following the date of hire.
20

21 **Termination of Benefits**

22 For employees who resign their position but are employed through the last workday of the
23 school year, their resignation will be deemed effective on August 31st and their SEBB benefits
24 will continue to that date. When resignation/termination takes place during the school year, the
25 employee's SEBB benefits will continue to the last day of the month in which
26 resignation/terminations occur.
27

28 **Sharing Health Care Contributions**

29 SEBB does not allow for dual coverage within SEBB. Spouses/domestic partners who are both
30 employees of the District may choose to enroll both employees for medical coverage under one
31 (1) SEBB account along with medical and required benefits for their dependents. However,
32 each employee must register for dental, vision, and other required benefits under their own
33 SEBB account.
34

35 **Ineligibility**

36 If the District does not anticipate an employee will be eligible, they must notify the employee
37 as per all SEBB rules and laws. The District will not deny or limit an employee's work hours
38 for the purpose of preventing SEBB benefit eligibility.
39

40 **Section 17.3. Leave of Absence.**

41 Those employees who are on approved (unpaid) leave of absences in accordance with Article XI,
42 Section 11.1, and who do not continue their insurance during their leave of absence (self-pay) may
43 reinstate insurance benefits upon the conclusion of their leave of absence.
44

45 **Section 17.4. Less Than Twelve (12) Months Coverage.**

46 For those employees whose work year may be less than twelve (12) months, insurance coverage shall
47 continue for twelve (12) months, provided, however, that the employee continues to meet the
48 eligibility requirements, and has not terminated from district employment.

1
2 **Section 17.5. Payment of Employee Portion (Less than 12 Month pay).**

3 For those employees paid on a less than twelve (12) month basis, arrangements to pay their out-of-
4 pocket amounts for the non-work months must be made prior to May 10 of each school year.

5 Employees can select one of the following options:
6

7 **Personal Checks** - Personal checks to cover the employee's out of pocket portion of summer
8 months (July and August) must be submitted to the District payroll office by June 30th. Failure
9 to remit may result in the loss of benefits.
10

11 **Payroll Deduction** - Employees opting to have payroll deductions in the months of May and
12 June, to satisfy their July/August premium portions must sign the authorization form for a
13 payroll deduction.
14

15 Those employees performing summer work may modify their above decision and have those portions
16 deducted from the summer pay warrants. Any decision to modify must be in writing and submitted to
17 payroll by June 30th.
18

19 Regardless of the option of payment chosen, failure to make arrangements for non-work months
20 payments may result in loss of coverage.
21

22 **Section 17.6. Benefits - Contracts.**

23 RCW 28A 400.275. Employee Benefits-Contracts. Any Contract for employee benefits executed after
24 April 13, 1990, between a school district and a benefit provider or employee bargaining unit is null and
25 void unless it contains an agreement to abide by state laws relating to school district employee
26 benefits. The term of the Contract may not exceed one (1) year.
27

28 **Section 17.7. Tort Liability.**

29 The District shall provide tort liability coverage for all employees subject to this Agreement.
30

31 **Section 17.8. State Industrial Insurance. (Workers Compensation).**

32 The District shall cover employees with State Industrial Insurance. Payment of premiums will be
33 shared by the District and the employee in accordance with State regulations.
34

35 **Section 17.9. Liability / Personal Property Damage.**

36 In the event an employee's personal property is damaged or stolen in the course of performing School
37 District business, the following provisions apply:
38

39 It is agreed that coverage is afforded for loss or damage to personal property of school employees
40 while such employees are engaged in maintenance of order and discipline and the protection of school
41 personnel, school property, or students subject to the following provisions:
42

- 43 1. The limit of liability for any one (1) occurrence shall be two hundred fifty dollars (\$250) per
44 claim. Reimbursement can be requested for the cost of repair or replacement. If an item is
45 damaged beyond repair, the actual value at the time of the damage is claimed.
46
- 47 2. Items under twenty-five dollars (\$25) will not be subject to claim pursuant to this section.
48

1 3. Requests for reimbursement shall be made on the District Property Loss/Damage form and
2 submitted to the Business Office.

3
4 4. Employees eligible for reimbursements under this provision shall register personal property
5 with the District Director of Transportation.

6
7 The District shall reimburse up to five hundred dollars (\$500) per incident per employee for damage
8 caused by verified vandalism to the employee's vehicle sustained during the course of employment.
9 The employee must exhaust their own insurance recovery possibilities before being eligible for
10 reimbursement from the District. If the employee does not have insurance coverage, reimbursement
11 shall not exceed five hundred dollars (\$500). Payment will be made after the employee has provided
12 documentation of their expenditure and submission to the employee's own insurance carrier.

13 14 15 16 **ARTICLE XVIII**

17 18 **VOCATIONAL AND PROFESSIONAL DEVELOPMENT TRAINING**

19 20 **Section 18.1.**

21 It is mutually agreed that the Association and the District will cooperate in developing in-service
22 programs needed by the District and Association members. The District will provide up to two
23 thousand dollars (\$2,000) per year for professional staff development (workshops, seminars, etc.). The
24 specific expenditure of these funds will be determined jointly by a committee of two administrators,
25 designated by the District and three Association members designated by the Association President.
26 These funds will not be used for Union-related meetings, seminars, and workshops.

27 28 **Section 18.1.2.**

29 The District will fund employees to go to the State WAPT conference based on budget
30 availability. Professional development funds will not be used. Priority will be given to
31 employees who have not attended a conference in the past and by seniority. A sign-up list will
32 be posted in early April. An alternate list will be available in case of cancellations.

33 34 **Section 18.2.**

35 When attendance is required, employees will be paid at their regular rate for time spent in attendance at
36 required training's that fall outside their contracted (school) days.

37 38 **Section 18.3.**

39 All employees must **obtain and/or maintain** a valid First Aid Card with the District. The District will
40 pay the renewal course costs for a CPR/First Aid Card and attendance time at the employee's hourly
41 rate.

42 43 **Section 18.4.**

44 Vocational training, whenever possible, shall take place the week immediately preceding the opening
45 of school and shall be full day sessions. The District will provide safety meetings as needed.

1 **Section 18.5.**

2 The Superintendent’s designee or Director of Transportation may grant absences with pay to classified
3 employees to attend conferences, workshops, and conventions, when such meetings are related to the
4 transportation field.

5
6 **Section 18.6. Workshops/Professional Development.**

7 Workshops/Professional Development will be scheduled on early release and/or teacher professional
8 days when possible.

9
10 **Section 18.6.1.**

11 Employees may request permission to attend conferences, workshops, and other training’s not
12 scheduled by the District or Staff Development. Requests for reimbursement may be approved
13 by management, depending on the nature of the training, the relevance to the employee’s
14 position and the availability of the District’s training budget.

15
16 **Section 18.6.2.**

17 Employees may be required to share the content of the training with other members of the
18 workforce within a reasonable time of returning.

19
20 **Section 18.6.3.**

21 Employees will be paid for their time when they are approved to serve on a District committee,
22 provided other District employees are paid.

23
24
25 **ARTICLE XIX**

26
27 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

28
29
30 **Section 19.1.**

31 Under Washington law, the District will not discriminate, restrain, retaliate, coerce, or interfere with an
32 employee’s right to join or maintain membership in the Association. Shall a member elect to revoke
33 their membership they must do so in writing to the Public School Employees of Washington/SEIU
34 Local 1948.

35
36 **Section 19.2.**

37 The District will notify the Association of all new hires within ten (10) business days of Board
38 approval.

39
40 **Section 19.3.**

41 An employee's written, electronic, or recorded voice authorization to have the employer deduct
42 membership dues from the employee's salary must be made by the employee to Public School
43 Employees of Washington / SEIU Local 1948 (PSE). If the employer receives a request for
44 authorization of deductions, the employer shall as soon as practicable forward the request to PSE.

45
46 Upon receiving notice of the employee's authorization from Public School Employees of Washington /
47 SEIU Local 1948 (PSE) the employer shall deduct from the employee's salary membership dues and
48 remit the amounts to PSE, by the first Monday following payroll.



1 The employee's authorization remains in effect until expressly revoked by the employee in accordance
2 with the terms and conditions of the authorization. An employee's request to revoke authorization for
3 payroll deductions must be in writing and submitted by the employee to Public School Employees of
4 Washington / SEIU Local 1948 (PSE) in accordance with the terms and conditions of the
5 authorization. Revocations will not be accepted by the employer if the authorization is not obtained by
6 the employee to PSE. After the employer receives confirmation from the exclusive bargaining
7 representative that the employee has revoked authorization for deductions, the employer shall end the
8 deduction effective on the first payroll after receipt of the confirmation. The employer shall rely on
9 information provided by the exclusive bargaining representative regarding the authorization and
10 revocation of deductions.

11
12 **Section 19.4. Hold Harmless.**

13 PSE will defend and indemnify the employer against any claims, suits, orders, judgments, or issues, as
14 a result of the District's acceptance of voice and or electronic authorizations and/or PSE's
15 representations regarding the existence of a valid membership authorization.

16
17 **Section 19.5. Check-off.**

18 It is mutually agreed that in accordance with RCW 41.56.110, the School District shall withhold the
19 employee's current monthly dues, assessments, voluntary political contributions by payroll deduction
20 upon an employee's written, electronic, or recorded voice authorization and remit them to the
21 Treasurer of the State Office of the Public School Employees of Washington/SEIU Local 1948.
22 Transmissions will include payments and an electronic list of all represented employees with deduction
23 amounts. A dues remittance form needs to accompany the payment every month and include
24 membership status changes.

25
26 **Section 19.6. Political Action Committee.**

27 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
28 deduct from the pay of such bargaining unit employee the amount of contribution the employee
29 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union.

30
31
32 **ARTICLE XX**

33
34
35 **GRIEVANCE PROCEDURE**

36
37 **Section 20.1.**

38 Grievances or complaints arising between the District and its employees within the bargaining unit
39 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
40 Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.

41
42 **Section 20.2.**

43 Grievances related to the interpretation and/or application of this Agreement when filed in the name of
44 the Association or when filed by an individual when resolution can only be obtained through the
45 Superintendent or his/her designee, may be initiated at the Superintendents level as provided
46 hereinafter.

1 **Section 20.3. Grievance Steps.**

2 The Grievance Steps are as follows, and explained in detail below:

- 3
- 4 ➤ **Step I.** – Informal meeting with Supervisor within twenty (20) workdays of occurrence
 - 5
 - 6 ➤ **Step II.** – Submit, in writing, to Supervisor within ten (10) workdays of conclusion of Informal
 - 7 process
 - 8
 - 9 ➤ **Step III.** – Submit to Human Resources within fifteen (15) workdays of receipt of denial or
 - 10 non-response
 - 11
 - 12 ➤ **Step IV.** – Submit to School Board within fifteen (15) workdays of receipt of response or non-
 - 13 response
 - 14
 - 15 ➤ **Step V.** – (Demand for Arbitration)
 - 16

17 **GRIEVANCE STEPS / TIMELINES.**

18 **Section 20.4. STEP I.**

19 The employee shall first discuss the grievance with the immediate supervisor. The employee may be
20 accompanied by an Association representative at such discussion. Employees and/or Association
21 officers engaging in Step I discussion will provide the specific occurrence and date of the occurrence
22 to facilitate discussions. All grievances not brought to the immediate supervisor in accordance with the
23 preceding sentence within twenty (20) workdays of the occurrence or the knowledge of the occurrence
24 of the grievance shall be invalid and subject to no further processing. Management shall respond to the
25 issue within ten (10) workdays of the conclusion of the Step I informal meeting.
26

27 **Section 20.5. STEP II.**

28 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
29 subsection, the employee shall reduce to writing a statement of the grievance containing the following:

- 30
- 31 A. The facts on which the grievance is based.
 - 32 B. A reference to the provisions in this Agreement, which have been allegedly violated.
 - 33 C. The remedy sought.
 - 34

35 The employee shall submit the written statement of grievance within ten (10) workdays of the
36 conclusion of the Step I informal, to the immediate supervisor for reconsideration and shall submit a
37 copy to the official in the Administration responsible for personnel. The parties will have five (5)
38 workdays from submission of the written statement of grievance to resolve it by indicating on the
39 statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance
40 shall sign it.

41 **Section 20.6. STEP III.**

42 If no settlement has been reached within the five (5) workdays referred to in the preceding subsection,
43 and the Association believes the grievance to be valid, a written statement of grievance shall be
44 submitted within fifteen (15) workdays to the District Superintendent or designee. After such
45 submission, the parties will have ten (10) workdays from submission of the written statement of
46 grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable
47 disposition is made, all parties to the grievance shall sign it.
48

1 **Section 20.7. STEP IV.**

2 If no settlement has been reached within the ten (10) workdays referred to in the preceding paragraph,
3 and the Association believes the grievance to be valid, a written statement of grievance shall be
4 submitted within fifteen (15) workdays to the District Board of Directors. The Board will meet within
5 fifteen (15) workdays to hear the matter. After the Board's meeting, they will render their decision
6 within ten (10) workdays.

7
8 **Section 20.8. STEP V.**

9 If no settlement has been reached within the ten (10) workdays referred to in the preceding subsection,
10 and the Association believes the grievance to be valid, a demand for arbitration shall be submitted to
11 the Superintendent, or designee, within ten (10) workdays. Any dispute, claim, or grievance arising out
12 of or relating to the interpretation, or the application of this Agreement shall then be submitted to
13 arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. If
14 mutually agreed, the parties may submit to arbitration under the Expedited Labor Arbitration Rules of
15 the American Arbitration Association. The parties further agree to accept the arbitrator's award as final
16 and binding upon them.

17
18 **Section 20.9.**

19 The grievance or arbitration discussion shall take place whenever possible on school time. The
20 Employer shall not discriminate against any individual employee or the Association for taking action
21 under this Article.

22
23
24
25 **ARTICLE XXI**

26
27 **SALARIES**

28
29 **Section 21.1.**

30 Salaries for employees subject to this Agreement, during the term of the Agreement, are contained in
31 Schedule A attached hereto and by this reference incorporated herein.

32
33 **Section 21.1.1. Payroll Errors.**

- 34 1. Underpayments must be reported by the employee to the Transportation Secretary.
35 Underpayments reported within five (5) business days of the payday (the last business day
36 of the month) will be corrected in five (5) to seven (7) business days from the date the error
37 is reported.
- 38 2. Underpayments reported more than five (5) business days after payday will be corrected on
39 the next scheduled payday.
- 40 3. Debits caused by overpayments shall be discussed with the employee and deducted over the
41 same period (number of months) as the overpayment took place.
- 42 4. It is understood that payroll corrections, both overpayments and underpayments, will be
43 limited to a maximum period of thirty-six (36) months prior to the determination of the
44 overpayment/underpayment.
45
46
47
48



1 **Section 21.2.**

2 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the Terms
3 and Conditions of Section 23.3. Should the date of execution of this Agreement be subsequent to the
4 effective date, salaries, including overtime, shall be retroactive to the effective date.

5
6 **Section 21.3.**

7 Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this
8 Agreement, or in the case of retroactive pay resulting from negotiations pursuant to Section 23.3, on
9 the first regular pay day following Agreement on such schedule.

10
11 **Section 21.4.**

12 For the purpose of calculating daily hours, time worked shall be rounded up to the nearest five (5)
13 minutes.

14
15 **Section 21.5.**

16 The District will designate a preferred provider for DOT physicals which will also determine the
17 reimbursable rate if the employee chooses to use another provider. The District will only reimburse up
18 to the amount as the designated provider charges. The employee can look up qualified physicians on
19 the internet by searching “National Registry” or by going to
20 <https://nationalregistry.fmcsa.dot.gov/home>.

21
22 **Section 21.6.**

23 The District will pay the cost of the CDL license endorsement for employee's renewals.

24
25 **Section 21.6.1.**

26 For Driver Substitutes, fifty percent (50%) of the cost of obtaining the CDL will be paid at the
27 completion of thirty (30) cumulative workdays. The final fifty percent (50%) of the cost of
28 obtaining the CDL will be paid at the conclusion of ninety (90) cumulative workdays.

29
30 Should the employee fail any part of the CDL qualification process, or require additional
31 testing such as sleep studies, stress test, vision tests, blood work and the like, the District is not
32 responsible to reimburse the employee. Should the employee choose to re-test, it will be at the
33 employee’s expense.

34
35 **Section 21.7. Mandatory Drug Testing.**

36 Mandatory drug testing will be conducted in accordance with all applicable laws, rules, and
37 regulations. All costs associated with mandatory drug testing shall be paid by the employer, including
38 travel time/mileage. Mileage shall be paid only when a district vehicle is unavailable for use.

39
40 **Section 21.8. Longevity.**

41 Longevity incentive percentage pay is only applicable with continuous years of service within the
42 entire Kennewick School District. Shall employees move from another bargaining unit within the
43 Kennewick School District without a break in service those years shall be applicable for longevity
44 incentive percentage pay only. Example: Employee worked for twenty (20) years in Maintenance and
45 Operations as a Custodian and comes over as a Bus Driver with no previous driving experience. The
46 employee would receive longevity incentive percentage pay, based off Step I pay, unless the employee
47 has previous bus driving experience and was placed at a higher Step, and the employee has not
48 resigned from Kennewick School District.



1 Employees hired after September 1, 2015, shall not be entitled to counting years of service toward
2 longevity incentive pay if a break in employment occurred. Years of service is determined by the date
3 the employee commenced continuous daily employment with the Kennewick School District, not
4 counting time spent as a Substitute employee.

5
6 Employees who were hired prior to September 1, 2015, shall be grandfathered, and have all years of
7 service within Kennewick School District apply for longevity purposes, regardless of a break in
8 service. It shall be the employee's responsibility to notify Human Resources should the employee
9 believe that he or she is entitled to credit for longevity incentive pay.

10
11 **Section 21.9.**

12 Employees may be given credit for up to eight (8) years of previous experience in another school
13 district as a Bus Driver or Attendant (within the same classification). Such employees may be placed
14 on the appropriate step. Although longevity pay is for years of service in Kennewick School District
15 only.

16
17 **Section 21.10.**

18 New employees will determine whether to be paid over a ten (10) month period (September 1- June
19 30) or twelve (12) month period (September 1 - August 31) at the time of hire. No adjustments will be
20 allowed after bid each year.

21
22 At bid, prior to the start of the school year, employees will indicate on the bid sheet whether to be paid
23 ten (10) months or twelve (12) months. The choice will remain in place until the following year when a
24 new choice can be made at bid. (This assumes the bid will occur in August only).

25
26 **Section 21.11.**

27 Incremental steps, where applicable, shall take effect on September 1 of each year, provided the
28 employee has completed five (5) work months of employment. Employees working less than (5) work
29 months in the end of the school year will remain in their current Step through the following year.

30
31
32 **ARTICLE XXII**

33
34
35 **SEPARABILITY OF PROVISIONS**

36
37 **Section 22.1.**

38 If any provisions of this Agreement or the application of any such provision is held invalid, the
39 remainder of this Agreement shall not be affected thereby.

40
41 **Section 22.2.**

42 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with
43 State or Federal statutes or regulations promulgated pursuant thereto.

44
45 **Section 22.3.**

46 In the event either of the foregoing sections is determined to apply to any provision of this Agreement,
47 such provision shall be renegotiated pursuant to Section 23.3.

1 **ARTICLE XXIII**

2 **TERM**

3
4
5 **Section 23.1.**

6 The term of this Agreement shall be September 1, 2023, to August 31, 2026.

7
8 **Section 23.1.1.**

9 This Agreement constitutes the entire Agreement of the parties superseding and invalidating
10 any previous commitments of any kinds, for the duration of this agreement, except as defined
11 in Article V.

12
13 **Section 23.2.**

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

16
17 **Section 23.3.**

18 This Agreement may be reopened and modified at any time during its term upon mutual consent of
19 both parties in writing and to consider the impact of any legislation enacted following the execution of
20 this Agreement which may arguably affect the terms and conditions herein or create authority to alter
21 personnel practices in public employment. The parties agree each September 1st of the following years
22 Schedule A will reflect the following:

- 23
24 • 2023-2024 - 3.7% IPD increase plus addition of a new step between years 3-15
25 • 2024-2025 - All employees shall receive IPD
26 • 2025-2026 - All employees shall receive IPD

27
28 Longevity increases of 1.5% above Step 3 for years (16-20) and an additional 1.5% increase above
29 Longevity of (16-20) years at year 21 and beyond.

30
31
32
33 **SIGNATURE PAGE**

34
35
36
37
38 PUBLIC SCHOOL EMPLOYEES OF
39 WASHINGTON / SEIU LOCAL 1948

40
41 KENNEWICK TRANSPORTATION CHAPTER

KENNEWICK SCHOOL DISTRICT #17

42
43
44 BY: /E-signed by Peggy Morgan/
45 Peggy Morgan, Chapter President

BY: /E-signed by Toni Neidhold/
Toni Neidhold, Director of Human Resources

46
47 DATE: January 22, 2024

BY: January 17, 2024



KENNEWICK TRANSPORTATION
PSE SCHEDULE A
SEPTEMBER 1, 2023 – AUGUST 31, 2024

3.7% Increase

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
					<i>Longevity 1.5%</i>	<i>Longevity 1.5%</i>
YEARS OF SERVICE	0-2 YEARS	3-5 YEARS	6-10 YEARS	11-15 YEARS	16-20 YEARS	21+ YEARS
Driver	\$24.79	\$25.23	\$25.59	\$25.98	\$26.37	\$26.77
Attendant	\$20.01	\$20.35	\$20.68	\$20.99	\$21.30	\$21.62
Substitute Driver	Training	\$18.00				
	Sub Wage	\$18.50				
	After 1 year	\$20.00				
Substitute Attendant	Training	\$16.00		Effective 1/1/2023		
	Sub Wage	\$16.75				
	After 1 Year	\$17.25				



ATTACHMENT "A"

Kennewick School District

1000 W. Fourth Avenue, Kennewick, Washington, 99336, (509) 222-5000

Transportation Form			
<p>The purpose of this form is to start or change transportation arrangements for eligible students. This information is CONFIDENTIAL and can only be viewed by staff responsible for providing services to the student.</p>			
Student Information			
Student Name:		Date:	
Student ID:	State ID:	Transportation start date:	
Birthdate:	Age:	Staff requesting transportation:	
Primary Physician:		Phone:	
Preferred Hospital:		<input type="checkbox"/> Closest	
Designated address where student is to be picked up?		Phone:	
Designated address where student is to be dropped off?		Phone:	
Comments:			
School:	Grade:	Case Manager:	Placement:
Attendance days: <input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> All Day <input type="checkbox"/> AM <input type="checkbox"/> PM <input type="checkbox"/> Other			
The student requires special equipment: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Student	Yes/No		
Student has difficulty communicating:	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Student has an individual Health Plan:	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Student Receives Medication:	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Student has behavioral difficulties:	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Student has breathing difficulties:	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Student has an emergency care plan:	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Student requires mobility assistance:	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Other:	<input type="checkbox"/> Yes <input type="checkbox"/> No		



ATTACHMENT "B"

KENNEWICK SCHOOL DISTRICT #17- Transportation Performance Appraisal for Classified Employees

NAME OF EMPLOYEE: _____ POSITION: _____
DEPARTMENT: _____ DATE: _____

Unsatisfactor y	Needs Improvement	Meets Expectations	Primary Job Functions:
			1. Job Knowledge and Performance: Exhibits a full understanding of all aspects of the position.
			2. Quality of work: Strives for efficiency, works effectively with staff and students, takes ownership of final outcome of assigned job duties, accurately completes all operational records and reports as requested/required. Time sheets and payroll reporting are accurate.
			3. Dependability: Follows through on instructions, completes assignments, completes work in a timely manner, arrives to work and is on duty as assigned.
			4. Initiative: Able to complete tasks with appropriate level of supervision, takes independent action when necessary, actively pursues professional development, utilizes new information in daily practices.
			5. Problem Solving: Solves problems effectively, remains calm, stays focused on the problem at hand.
			6. Professionalism: Exhibits professional attitude towards job, treats coworkers, students, supervisors and the public with respect, responds positively to management, copes with conflict appropriately, dress is appropriate to position, responds positively to constructive feedback.
			7. Attendance: Is regular in daily attendance and punctual to assigned duties.
			8. Cooperation/Teamwork: Exhibits ability to work effectively with others, deals positively with change, solves problems effectively, maintains a positive attitude with co-workers, assists others as needed, works effectively with staff, students, parents and the community, works toward the betterment of the District.
			9. Work Environment: Keeps work environment neat and organized. Keeps bus and equipment clean.
			10. Safety: Performs job safely, follows safety expectations and procedures, promptly reports safety hazards. Meets physical fitness expectations for assigned position.
			11. Supervision of children: Supervises children in a safe and appropriate manner. Safely and effectively assists handicapped children in boarding and landing from the bus as required.
			12. Makes referrals to appropriate school office regarding students as needed
			DRIVERS ONLY
			1. Performs pre-trip inspection of bus to ensure it is in safe operating condition
			2. Checks and cleans the bus upon completion of a run.
			3. Maintains established schedule for the route(s) consistent with safe driving practices and passenger safety
			4. Complies with State, Local and District regulations regarding school bus operation

Employee's and Reviewer's Comments and Notes (include evaluation number being commented on):

This report is based upon my observation and knowledge. It represents my best judgment of this employee's performance.

Signature of Evaluator, Title _____ Date: _____

I have reviewed this report. My signature does not necessarily indicate agreement with this rating.

Signature of Employee _____ Date: _____

Reviewed By: _____ Date: _____

Distribution – Original Human Resources – Copy to Employee – Copy Transportation Director



ATTACHMENT “C”
KENNEWICK SCHOOL DISTRICT #17 TRANSPORTATION
SALARY ENHANCEMENT/CLOCK HOURS

It is mutually agreed that the Clock Hour Program is put into place to benefit both the Transportation staff members and the school district. Clock hours may be awarded for workshops and classes voluntarily taken by the employee outside of their paid work time, as long as the workshop/class is directly applicable to the employee’s present position in the school district and is pre-approved by the Transportation Director.

1. An employee wishing to earn clock hours must request pre-approval from their program supervisor on the district-approved clock hour application form. The employee should complete the top of the form, attach a copy of the course offering/flier, and submit it to the supervisor a minimum of ten (10) days prior to taking the class/workshop for review, processing, and final approval. The supervisor will sign the form, and it will be returned to the applicant in a timely manner, but no later than five (5) workdays prior to the workshop.
2. Up to three (3) workshop coordinators shall earn workshop clock hour credits, as well as one (1) extra clock hour for a total of up to ten (10) additional clock hours per school year. Seniority shall be the determining factor in the selection of workshop coordinators, shall more than three (3) employees show interest. Such seniority should be for all Transportation. Although, current workshop coordinators that volunteered prior to September 1, 2019 shall remain until they voluntarily resign.
3. The workshop/class must meet the guideline that it is appropriate and applicable to the employee’s current position. It may be offered by the Kennewick School District, ESD 123, Staff Development Committee, college, or other appropriate institution. If an application is in question, it will be reviewed by the Staff Development Committee and Classified Human Resource Director.
4. If the clock hour request is not approved, a written explanation will be given to the employee being denied.
5. Only time spent in the workshop/class session is allowable for credit. Travel time, independent study time, meal, and break times, etc., are not acceptable.
6. Clock hours may only be earned for time attended in class/workshops beyond paid workhours. If release time is granted to attend the workshop, clock hours may not be earned during the released time.
7. After the class/workshop is completed, the district-approved form must be submitted to the Classified Personnel Office with a certificate of attendance, registration receipt, or transcript attached to the request. The Personnel Office will return a copy of the form to the employee after it has been received and approved. All work must be completed, verified, and submitted to the Personnel Office no later than June 30th for the current school year. Clock hours must be submitted as attended within the current year (No exceptions).
8. Once earned, the clock hour enhancement pay is continuing each year and is cumulative as earned thereafter.
9. One clock hour is awarded for each hour of attendance in approved classes.
 - A. The payment schedule is:
 - 50 clock hours = \$75.00 per year
 - 100 clock hours = \$150.00 per year
 - 125 clock hours = \$175.00 per year
 - 150 clock hours = \$250.00 per year
 - B. \$250.00 is the maximum allowable per year.

Clock Hours enhancement pay is applied to salaries once a year on September 30th.



1 **MEMORANDUM OF UNDERSTANDING**

2
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT
4 BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948,
5 KENNEWICK TRANSPORTATION CHAPTER AND KENNEWICK SCHOOL DISTRICT #17
6 PURSUANT TO ARTICLE XXIII, SECTION 23.3 OF THE CURRENT COLLECTIVE
7 BARGAINING AGREEMENT.
8

9
10 The Parties agree to the following:
11

12
13 In an effort to continue to recruit new Drivers and Attendants, the District will offer a two hundred
14 fifty dollar (\$250) per referral bonus for each new Driver and/or Attendant hired that works for the
15 District for at least six (6) months. The new hire must indicate who referred them for the position.
16 Payment shall be processed following the six (6) month employment mark.
17

18
19 This Memorandum of Understanding shall become effective on September 1, 2023, shall remain in
20 effect through the 2023-2024 school year, and shall be attached to the current Collective Bargaining
21 Agreement.
22

23
24 Both Parties agree to revisit this Memorandum of Understanding annually through the 2025-2026
25 school year.
26

27
28
29 PUBLIC SCHOOL EMPLOYEES OF
30 WASHINGTON/SEIU LOCAL 1948

31
32 KENNEWICK TRANSPORTATION

33
34
35 KENNEWICK SCHOOL DISTRICT #17

36 BY: */E-signed by Peggy Morgan/*
37 Peggy Morgan, Chapter President

38 BY: */E-signed by Toni Neidhold/*
39 Toni Neidhold, Director of Human Resources

40
41
42
43
44
45
46
47
48
DATE: *Dec 7, 2023*

DATE: *Dec 4, 2023*



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12

LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, KENNEWICK TRANSPORTATION CHAPTER AND KENNEWICK SCHOOL DISTRICT #17 PURSUANT TO ARTICLE XXIII, SECTION 23.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

The following section(s) of the Collective Bargaining Agreement are amended as follows:

Section 7.7. Trips, Drops and Returns.

- 13 1. Any and all bus transportation assignments other than regular daily scheduled assignments, or
14 those trips falling under the Trip Driver definition shall be considered trips.
- 15
16 2. Trips shall be posted for employees' consideration and shall be made available for bid as
17 received for at least three (3) workdays, except under extenuating circumstances (See Late Trip
18 Ticket Section).
- 19
20 3. Trips shall be assigned in accordance with the seniority of those Drivers signing the trip ticket
21 and in accordance with Article VII.
- 22
23 4. Trips will be assigned to the senior Driver signing the trip ticket and who will not go into
24 overtime. However, if all Drivers signing the ticket go into overtime, the most senior Driver
25 signing the ticket shall be awarded the trip.
- 26
27 5. If overtime occurs after the trip has been awarded but the employee is then assigned additional
28 hours for emergency purposes at management direction (such as a need for immediate
29 assistance to take a non-contracted trip or for route coverage), the employee may keep the
30 assigned trip.
- 31
32 6. If the employee is absent the day the trip is awarded, they will not be eligible to take the trip.
33 An exception would be allowed for employees who needed rest because of a late trip.
- 34
35 7. If a trip ticket is returned after being awarded, that Driver will be ineligible to drive other trips
36 scheduled for the same day.
- 37
38 8. Once trips have been assigned, those assigned trips shall be provided to the Association
39 President and Vice President within two (2) days of assignment, upon request.
- 40
41 9. Trips turned back shall be assigned to the next eligible senior, available Driver signing that
42 ticket.
- 43
44 10. If there is no available Driver that signed the ticket, management may assign based on seniority
45 and availability, however, in no event will a trip be removed from the successful bidder once
46 awards are made.
- 47



11. Once trips are awarded/assigned they should not be turned back by the employee except in cases of emergency, illness, or uncontrollable circumstances. Trips turned back by the employee for reasons other than those stated above will render that employee ineligible for any trips for that specific date.
12. In the event a trip has been assigned to a Bus Driver wherein no trip exists, the employee shall receive three (3) hours show-up time unless the employee is available to return to their assigned route and route time without interruption of service.
13. If any employee shows a pattern of turning back trips (up to two [2] or more), after an investigation of the reason, the employee may be blocked from taking trips for up to a period of one (1) month. Further turn-backs will result in the employee being ineligible for trips pending the outcome of an investigation.
14. ~~Drops scheduled within the employee's regular workday or scheduled to start before the end of the compensated time of the employee's workday will be paid as worked. Drops scheduled outside of the employee's regular workday will be paid a minimum of one (1) hour or actual time, whichever is greater.~~ **Drops that are continuous to any shift within a regular workday will be paid actual time. Stand-alone drops scheduled during the regular workday will be paid a minimum of one (1) hour or actual time.**
15. ~~Returns scheduled within the employee's regular workday or scheduled to start before the end of the compensated time of the employee's regular workday will be paid a minimum of two (2) hours or actual time, whichever is greater.~~ Returns that **are continuous to or from** any shift within a regular workday will be paid actual time. **The nine (9) minute post trip time will be added to the trip ticket after fueling and cleaning.**

Stand-alone returns during a regular workday will be paid no less than one (1) hour.

~~Returns scheduled outside of the workday will be paid actual time. (i.e. from end of pm shift to end of trip)~~ **Returns scheduled after the end of the employee's PM shift, will be paid from the end of the PM shift to the end of the trip. The nine (9) minute post trip time will be added to the trip ticket after fueling and cleaning.**

This Letter of Agreement shall become effective September 1, 2023, and shall remain in effect until August 31, 2026, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

KENNEWICK
TRANSPORTATION CHAPTER

KENNEWICK SCHOOL DISTRICT #17

BY: /e-signed by Peggy Morgan/
Peggy Morgan, Chapter President

BY: /e-signed by Toni Neidhold/
Toni Neidhold, Director of Human Resources

DATE: June 17, 2024

DATE: June 17, 2024



LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, KENNEWICK TRANSPORTATION CHAPTER AND KENNEWICK SCHOOL DISTRICT #17 PURSUANT TO ARTICLE XXIII, SECTION 23.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

Schedule A for the 2024-2025 school year shall be amended as attached.

This Letter of Agreement will be effective September 1, 2024, shall remain in effect until August 31, 2025, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948

KENNEWICK TRANSPORTATION CHAPTER

KENNEWICK SCHOOL DISTRICT #17

BY: /e-signed by Peggy Morgan/
Peggy Morgan, Chapter President

BY: /e-signed by Toni Neidhold/
Toni Neidhold, Director of Human Resources

DATE: 09/03/24

DATE: 09/03/24



SCHEDULE A 2024-2025

**Kennewick Transportation
Schedule A
September 1, 2024-August 31, 2025
3.7% increase**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
					<i>Longevity 1.5%</i>	<i>Longevity 1.5%</i>
YEAR OF SERVICE	0-2 YEARS	3-5 YEARS	6-10 YEARS	11-15 YEARS	16-20 YEARS	21+ YEARS
<u>Driver</u>	\$25.71	\$26.16	\$26.54	\$26.94	\$27.34	\$27.75
<u>Attendant</u>	\$20.75	\$21.10	\$21.45	\$21.77	\$22.10	\$22.43
<u>Substitute Driver</u>	Training	\$20.00				
	Sub Wage	\$21.00				
	After 1 year	\$23.00				
<u>Substitute Attendant</u>	Training	\$16.50		Effective 1/1/2024		
	Sub Wage	\$16.75				
	After 1 Year	\$18.50				



1 **MEMORANDUM OF UNDERSTANDING**

2
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT
4 BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948,
5 KENNEWICK TRANSPORTATIO CHAPTER AND THE KENNEWICK SCHOOL DISTRICT #17
6 PURSUANT TO ARTICLE XXIII, SECTION 23.3 OF THE CURRENT COLLECTIVE
7 BARGAINING AGREEMENT.
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10 The CTE program has acquired a vehicle through CTE specific funding. Based on that funding, only
11 CTE staff can use the vehicle. The program wishes to use the vehicle to transport students in the
12 programs to class related work.
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15 The District and Association agree that only CTE staff shall be able to transport CTE students to and
16 from events related to their classroom work. This would be an exception to Section 7.8 related to *non-*
17 *District* vehicles for transporting twelve (12) students or less since the CTE program does own the
18 vehicle.
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27 This Letter of Agreement shall become effective upon signature, shall remain in effect until
28 August 31, 2026, and shall be attached to the current Collective Bargaining Agreement.
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33 PUBLIC SCHOOL EMPLOYEES OF
34 WASHINGTON / SEIU LOCAL 1948

35
36 KENNEWICK TRANSPORTATION CHAPTER #103

KENNEWICK SCHOOL DISTRICT #17

37
38 BY: */e-signed by Chris Druce/*
39 Chris Druce, Chapter President

BY: */e-signed by Toni Neidhold /*
Toni Neidhold, Director of Human Resources

40
41 DATE: *Feb. 11, 2025*

DATE: *Feb. 10, 2025*

