

COLLECTIVE BARGAINING AGREEMENT BETWEEN
PENINSULA SCHOOL DISTRICT #401
AND
PUBLIC SCHOOL EMPLOYEES OF PENINSULA

BUS DRIVER UNIT #607

SEPTEMBER 1, 2021 - AUGUST 31, 2024



Public School Employees of Washington / SEIU Local 1948

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DECLARATION OF PRINCIPLES

1. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.
2. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.
3. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.
4. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employee's Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest in District Number 401.

PREAMBLE

This Agreement is made and entered into between Peninsula School District Number 401 (hereinafter "District") and Public School Employees of Peninsula, Bus Driver Unit, an affiliate of Public School Employees of Washington (hereinafter "Association").

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

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.3, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030(2).

1 **Section 1.3. Bargaining Unit Membership.**

2 The bargaining unit to which this Agreement is applicable is as follows: All classified employees
3 performing work in the Bus Driver job and Driver Trainer classification. Substitutes who work greater
4 than thirty (30) cumulative days in the current or immediately preceding school year shall be entitled to
5 the right granted in Section 16.7.
6

7 **Section 1.4.**

8 The District shall enter into no agreement or contract with employees subject to this Agreement which is
9 inconsistent with the terms and conditions of this Agreement.
10

11 **Section 1.5.**

12 Descriptions for all positions subject to this Agreement are attached hereto as informational items.
13
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15

16 **ARTICLE II**

17 **RIGHTS OF THE DISTRICT**
18
19

20 **Section 2.1.**

21 It is agreed that the customary and usual rights, powers, functions, and authority of management are
22 vested in management officials of the District. Included in these rights in accordance with and subject to
23 applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work force,
24 the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend,
25 discharge, demote, or take other disciplinary action against employees; and the right to release
26 employees from duties because of lack of work or for other legitimate reasons. The District shall retain
27 the right to maintain efficiency of the District operation by determining the methods, the means, and the
28 personnel by which such operation is conducted.
29

30 **Section 2.2.**

31 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
32 District. In making rules and regulations relating to personnel policies, procedures and practices, and
33 matters of working conditions, the District shall give due regard and consideration to the rights of the
34 Association and the employees and to the obligations imposed by this Agreement.
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38 **ARTICLE III**

39 **RIGHTS OF EMPLOYEES**
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41

42 **Section 3.1.**

43 It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise
44 of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The
45 freedom of such employees to assist the Association shall be recognized as extending to participation in
46 the management of the Association, including presentation of the views of the Association to the Board
47 of Directors of the District or any other governmental body, group or individual. The District shall take
48 whatever action required or refrain from such action in order to assure employees that no interference,

1 restraint, coercion, or discrimination is allowed within the District to encourage or discourage
2 membership in any employee organization.

3
4 **Section 3.2.**

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

7
8 **Section 3.3.**

9 Employees of the unit subject to this Agreement have the right to have Association representatives or
10 other bargaining unit members present at discussions between themselves and supervisors or other
11 representatives of the District as hereinafter provided.

12
13 **Section 3.4. District Transportation Manual.**

14 The District shall provide each employee with a copy of the District's Transportation Manual.
15 Employees will acknowledge receipt of said manual and be accountable for its content.

16
17 **Section 3.5.**

18 Neither the District, nor the Association, shall discriminate against any employee subject to this
19 Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a disability
20 with respect to a position, the duties of which may be performed efficiently by an individual without
21 danger to the health or safety of the disabled person or others.

22
23 **Section 3.6.**

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

26
27 **Section 3.7. Right to Inspect File.**

28
29 **Section 3.7.1. Personnel File.**

30 There shall be only one (1) official personnel file for each employee. This file shall be kept in
31 the District Administration Office. Each employee shall have the right, upon request, and after
32 making an appointment with the Personnel Administrator, to review the contents of his/her
33 official personnel file. The review shall be made in the presence of the Personnel Administrator
34 or his/her designee. During the review, the employee shall be allowed to copy any material
35 therein at their own expense and shall be permitted to make a written inventory of material and,
36 on request, have such inventory signed and dated by the Personnel Administrator.

37
38 **Section 3.7.2. Supervisor's File.**

39 There shall be only one (1) supervisor's work file for each employee. Each employee shall have
40 the right, upon request, and after making an appointment with the supervisor, to review the
41 contents of his/her working file. The review shall be made in the presence of the supervisor or
42 his/her designee. During the review the employee shall be allowed to copy any material therein
43 at their own expense and shall be permitted to make a written inventory of material and, on
44 request, have inventory signed and dated by the supervisor. By August 31st of each year all
45 materials shall be destroyed or maintained in the personnel records at the district office.

1 **Section 3.7.3. Investigative Files.**

2 The District maintains legal/investigative files for documents concerning investigations,
3 litigations, and/or legal activity related to employees or personnel matters.
4

5 **Section 3.7.3.1.**

6 Each employee shall be provided a copy of all material placed in his/her personnel file or
7 supervisor's working file within five (5) working days of its insertion. An employee may
8 attach comments to any material that is a part of the personnel file.
9

10 **Section 3.7.3.2. Complaints.**

11 Any legitimate complaint made against an employee by any parent, student, or other
12 person, will be called to the attention of the employee within a reasonable period of time.
13 Any investigation conducted will gather information in a fair and objective manner. Any
14 complaint not called to the attention of the employee may not be used as the basis for any
15 disciplinary action against the employee.
16

17 **Section 3.7.3.3. Right to Attach Comments.**

18 An employee may attach a short, concise written statement of his/her own position on any
19 item placed in the personnel file.
20

21 **Section 3.8.**

22 Any employee whose personal vehicle is vandalized on school district property during working hours
23 shall be entitled to compensation for either the deductible portion of the employee's personal automobile
24 insurance up to a five hundred dollar (\$500.00) maximum per occurrence or the actual cost of repair up
25 to a five hundred dollar (\$500.00) maximum per occurrence. In order to recover such amount, the
26 employee must submit a signed police report in support of the claim.
27

28 **Section 3.9. Recording Devices.**

29 Recording devices are a tool to assist in providing a safe and secure educational environment for
30 students and staff. The recording may be used like any other evidence in cases involving safety
31 concerns or employee discipline but shall not be used to monitor employee performance without prior
32 notice to the employee. A driver will be notified when video from his or her bus is pulled for viewing,
33 except when the video is pulled to investigate employee misconduct, in which case any evidence of
34 misconduct will be shared with the employee prior to any disciplinary action. Documentation will be
35 kept by the district of any video that is pulled for viewing. Only necessary and appropriate staff shall
36 have access to the recording and it shall be used for legitimate district purposes such as those listed
37 above.
38
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41 **ARTICLE IV**

42 **RIGHTS OF THE ASSOCIATION**

43 **Section 4.1. Employee Representation.**

44 The Association has the right and responsibility to represent the interests of all employees in the unit; to
45 present its views to the District on matters of concern, either orally or in writing; to consult or to be
46 consulted with respect to the formulation, development, and implementation of industrial relations
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48

1 matters and practices which are within the authority of the District; and to enter collective negotiations
2 with the object of reaching an agreement applicable to all employees within the unit.

3
4 **Section 4.2. Employee Orientation.**

5 The District shall provide the Association with the following information regarding each employee in
6 the bargaining unit upon request: name, address, position, hire date, current route pack time, and rate of
7 pay.

8
9 **Section 4.3.**

10 The Association reserves and retains the right to delegate any right or duty contained herein to
11 appropriate officials of the Public School Employees of Washington State Organization.

12
13 **Section 4.4. Released Time.**

14 The President of the Association and his/her designated representatives will be provided time off without
15 loss of pay to a maximum of ten (10) days per year to attend regional or state meetings when the purpose
16 of those meetings is in the best interests of the District as determined by the District administration. The
17 Association shall reimburse the District for the cost of required substitutes.

18
19 **Section 4.5. Information Access.**

20 Upon request, and without violation of the Privacy Act and RCW 42.17, the District shall provide the
21 Association with information regarding each employee in the bargaining unit, limited to the information
22 currently stored in the District personnel data system.

23
24 **Section 4.6. Bulletin Boards.**

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

31
32 **Section 4.6.1.**

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

35
36 **Section 4.7.**

37 The Association is entitled, at the request of the employee, to have an observer or a representative at
38 hearings arising out of a grievance conducted by any District official or body and to make known the
39 Association's views concerning the case.

40
41 **Section 4.9.**

42 The District will provide the Association reasonable access to new employees of the bargaining unit for
43 the purposes of presenting information about their exclusive bargaining representative to the new
44 employee. The presentation may occur during a new employee orientation provided by the District, or at
45 another time mutually agreed to by the District and the Association. No employee may be mandated to
46 attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this
47 section means: (a) The access to the new employee occurs within ninety (90) days of the employee's
48 start date within the bargaining unit; (b) The access is for no less than thirty (30) minutes; and (c) The

1 access occurs during the new employee's regular work hours at the employee's regular worksite, or at a
2 location mutually agreed to by the District and Association. Bargaining unit employees asked to provide
3 the orientation by the Association must do so outside of their normal working hours.
4

5 6 7 **ARTICLE V**

8 9 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

10 11 **Section 5.1.**

12 It is agreed and understood that matters appropriate for consultation and negotiation between the District
13 and the Association are grievance procedures and collective negotiations on personnel matters, including
14 wages, hours and working conditions.
15

16 **Section 5.2.**

17 It is further agreed and understood that the District will consult with the Association prior to making
18 changes in working conditions not covered by this Agreement.
19

20 **Section 5.3. School Calendar Preparation.**

21 It is further agreed that the Superintendent or his designee shall solicit the opinion of the Association in
22 preparing the District's proposal for the annual school calendar.
23
24
25

26 **ARTICLE VI**

27 28 **CONFERENCE COMMITTEE**

29 30 **Section 6.1. Membership.**

31 The Association will designate a Conference Committee of the PSE Executive Board who will meet with
32 the Superintendent of the District and/or his/her designated representatives on a mutually agreeable
33 regular basis to discuss appropriate matters.
34

35 **Section 6.2.**

36 The Association representatives pursuant to Section 6.1 shall represent the Association and employees in
37 meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive
38 and investigate to conclusion complaints or grievances of employees and thereafter advise employees of
39 rights and procedures outlined in this Agreement and applicable regulations or directives for resolving
40 the grievances or complaints. They may not, however, continue to advise the employee on courses of
41 action after the employee has indicated that he/she does not desire to pursue a grievance. This does not,
42 however, preclude the Association's right to pursue the matter to conclusion. They may consult with the
43 District on complaints without a grievance being made by an individual employee.
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ARTICLE VII

HOURS OF WORK AND WORKING CONDITIONS

Section 7.1. Workweek.

The District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest. The workweek begins on Monday.

Section 7.2. Route Pack.

Each employee shall be assigned to a route pack during the workweek, at the beginning of each work year, which shall not be changed without prior notice to the employee of three (3) working days before the change is made. The District may change an employee's route pack and/or workweek, without the three (3) day notice, with prior approval of the employee or as a result of a bona fide emergency as determined by the District. "Route pack" shall be defined as a combination of morning, midday and afternoon (which includes activity runs) including regular and special education runs. Each day, employees shall be offered the opportunity to work the total number of minutes in each day of the posted route pack.

Section 7.3.

Eight (8) hour employees will receive a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable as well as two 15-minute break periods, one each in the morning and afternoon.

Section 7.4.

Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period in accordance with the terms of this Agreement.

Section 7.5. School Closure Procedures.

In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the District will make a reasonable effort to notify each employee to refrain from coming to work. Employees reporting to work shall receive a minimum of one (1) hour's pay at regular hourly rate in the event of such a closure; provided, however, no employee shall be entitled to any such compensation in the event of actual notification through the appropriate media by the District of the closure prior to leaving home for work.

Section 7.6. Overtime.

All hours worked in excess of forty (40) per workweek shall be compensated at one and one-half (1½) times the employee's regular hourly rate; provided, however, that overtime must have the prior approval of the District.

Section 7.6.1.

All hours worked on Sundays and holidays shall be compensated at time and one-half.

Section 7.7.

Non-bargaining unit employees of the District may be assigned to runs only on an emergency basis as determined by the transportation supervisor consistent with Section 7.14.

1 **Section 7.8. Safety Check.**

2 Drivers shall report ten (10) minutes prior to each regular run time or extra trip. During this time the
3 driver shall safety check, properly warm up and inspect the inside of the bus. Drivers shall be paid for
4 the five (5) minute required post-trip time.
5

6 **Section 7.9. Substitutes.**

7 Should a driver fail to report prior to scheduled departure time, as required in Section 7.8, the District
8 will contact a substitute driver. Once the District contacts a substitute, the regular driver shall forfeit that
9 run.
10

11 **Section 7.10. Layover Time.**

12 If there are sixty (60) minutes or less between a driver's regular assigned, bid or extra runs, compensated
13 time shall continue uninterrupted. This clause shall not apply to non-driving work.
14

15 **Section 7.10.1. Work During Layover Time.**

16 It is understood by all parties to this Agreement that any time not spent in actual driving time but
17 is paid time shall be directed by the District and that the employee shall report to the
18 Transportation Office for other assigned tasks, unless specifically authorized otherwise.
19

20 **Section 7.11. Minimum Work Shift.**

21 The minimum shift for each duty call shall be two (2) hours, and if an employee works a split shift, it
22 shall total a minimum of four (4) hours; provided, however, that shifts of shorter duration may be
23 established upon mutual agreement between the District, the employee, and the Association. The
24 District shall not assign regular runs in such a way that an employee would have more than one (1)
25 unpaid split per day.
26

27 **Section 7.12.**

28 All trips other than regular daily scheduled bus runs shall be compensated at the employee's regular
29 hourly rate for the duration of the trip; provided, however, that bus drivers shall be subject to the
30 provisions relative to overtime herein provided.
31

32 **Section 7.12.1.**

33 The District shall provide rest room and telephone access to drivers returning after hours from
34 field trips.
35

36 **Section 7.13. Posting.**

37 Extra transportation trips shall normally be posted on the driver's bulletin board forty-eight (48) hours
38 prior to trip departure. Trips received one day prior to the date of the trip shall be posted on the daily bid
39 board. All drivers may bid on posted trips by seniority number and driver's initials. When trip time
40 conflicts with the driver's regular route pack, drivers may choose to forfeit their morning, midday,
41 afternoon or the driver's regular assigned route to allow them to bid the trip, if substitutes are available
42 to take regular routes. All extra trips, including Sunday and holiday trips, shall be awarded to the senior
43 driver signing up except as hereinafter provided.
44

45 A driver is eligible to be awarded multiple trips in one day, so long as there is one (1) hour between the
46 trips during the workweek and two (2) hours between trips on the weekend or non-school days. The
47 time between trips is calculated by the return to school time of the first trip and departure from school
48 time for the second trip.

1 **Section 7.13.1.**

2 Extra trips shall only be awarded to a bidding driver when their dispatch time is equal to or less
3 than forty (40) hours per week, and that extra trip does not create an overtime situation. Dispatch
4 time is defined as all contracted time plus extra hours paid minus paid holiday time and/or paid
5 leave time actually taken. If all bidding drivers would be in an overtime situation, the trip shall
6 be awarded to the senior driver with the least amount of overtime estimated, except for trips
7 beginning on a Sunday or holiday.

8
9 **Section 7.14. Regularly Posted Trips.**

10 If no driver announces his/her availability for posted trips or additional runs, it will be offered to
11 substitutes.

12
13 **Section 7.14.1. Change in Assigned Trip.**

14 Drivers who are awarded an extra trip must work said trip unless arrangements satisfactory to the
15 Transportation Supervisor are made. If a trip is changed two (2) hours or more in time or in
16 destination, the driver may request a release for his/her obligation. Release may be granted by
17 the Transportation Supervisor or designee if the request is made in a timely manner and sufficient
18 time is available to allow the trip to occur on schedule. If the release is granted, the trip will be
19 reposted as a new trip.

20
21 **Section 7.14.2. Cancellation.**

22 In the event an extra trip is cancelled, including any portion of a trip, and the driver awarded the
23 extra trip is unable to drive his/her regular run, the employee will receive pay equal to the
24 amount of their regular route, provided they report to the transportation supervisor or designee
25 and perform other job related duties if assigned by the District. In the event a non-school day trip
26 is cancelled on the same day of the trip, then the driver will be paid for two hours.

27
28 **Section 7.15.**

29 An employee assigned an extra trip who misses work the day before or on the same day of such trip shall
30 not be allowed to take the trip except for extra trips scheduled less than twenty-four (24) hours prior to
31 the scheduled trip departure time.

32
33 **Section 7.15.1.**

34 It is agreed that any employee off work due to school district related business that cannot be
35 scheduled outside of school hours shall be exempted from this requirement.

36
37 **Section 7.16.**

38 Special assignments, such as extended overnight trips, shall be contracted at the appropriate rate of pay
39 for the actual driving time or the equivalent of eight (8) hours appropriate pay per day, whichever is
40 greater, except for the first day of the trip when pay will be for actual driving time or route pack time,
41 whichever is greater, and on the last day of the trip when pay will be for all time related to the trip.
42 Subsistence shall be in conformance with District policy. Drivers will fill out a separate driver's log
43 (time sheet) for each day the driver is on the trip.

44
45 **Section 7.17. Assignments.**

46 All transportation assignments other than bus driving assignments shall be selected on the basis of
47 seniority provided the employee meets the qualifications for the position. Drivers who have been on

1 duty for fifteen (15) hours or more must have at least eight (8) consecutive hours off duty prior to
2 returning to duty.

3
4 **Section 7.18. Assignment of Runs.**

5 Drivers will bid runs (route packs) prior to the beginning of each year based on seniority. Midday and
6 activity run shifts shall be separately bid from morning and afternoon shifts. Selection of available runs
7 will be based on established criteria from the transportation office. Criteria will be shared with the
8 Association before finalization of routes, so the Association may provide input. Route packs will be
9 adjusted based on actual driving times which includes pre-trip and post-trip.

10
11 **Section 7.18.1. Exchanging of Midday or Activity Runs.**

12 After the initial bid selection, a driver may elect to bid by seniority on an open like run (midday
13 or activity run) that can be accommodated between the employee's base route (AM/PM) and
14 release their presently assigned midday or activity run. A driver may only release and bid on the
15 same type of run. A driver may choose to swap their midday or activity run as outlined in the
16 preceding sentence no more than two times each school year per type of run, i.e., midday and
17 activity.

18
19 **Section 7.19. Route Bumping.**

20 After choices have been made, no changes may be made unless there has been an increase or decrease in
21 route pack of two and one-half (2-1/2) hours per week. These after-choice changes are called "bumps."
22 Route packs are set on bid day for the purpose of bumping. The route pack sheet will be posted on the
23 driver bulletin board on the first working day of each month.

24
25 **Section 7.19.1.**

26 A list of route pack times will be posted on the driver bulletin board on the first working day of
27 each month. This list shall remain posted for at least five (5) working days and will remain
28 posted until the next month's posting.

29
30 **Section 7.19.2.**

31 In the event a bump is in order, the affected employee may bump to a route held by any junior
32 employee.

- 33
34 A. The initial bump request must be submitted within the first three (3) working days of
35 the month.
36 B. On the fourth working day of the month, the open position will be posted on the
37 driver bulletin board.
38 C. After this initial bump request, any affected bumped employee must bid related
39 subsequent openings and/or bump a junior employee by 10:00 a.m. of the day
40 following notification.
41 D. Notification of intent to bump must be communicated to the Transportation Director
42 or Supervisor by 10:00 a.m.
43 E. Affected bumped employees will be notified by the end of their regularly scheduled
44 workday. The subsequent open run shall be posted no later than 10 a.m. the following
45 morning.
46 F. After February 1 there will be no more than five (5) "bumps" in route packs due to a
47 single opening or single change in route pack time.

G. After the bumping process is complete, any newly assigned drivers will start on his or her new route on the beginning of the next workweek.

Section 7.19.3. Temporary Open Position of More than Four Months.

A position vacant temporarily due to a granted leave of absence shall be posted on a temporary basis for the specific period of the leave. This leave of absence must be four (4) or more continuous months during any school year (bid day to last day of school).

- A. When a driver is on leave for four (4) or more continuous months during the school year, their route shall fall into the temporary open position category. The midday and activity run portion shall be posted separately and be bid and awarded by seniority.
- B. A second position vacant due to the assignment of an employee bidding to the original open temporary position shall likewise be posted as shall a third position; provided, however, that subsequent openings beyond the third, if any, shall require that any employee bidding must increase their weekly time by two and a half hours.
- C. The remaining open position shall be filled by a substitute employee.

Section 7.19.4.

In the event the original employee returns from their leave, they shall be reassigned to their former route pack. The employee who took that position on the temporary basis shall be assigned to the last position from the bidding process which was filled by the substitute.

Section 7.19.5.

If an employee on injury/illness leave is able to return to a portion of their route pack, such AM, Mid-day, PM/Activity Run as approved by their doctor, they must do so; however, their former position will remain filled by the temporary employee until the employee on leave of absence is able to return to full duty.

Section 7.19.6.

If an employee on leave indicates they are not returning, the position(s) will remain filled by the temporarily assigned employees for the balance of the year.

Section 7.19.7. Temporary Positions of Less than Four (4) Months.

When, in the judgment of the District, there will be a long-term vacancy of less than four (4) months duration in an additional run, the position may be split and posted as two (2) separate temporary positions, if it has not already been split. These positions will be posted and assigned based upon seniority, on a one-time basis.

Section 7.20. Open Position Posting.

The District shall publicize within the bargaining unit for three (3) working days the availability of an initial open position or run as soon as possible after the District is apprised of the opening. Subsequent open positions or runs that result from the initial open run award to a bargaining unit member shall be publicized within the bargaining unit for one (1) working day (10:00 a.m. to 10:00 a.m.). All open positions or runs shall be filled as soon as reasonable after closing.

Section 7.21.

If a portion of a driver's regular route is cancelled or changed, the District may request that the driver slide the start and end of their assigned run by no more than thirty (30) minutes to drive an uncovered

run or in the case of a midday run, by forty five (45) minutes. The employee may decline to move his or her route start and end time. The request may not decrease daily route pack time.

Section 7.21.1.

If scheduled work is cancelled due to a program cancellation (picnic, field trip) and no other work is available, a driver may take a doc and will not be penalized for not fulfilling their route pack.

Section 7.22.

Schools and transportation staff are encouraged to communicate with bus drivers regarding student behavioral concerns that may impact the student's behavior on the bus or the safety of the driver. Such notification will be consistent with state and federal educational privacy laws.

Section 7.23. Driver Safety.

The Employer agrees to provide safe and non-hazardous working conditions within District facilities. The Employer agrees to comply with all applicable health and safety regulations.

ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1. Days.

All employees shall receive the following paid holidays:

- | | |
|--------------------------------|--|
| 1. New Year's Day | 7. Veterans' Day |
| 2. Martin Luther King, Jr. Day | 8. Thanksgiving Day |
| 3. Presidents' Day | 9. Day after Thanksgiving |
| 4. Memorial Day | 10. Day before or after Christmas* |
| 5. Independence Day* | 11. Christmas Day |
| 6. Labor Day | 12. Day before or after New Year's Day
(for less than twelve (12) month employees
beginning 2009-10) |

*Twelve (12) month employees only.

Section 8.1.1.

Any holiday proclaimed by the federal or state government, including any of the present holidays that may be granted on the Monday following the holiday and proclaimed to be a school holiday by the Superintendent of Public Instruction, shall be considered a paid holiday.

Section 8.1.2. Unworked Holidays.

Eligible employees shall receive pay equal to their normal work shift at their current driver rate in effect at the time the holiday occurs. To receive holiday pay, the employee must work the scheduled day prior to and immediately after the holiday or be paid on a paid leave status.

1 **Section 8.1.3. Worked Holidays.**

2 Employees who are required to work on the above-described holidays shall receive pay at the
3 overtime rate.
4

5
6
7 **ARTICLE IX**

8
9 **LEAVES**
10

11 **Section 9.1. Sick Leave.**

12
13 **Section 9.1.1.**

14 Each employee shall accumulate one (1) day of sick leave per month up to a maximum of eleven
15 (11) days of sick leave per year, or at least that portion of eleven (11) days which represents the
16 relationship between days worked and the amount of days normally worked in a full school year.
17 Sick leave shall be vested when earned and may be accumulated as provided in State law. The
18 District shall project the number of annual days of sick leave at the beginning of the school year
19 according to the estimated calendar months the employee is to work during that year. The
20 employee shall be entitled to the projected number of days of sick leave at the beginning of the
21 school year. Sick leave benefits shall be paid on the basis of regular hourly rate applicable to the
22 employee's normal daily work shift; provided, however, that should an employee's normal daily
23 work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave
24 benefits will be paid in accordance with the employee's normal daily work shift at the time the
25 sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a
26 daily basis.
27

28 **Section 9.1.2.**

29 In the event employees are absent for reasons which are covered by industrial insurance, the
30 District shall pay the employee an amount equal to the difference between the amount paid the
31 employee by the Department of Labor and Industries and the amount the employee would
32 normally earn. A deduction shall be made from the employee's accumulated sick leave in
33 accordance with the amount paid to the employee by the District.
34

35 **Section 9.1.3.**

36 Employees who have accrued sick leave while employed by another public school district in the
37 State of Washington shall be given credit for such accrued sick leave upon employment by the
38 District.
39

40 **Section 9.1.4. Sick Leave Buy Back.**

41 Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a
42 ratio of one full day's monetary compensation for four (4) accumulated sick leave days. At the
43 employees' option, they may apply for their unused sick leave days in January of the school year
44 following any year in which a minimum of sixty (60) days of sick leave is accrued and each
45 January thereafter, at a rate equal to one day's monetary compensation to the employee for each
46 four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be
47 reduced four (4) days for each day compensated.
48

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 at a rate equal to one (1) day's current monetary compensation to the employee for each four (4) full days accrued sick leave for illness or injury.

*For the purposes of this provision, retirement shall be defined as when an employee is eligible to receive benefits under the Public Employment Retirement System.

Section 9.2.

A doctor's certificate may be required for illness of any duration at the discretion of the transportation supervisor or a District-level administrator.

Section 9.3. Uses of Sick Leave.

Absences warranting use of sick leave are:

- A. Personal illness or injury.
- B. Leave for emergencies. An emergency is defined as an unexpected situation or sudden occurrence of a serious or urgent nature that demands immediate attention involving the employee or when pre-planning would not have alleviated the need for the employee's absence.
- C. Appointments with medical or dental doctors or other legally recognized practitioners to prevent illness or preserve health of the employee and which cannot be scheduled outside of school hours.
- D. In accordance with RCW 49.12.270, as now or hereafter amended, to care for a child of the employee with a health condition that requires treatment or supervision, or a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition.
- E. The District and the employees shall comply with federal and state laws and regulations and District policy regarding family and medical leave provisions.

Section 9.3.1. Bereavement Leave.

- A. Up to five (5) days leave for the death of a spouse, domestic partner, mother, father, son, daughter, step-son, step-daughter, mother-in-law, father-in-law, sister, brother, grandparents, a member of the educator's household, or any family member as defined in RCW 49.46.210 shall be granted.
- B. Up to one (1) day maximum leave for funerals of other relatives or close friends shall be granted.
- C. Such leave shall not be accumulated.
- D. If an employee needs more leave than provided in paragraph A or B, the employee shall contact Human Resources who will process the request for approval.

Section 9.3.2. Personal Leave.

All bargaining unit members may take up to three (3) days of personal leave per year, non-cumulative, to conduct personal business which cannot be conducted outside of normal working hours. Employees shall provide the Transportation Supervisor with no less than five (5) days' notice. Such leave shall be granted as soon as possible in advance, except in emergency situations where a sufficient number of personnel are not available to provide necessary District operation. Any use of personal leave will be deducted from an employee's accumulated sick

1 leave. Personal leave may not be used during the first or last two (2) weeks of the school year, or
2 to extend school breaks or a holiday except for extraordinary family related events (e.g.
3 weddings or graduations) where scheduling the event is outside the control of the employee.
4

5 **Section 9.4. Maternity Leave.**

6 Upon application therefore, the District shall grant child-rearing leave, pursuant to Section 9.7,
7 immediately following the conclusion of maternity leave granted under Section 9.1. The leave shall be
8 for a mutually agreed definite period of time, not to exceed one (1) year. Employees granted child
9 rearing leave must return to work at the agreed time or resign. Seniority and other benefits shall not
10 accrue during child rearing leave. Employees wishing to return to work prior to the completion of their
11 leave may be reinstated earlier at the sole discretion of the District. Employees must be allowed up to
12 sixty (60) days of child rearing leave or leave for the rest of the school year, whichever is less, during
13 which they will retain rights to their run, which will not be bid.
14

15 **Section 9.4.1. Paternity/Adoption Leave.**

16 The birth of a male employee's child, or attendance by either or both adoptive parents at court
17 and legal proceeding, home study and evaluation of home visitations required by an adoption
18 agency in connection with the adoption of a child by the employee; provided, that no more than
19 two (2) days of leave may be taken under this paragraph by any one (1) employee in any school
20 year except upon approval of the Superintendent or designee.
21

22 **Section 9.5. Judicial Leave.**

23 In the event an employee subject to the Agreement is summoned to serve as a juror, or when required to
24 appear as a witness in court and paid a witness fee, or is named codefendant with the School District,
25 he/she shall receive his/her normal day's pay for each day he/she is required in court; provided, however,
26 that any compensation received for such service shall be paid to the District. Such payment to the
27 District shall not exceed the employee's normal daily pay less bona fide expenses. Such payment shall
28 not apply in any matters brought by or against the District, unless subpoenaed by the District. In the
29 event that the employee is a party (plaintiff or defendant) in court action, he/she may request a leave of
30 absence which may be granted without pay.
31

32 **Section 9.6. Leave of Absence.**

33 Upon recommendation of the immediate supervisor through administrative channels to the
34 Superintendent, and upon approval of the Board of Directors, an employee may be granted an extended
35 leave of absence for a period not to exceed one (1) year. Request for such leave is to be made in writing.
36 A leave of absence is to be requested and granted only for a specific period of time. All requests will be
37 considered in light of available substitutes and, when granted, will be without compensation.
38

39 **Section 9.7.**

40 The returning employee will not necessarily be assigned to the identical position occupied before the
41 leave of absence. However, provided a vacancy exists for which the employee is qualified, the
42 employee shall be reinstated to a position equivalent in duties and salary to that held at the time the
43 request for leave of absence was approved.
44

45 **Section 9.8. Protracted Illness Leave.**

46 Any employee who has completed the probationary period shall be entitled to apply for non-
47 compensated leave of absence in cases of protracted illness or injury, including maternity disability, as
48 certified by his/her physician.

1 **Section 9.8.1.**

2 Upon approval by the Board, such leave shall be granted for the period of actual illness or injury
3 up to one (1) year. If additional time is necessary, written application must be made to the
4 District and up to one (1) additional year may be granted at the discretion of the District. An
5 employee who has been on protracted illness leave for more than six (6) months shall give
6 twenty (20) working days notice in writing of intent to return to work. An employee who has
7 been off less than six (6) months shall give ten (10) days notice of intent to return to work.
8 Before the employee may return to work, he/she shall have his/her fitness to return to work
9 certified in writing by the attending physician. Upon returning, the employee shall be returned to
10 the route he or she had been driving, unless the route has been abolished, or a general reduction
11 in force has placed a more senior employee in the position. In those cases, the employee shall be
12 returned to as equivalent a route as possible without violating the terms of Article X.

13
14 **Section 9.8.2. ADA Compliance.**

15 Any potential accommodation deemed appropriate under the provisions of the Americans with
16 Disabilities Act which conflicts with any provision of this Agreement shall require notification to
17 the Association. This Agreement shall not be used as a bar to implementing ADA regulations.

18
19 **Section 9.9.**

20 Employees on unpaid leave are not eligible for District paid insurance contributions but may be
21 continued at employee expense subject to insurance company regulations. This section is subject to, and
22 the District will comply with, the Family and Medical Leave Act provisions regarding the continuation
23 of benefits, as now or hereafter amended.

24
25 **Section 9.10.**

26 When an employee who has been injured on the job has been cleared by his or her physician to return to
27 work in a light duty capacity, the District will work with the employee to explore the availability of
28 appropriate opportunities for the employee to return to light duty work and the duration of those
29 opportunities.

30
31 **Section 9.11. Paid Family and Medical Leave.**

32 Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington
33 State Family and Medical Leave and Insurance Act. The District shall pay the statutory employer wage
34 premium and the employee shall pay the statutory individual wage premium to fund this leave.

35
36
37
38 **ARTICLE X**

39
40 **PROBATION, SENIORITY, AND LAYOFF PROCEDURES**

41
42 **Section 10.1. Seniority Date.**

43 The seniority of an employee within the bargaining unit shall be established as of the date on which the
44 employee began continuous daily employment (hereinafter "seniority date") unless such seniority shall
45 be lost as hereinafter provided; provided, however, time spent as a substitute employee shall not count
46 for purposes of seniority. Employees on leave due to an industrial injury shall not be negatively affected
47 by this section.

1 **Section 10.2. Probationary Period.**

2 Newly hired regular employees shall remain in a probationary status for a period of not more than sixty
3 (60) working days following the hire date. During this probationary period, the District may discharge
4 the employee at its discretion.

5
6 **Section 10.3.**

7 Upon completion of the probationary period, the new employee will be subject to all rights and duties
8 contained in this Agreement retroactive to the hire date.

9
10 **Section 10.4. Loss of Seniority.**

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

- 12
13 A. Resignation;
14 B. Discharge for justifiable cause;
15 C. Retirement; or
16 D. Change to substitute status and if not on an approved leave of absence or on a layoff rehire list.

17
18 **Section 10.5.**

19 Seniority shall continue to accrue during leaves for which compensation is continued (fully or partially)
20 or when otherwise required by applicable law. In other instances (i.e. unpaid approved leaves), seniority
21 shall be adjusted to reflect the period of leave if the leave exceeds thirty (30) consecutive working days.

22
23 **Section 10.6. Application of Seniority.**

24 Seniority rights shall be effective within the general job classification. As used in this Agreement,
25 general job classifications are those set forth in Article I, Section 1.3.

26
27 **Section 10.7.**

28 Layoffs shall be based upon reverse seniority. The District shall give consideration to seniority in
29 instances involving promotion.

30
31 **Section 10.8. Layoff.**

32 In the event of the possibility of layoff, employees who may be affected will be notified at least two
33 weeks in advance. If laid off, employees will be placed on a reemployment list maintained by the
34 District according to layoff ranking. Such employees are to have priority in filling an opening in the
35 classification held immediately prior to layoff. Names shall remain on the reemployment list for two (2)
36 years.

37
38 **Section 10.8.1.**

39 Employees on layoff shall have the opportunity to sign up for placement on the substitute list.
40 Pay will be according to Schedule A.

41
42 **Section 10.9.**

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

45
46 **Section 10.10. Recall from Layoff Status.**

47 An employee shall forfeit rights to reemployment as provided in Section 10.9 if the employee does not

1 comply with the requirements of Section 10.10, or if the employee does not respond to the offer of
2 reemployment within seven (7) days.

3
4 **Section 10.11.**

5 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other
6 accrued benefits; provided, that such employee is offered a position substantially equal to that held prior
7 to layoff.

8
9
10
11 **ARTICLE XI**

12
13 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

14
15 **Section 11.1. Just Cause.**

16 Employees, other than probationary or substitute, shall be disciplined or discharged only for justifiable
17 cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure
18 hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner
19 which will not embarrass the employee before other employees or the public.

20
21 **Section 11.2.**

22 Normal termination or resignation shall require a two (2) week notice.
23
24

25
26 **ARTICLE XII**

27
28 **INSURANCE AND RETIREMENT**

29
30 **Section 12.1. Health Benefits.**

31 The District shall provide basic and optional benefits through the School Employees Benefits Board
32 (SEBB) under the rules and regulations adopted by the SEBB.
33

34 **Section 12.2.**

35 The District shall provide tort liability coverage for all employees subject to this Agreement but limited
36 to public bodily injury and property damage liability coverage as provided in the District's liability
37 insurance policies.
38

39 **Section 12.3. Physical Examinations.**

40 Employees are required to have a physical examination which covers the scope of work as a bus driver.
41 The District will contract with a physician to cover this specified physical or offer the cost of this same
42 examination to the employee to see a physician of their own choosing with the proper certification to
43 administer a DOT physical as required under this section. As a condition of employment, physicals are
44 required by State and District policy and are the responsibility of the employee and shall be scheduled
45 outside of work hours. If there is a scheduling conflict created by the attending physician, the employee
46 and the supervisor shall meet to work out an acceptable time for scheduling the physical examination.
47
48

1 **Section 12.4.**

2 In determining whether an employee subject to this Agreement is eligible for participation in the
3 Washington State Public Employees' Retirement System, the District shall use the projected hours of the
4 regular runs or shifts. All hours worked, whether straight time, overtime, or otherwise, will be reported
5 to the Department of Retirement Systems for the applicable retirement plan.
6

7 **Section 12.5.**

8 The parties agree to meet in labor management to revise the insurance benefits section of this agreement
9 to bring the contract into compliance with a legislative mandate, if any regarding coverage under the
10 School Employee Benefits Board.
11
12

13
14 **ARTICLE XIII**

15
16 **VOCATIONAL TRAINING**
17

18 **Section 13.1.**

19 In the mutual interests of the District and the Association, there may be established a budget which may
20 be used by employees subject to this Agreement for vocational improvement.
21

22 **Section 13.2.**

23 Such funds may be utilized for the following purposes without limitation:
24

25 **Section 13.2.1.**

26 Salary and reimbursement for employees subject to this Agreement to attend recognized
27 vocational courses.
28

29 **Section 13.2.2.**

30 Expenses and materials to establish courses of study within the confines of the District which
31 would be of mutual benefit to the employee and the District.
32

33 **Section 13.2.3.**

34 Purchase of recognized vocational courses from local, state, or national educational institutes
35 which would improve the potential of employees subject to this Agreement.
36

37 **Section 13.3. Certification Requirements.**

38 Employees will be reimbursed at their regular hourly rate per hour for attending first-aid and
39 recertification courses; provided, however, the employee must successfully complete the course in order
40 to receive compensation. Such payment shall not be subject to the overtime provisions of this
41 Agreement.
42

43 **Section 13.4. Required Departmental Meetings.**

44 Employees shall receive their regular hourly rate for all hours in attendance at required departmental
45 meetings and other District required business. To the extent feasible and practical, such meetings and
46 other departmental business shall be held at times mutually agreeable to the Transportation Supervisor
47 and the affected employees.
48

ARTICLE XIV

UNION MEMBERSHIP AND CHECKOFF

Section 14.1.

PSE will provide a list of those members who have agreed to union membership. In addition, upon request, the District shall have access to view or obtain a copy of the membership authorization. PSE will be the custodian of the records related to Union membership/dues deduction authorization. PSE agrees that as the custodian of records. It has the responsibility to ensure the accuracy and safe-keeping of those records.

Section 14.2. Dues Checkoff.

The Association which is the legally recognized exclusive bargaining representative of the classified staff as described in the recognition clause of this Agreement shall have the right to have deducted from the salaries of members of the Association (upon receipt of authorization), an amount equal to the fees and dues required for membership in the Association.

The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing to PSE by the employee. Upon receiving an authorization, the employee will start deductions for the new members for the next available payroll period, according to the usual administrative cycle. The Association will refund any amount of dues that are paid to it in error.

A current seniority list of all employees within the bargaining unit will accompany the first such transmittal. Thereafter, the District will indicate additions and deletions from payroll deduction using forms provided by the Association.

Section 14.3.

The Association and its affiliates will defend, indemnify, and hold the District harmless against all liability, including allegations, claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses (including attorneys' fees) that arise out of any action taken or not taken by the District in implementation of this section.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.1.

A grievance is hereby defined as an alleged violation of the terms of this Agreement by the District and shall be resolved in strict compliance with this Article. Failure to comply with the steps and timeliness so stipulated will result in the grievance being invalid and subject to no further processing.

Section 15.2. Grievance Steps.

Section 15.2.1. Step One.

Employees shall first discuss the grievance with their immediate supervisor. If employees so wish, they may be accompanied by an Association representative at such discussion. All

grievances not brought to the immediate supervisor in accordance with the preceding sentence within ten (10) working days of the occurrence of the grievance shall be invalid and subject to no further processing. The supervisor has five (5) working days to respond from the date of receipt of Step One-Verbal.

Section 15.2.2. Step Two.

If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall, within ten (10) working days of the response at Step One or in any event within twenty (20) working days of the occurrence, reduce to writing a statement of the grievance containing the following:

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

The employee shall submit the written statement of grievance to the immediate supervisor for reconsideration and shall submit a copy to the HR Director. The parties will have ten (10) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 15.2.3. Step Three.

If no settlement has been reached within the ten (10) working days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within ten (10) working days to the District Superintendent or the Superintendent's designee. After such submission, the parties will have ten (10) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 15.2.4. Arbitration.

If no settlement has been reached within the ten (10) working days referred to in the preceding subsection, and the Association believes the grievance to be valid, the Association may demand arbitration of the grievance within twenty working days of the receipt of the answer at Step Three utilizing the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator's award shall be final and binding upon all parties.

Section 15.2.5.

It is agreed that:

- A. Matters involving employee evaluation are specifically excepted and excluded from being arbitrable under this Article.
- B. The Arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.
- C. The fees and expenses of the Arbitrator shall be equally shared by the parties.

1 **Section 15.3.**

2 The grievance or arbitration discussions shall take place whenever possible on school time. The District
3 shall not discriminate against any individual employee or the Association for taking action under this
4 Article.

7
8 **ARTICLE XVI**

9
10 **SALARIES AND EMPLOYEE COMPENSATION**

11
12 **Section 16.1.**

13 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
14 worked. Consistent with payroll processing requirements and capabilities, each employee shall receive a
15 full accounting of authorized deductions, hours worked, and rates paid with each paycheck.

16
17 **Section 16.1.1.**

18 Employees shall receive twelve (12) paychecks per year. For all work other than the regular
19 route time the District shall compensate the employee through the District's regular time card
20 procedure.

21
22 **Section 16.2.**

23 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
24 Schedule A attached hereto and by this reference incorporated herein. Employees shall be granted one
25 year of experience toward the next higher step on Schedule A for that position on the first day of the
26 contract year. In order to be granted one year of experience, the employee must have worked one-half
27 (90 paid contract days) of the previous school year. Effective the first contracted day of the 2019 – 2020
28 school year, all regular bus drivers employed as a regular bus driver by the end of the 2018 – 2019
29 school will be deemed as to have worked the entire 2018-2019 school year for the purpose of salary
30 schedule placement only.

31
32 **Section 16.3.**

33 For purposes of calculating daily hours, time worked shall be rounded to the nearest five minutes.

34
35 **Section 16.4. Employee Travel.**

36 Any employee required to travel from one site to another in a private vehicle during working hours shall
37 be compensated for such travel on a per-mile basis at the current IRS rate.

38
39 **Section 16.5. Overnight Travel Reimbursement.**

40 Employees required to remain overnight on District business shall be reimbursed, in accordance with
41 District policy and procedure, for all meals and private room accommodations for overnight trips.

42
43 **Section 16.6.**

44 Salary increases above the state-funded dollars are contingent upon successful levy passage and two levy
45 collections per year.

46
47 **Section 16.7. Substitute Employees.**

48 Substitute employees defined in Section 1.3. shall receive the regular substitute pay rate on Schedule A.

1 If one of these substitute employees becomes a regular employee, he or she shall receive the regular
2 hourly rate of pay while serving the probationary period under Section 10.2. If one of these employees
3 is called in for a run that is cancelled, he or she shall be paid a two (2) hour call-in, provided they report
4 to the transportation supervisor or designee and perform other job related duties assigned by the District.
5 These employees shall receive no other contractual benefits.

6
7 **Section 16.8.**

8 Classified employees whose indispensable property is damaged in an assault on their person or their
9 personal property, arising out of and in the course of their employment may apply for reimbursement of
10 actual costs of repair or replacement, not otherwise covered by the employee's insurance.

11
12 Indispensable personal property shall be defined as personal materials required for the employee to
13 perform their job duties, such as eyeglasses, hearing aids, dentures, watches and clothes. Claims must be
14 in writing on an incident report form describing detail of the assault listing all damages incurred noting a
15 date, hour and witnesses. This written description will be forwarded by the building administrator to the
16 District office.

17
18
19
20 **ARTICLE XVII**

21
22 **COMMERCIAL DRIVERS LICENSE DRUG TESTING**

23
24 **Section 17.1. Drug Testing.**

25 A positive test for any of the drugs prohibited by District policy will be just cause for immediate
26 termination. An alcohol test showing a blood alcohol level of .04 or higher will be just cause for
27 immediate termination. A blood alcohol test result of .02 or higher but lower than .04 will be just cause
28 for:

- 29 A. An immediate ten (10) day suspension without pay.
30 B. A required assessment and evaluation by an approved substance abuse professional at the
31 employee's expense.
32 C. Complete compliance by the employee with the recommendations provided through the
33 substance abuse professional.
34 D. Submission to a return to duty test.
35 E. Being subject to follow-up testing after returning to work.
36 F. Immediate termination for any follow-up blood alcohol test above .02.

37
38 In the event of reasonable suspicion testing, the employee, at his/her option, may have PSE
39 representation to accompany the driver and the District representative to the medical facility, provided
40 such representation does not delay testing, disrupt student bus service or cost the District money.

41
42 **Section 17.2. Refusal to Test.**

43 Refusal by an employee to submit to any required testing shall be cause for immediate termination.

44
45 **Section 17.3. Confirmation Testing.**

46 Split sample testing, at the employee's request, shall be paid by the employee if the test results are
47 positive, and paid by the employer in the event the results are negative.

1 **Section 17.4. Confidential Files.**

2 All test results shall remain confidential and shall be kept in a file separate from the employee's regular
3 personnel file at the District Office. Employees and Association representatives, with the employee's
4 consent, shall be permitted to review the employee's drug file upon request.
5

6 **Section 17.5. Reasonable Suspicion Testing Records.**

7 In the event the employer's substance abuse trained supervisor (a non-bargaining unit employee) has
8 reasonable suspicion to require a drug/alcohol test, the reasons for such suspicion shall be documented
9 and retained in a confidential file available only to appropriate officials of the District and the employee
10 or the employee's designated representative.
11

12 **Section 17.6. Cost of Time, Testing, Assessment and Treatment.**

13 Costs of testing, assessment, time spent testing and treatment shall be as follows:
14

- 15 A. Employees shall be paid at their regular rate of pay for any time drug or alcohol testing,
16 except pre-employment testing, return to work testing and testing which occurs while an
17 employee is on suspension.
18 B. The District shall pay the complete cost of random, post-accident and reasonable suspicion
19 testing.
20 C. The employee shall pay the cost of any assessment, counseling or other related treatment.
21 D. The employee shall pay the cost of any required testing during treatment, as well as return to
22 work testing.
23 E. An employee shall be made whole in the event of time off for a confirmation test which
24 comes back negative.
25

26 The District shall provide such in-service and informational material as deemed appropriate to appraise
27 employees of the testing provisions contained in the law and Board policy.
28
29
30

31 **ARTICLE XVIII**

32 **TERM AND SEPARABILITY OF PROVISIONS**

33
34
35 **Section 18.1. Duration of Contract.**

36 The term of this Agreement shall be September 1, 2021 to August 31, 2024.
37

38 **Section 18.2.**

39 All provisions of this Agreement shall be applicable to the entire term of this Agreement
40 notwithstanding its execution date, except as provided in the following section.
41

42 **Section 18.3.**

43 This Agreement may be reopened at any time during its term upon mutual consent of the parties in
44 writing. For the 2022-2023 school year, the wage rates specified in Schedule A shall be increased by the
45 state funded cost of living adjustment (IPD) as described in RCW 28A.400.205, plus an
46 additional one percent (1%). For the 2023-2024 school year, the wage rates specified in Schedule A be
47 increased by the State funded cost of living adjustment (IPD) as described in RCW.28A.400.205, plus
48 one half percent (0.5%).

Section 18.4.

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

Section 18.5.

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

Section 18.6.

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

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

PENINSULA BUS DRIVER CHAPTER #607

PENINSULA SCHOOL DISTRICT #401

BY: Kristie Matthews
Kristie Matthews, Chapter President

BY: Karen Andersen
Karen Andersen, Chief Financial Officer

DATE: _____

DATE: _____

Peninsula Bus Drivers #607
Peninsula School District #401
Schedule A
September 1, 2021 – August 31, 2022

2021-2022 SCHOOL YEAR - PENINSULA SCHOOL DISTRICT
PSE BUS DRIVER UNIT SCHEDULE A

DESCRIPTION	BASE 1-3	STEP 4-6	STEP 7-9	STEP 10-13	STEP 14-17	STEP 18-20	STEP 21-24	STEP 25-29	STEP 30+
TRANSPORTATION DRIVER (DRIVER TRAINER - ADD'L \$1.00 ABOVE REGULAR RATE)	\$24.09	\$24.97	\$25.88	\$26.76	\$27.59	\$28.46	\$29.32	\$30.07	\$31.28
SUBSTITUTE BUS DRIVER 0-359 HRS (90% OF BUS DRIVER BASE WAGE RATE)	\$21.68								
SUBSTITUTE BUS DRIVER 360-719 HRS (COMPLETED 360-719 HRS, 95% OF BASE WAGE RATE)	\$22.89								
SUBSTITUTE BUS DRIVER 720+ HRS (COMPLETED 720+ HRS, 99% OF BASE WAGE RATE)	\$23.85								

SCHEDULE A
PENINSULA SCHOOL DISTRICT #401
BUS DRIVERS SALARY SCHEDULE
 September 1, 2023 – August 31, 2024

DESCRIPTION	BASE	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
	1-3	4-6	7-9	10-13	14-17	18-20	21-24	25-29	30+
Transportation Driver Driver Trainer Additional \$1.00 Above Regular Rate	\$26.75	\$27.73	\$28.73	\$29.71	\$30.62	\$31.59	\$32.55	\$33.39	\$34.73
Substitute Bus Driver 0- 359 Hours 90% of Base Wage Rate	\$24.08								
Substitute Bus Driver 360-719 Hours Completed 360-719 hours 95% of Base Wage Rate	\$25.41								
Substitute Bus Driver 720+ Hours Completed 720+ hours 99% of Base Wage Rate	\$26.48								