

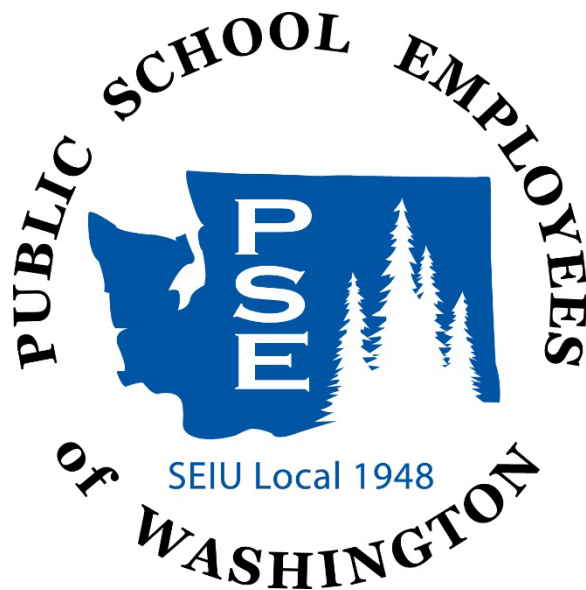
COLLECTIVE BARGAINING AGREEMENT BETWEEN

SUNNYSIDE SCHOOL DISTRICT #201

AND

**PUBLIC SCHOOL EMPLOYEES OF SUNNYSIDE
[TRANSPORTATION CHAPTER]**

SEPTEMBER 1, 2022 – AUGUST 31, 2025



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 the appropriate application of the Public Employees' Collective Bargaining Act.
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.

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PREAMBLE

This Agreement is made and entered into between Sunnyside School District Number 201 (hereinafter "District" or "Employer") and the Public School Employees of Sunnyside / Transportation (PSES/T), an affiliate of the Public School Employees of Washington / SEIU Local 1948.

In accordance with the provisions of the Public Employees Collective Bargaining Act (RCW 41.56) and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

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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 equally and fairly 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, assistant superintendent, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).

Section 1.3.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: regular full-time and regular part-time drivers, dispatchers, driver trainers, administrative assistants, secretary/receptionist, bus assistants and mechanics.

1 **Section 1.3.1. Definitions.**

- 2 1. Driver - CDL License/First Aid/Current Physical/S Endorsement – is responsible for
3 transporting District students on routes and extracurricular trips.
4
- 5 2. Substitute Classified Employee - is one who is employed sporadically to fill a position
6 of a full time, regular, or temporary classified employee in an existing position. The
7 substitute employee will not receive benefits except those defined in Section 1.4.1.
8
- 9 3. Temporary (Replacement) Classified Employee - is one who is employed for at least
10 sixty (60) consecutive days. Temporary employees shall be placed on Step I of
11 Schedule A (except those grandfathered substitutes hired prior to 09/01/00). All rights
12 and benefits, including seniority, shall be applied to the temporary employee on the 61st
13 day as long as they remain in the temporary assignment. All time spent as a temporary
14 employee shall count towards the completion of the probationary period should they be
15 hired by the District as a regular employee.
16

17 **Section 1.4.**

18 The District will provide the Association with a job description and such amendments, changes, and
19 additions to the job description as they may from time to time occur.
20

21 **Section 1.4.1.**

22 Substitutes are placed at the entry level as shown on Schedule A. Except for Schedule A, any
23 other term or condition of this agreement shall not cover such substitutes.
24

25 Substitutes who are employed for at least sixty (60) consecutive days in the same assignment
26 are considered temporary employees. All rights and benefits, including seniority, shall be
27 applied to the temporary employee on the 61st day as long as they remain in the temporary
28 assignment. All time spent as a temporary employee shall count towards the completion of the
29 probationary period should they be hired by the District as a regular employee.
30

31 **ARTICLE II**

32 **RIGHTS OF THE EMPLOYER**

33 **Section 2.1.**

34 It is agreed that the statutory, customary, and usual rights, powers, functions, and authority of
35 management are vested in management officials of the District. Without in any way limiting the
36 generality of the foregoing, this will include rights in accordance with applicable laws and regulations
37 and the provisions of this Agreement to direct the work force, the right to hire, promote, retain,
38 transfer, and assign employees in positions; the right to suspend, discharge, demote or take other
39 disciplinary action against employees; and the right to release employees from duties because of lack
40 of work or for other legitimate reasons. The District will retain the right to maintain efficiency of the
41 District operation by determining the methods, the means, and the personnel by which such operation
42 is conducted.
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46

1 **Section 2.2.**

2 The right to make reasonable policy, rules and regulations shall be considered acknowledged functions
3 of the District. In making such rules and regulations, the District shall give due regard to the rights of
4 the employees and to the obligations imposed by this Agreement.
5
6

7 **ARTICLE III**

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9 **RIGHTS OF EMPLOYEES**
10

11 **Section 3.1.**

12 It is agreed that the employees in the unit defined herein shall have and shall be protected in the
13 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.
14 The District shall not, directly or indirectly, interfere with, restrain, coerce, or discriminate against any
15 employee in the exercise of these rights.
16

17 **Section 3.2.**

18 Each employee will have the right to bring matters of personal concern to the attention appropriate
19 Association representatives and/or appropriate officials of the District.
20

21 **Section 3.3.**

22 Employees subject to this Agreement have the right to have Association representatives or other
23 persons present at discussions between themselves and supervisors or other representatives of the
24 District as hereinafter provided.
25

26 **Section 3.4.**

27 Each employee reserves and retains the right to delegate any right or duty contained in this Agreement,
28 exclusive of compensation for services rendered, to appropriate officials of the Association.
29

30 **Section 3.5. Personnel Files.**

31 Employees shall, upon request, have the right to inspect all contents of their personnel file. The
32 personnel file will be maintained in the District personnel office and will be available for inspection at
33 that location by the employee in the presence of a representative of the personnel office, during regular
34 business hours. Derogatory material contained in the file shall, upon written request, be removed two
35 (2) years after its placement in the file. Derogatory material over two (2) years old will not be used
36 against an employee. A Copy of any document in the personnel file shall be made available to the
37 employee, upon request. Documents that have not been provided to the employee shall not be placed in
38 the personnel file.
39

40 **Section 3.6.**

41 Neither the District, nor the Association, shall unlawfully discriminate against any employee subject to
42 this Agreement on the basis of race, creed, national origin, age, marital status, sex, honorably
43 discharged veteran or military status, sexual orientation including gender expression or identity or the
44 presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service
45 animal by a person with a disability in its programs and activities and provides equal access to the Boy
46 Scouts and other designated youth groups in respect to a position the duties of which may be
47 performed efficiently by an individual without danger to the health or safety of the handicapped person
48 or others, or in their exercise of their rights under Chapter 41.56 RCW, Public Employees' Collective

1 Bargaining Act. This in accordance with State and Federal Statute as amended. Provided, however,
2 that nothing in this Agreement shall be in conflict or inconsistent with the District's affirmative action
3 program.
4

5 **Section 3.7. Drug and Alcohol Testing.**

6 In the implementation of the Omnibus Transportation Employee Testing Act of 1991 effective January
7 1, 1995, the District will pay for random, post-accident, and reasonable suspicion testing. Split sample
8 testing, at the employee's request will be paid by the employee if the result is positive, by the District
9 if the test result is negative. The employee will pay the cost of all required testing during treatment. If
10 the District determines that the employee is to be allowed to return to work, the employee will pay for
11 return to work testing. The employee will pay the cost of any follow-up testing after a return to work.
12 Counseling and rehabilitation costs shall be the responsibility of the employee if the Medical Plan does
13 not cover the costs. Refusal to submit to any required testing shall result in immediate termination. The
14 District will contract with an established reputable agency to administer appropriate elements of this
15 Act. The District will call a substitute driver to cover the route of the driver who has been requested to
16 complete a random drug test.
17

18 An employee who tests positive for drugs or alcohol, in accordance with DOT regulations, shall be
19 disciplined in accordance with just cause section of this Agreement. All test results will remain
20 confidential and will be kept in a file separate from the employee's regular personnel file. Employees
21 and PSE (with the employee's consent) will be permitted access to such files upon request.
22

23 **Section 3.8. Discipline.**

24 When an employee receives a written reprimand or warning from a supervisor that is to be placed in
25 his/her personnel file, the employee shall be expected to sign the form, such signature only indicating
26 that he/she is aware of its existence. Such notice to the employee shall be considered as adequate
27 notice that a written response to the reprimand may be completed to be attached to the reprimand
28 document which is kept in the personnel file. Upon receipt of an employee's signed response, the
29 District shall include it within the personnel file.
30

31 **Section 3.9.**

32 In all disciplinary actions where formal, written charges are to be given an employee, the District shall
33 give the following notice:
34

35 Minimum notice of twenty-four (24) hours prior to the meeting time; (oral/written)
36

37 Inform the employee that he/she has the right to have representatives of their choosing at the meeting.
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1 **Section 3.10. Cameras.**

2 The drivers shall be informed when the camera is in the bus and is functional. The District uses video
3 cameras/GPS systems in school buses to monitor student behavior, assist transportation staff with route
4 information and emergency response management for the purposes of employee discipline as needed.

5 Video and GPS shall not be monitored except in the following instances:

- 6 1. Parent Complaint
- 7
- 8 2. Student Complaint
- 9
- 10 3. Driver Complaint
- 11
- 12 4. Citizen Complaint
- 13
- 14 5. Administrator Complaint
- 15
- 16 6. Post-Accident
- 17

18 The Association and driver will be notified when tapes are pulled and for what reason above.

19
20 **Section 3.11.**

21 The District shall reimburse all employees for all fees related to maintaining School Bus and Air brake
22 endorsements and for any costs associated with physical examinations that are not covered by medical
23 insurance including co-payments.

24
25 **Section 3.12.**

26 The Dispatcher shall be provided with a District cell phone.

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29 **ARTICLE IV**

30 **RIGHTS OF THE ASSOCIATION**

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33 **Section 4.1.**

34 The Association has the right and responsibility to represent the interests of all employees consistent
35 with Section 1.3 of this Agreement; to present its views to the District on matters of concern either
36 orally or in writing; to consult or to be consulted with respect to the formulation, development and
37 implementation of personnel relations, which are within the authority of the District; and to enter
38 collective negotiations with the object of reaching an agreement applicable to all employees within the
39 unit.

40
41 **Section 4.2.**

42 The Association shall be notified in a timely manner by the District of any formal grievances or
43 disciplinary action of any employee in the unit in accordance with the provisions of the Discharge and
44 Grievance Procedure Articles contained herein. The Association is entitled to have an observer at any
45 and all hearings conducted by any District official arising out of a grievance or be present at any and
46 all meetings for the resolution of such grievances.

1 **Section 4.3.**

2 The Association reserves and retains the right to delegate any right or duty contained herein to
3 appropriate officials of the Public School Employees of Washington.

4
5 **Section 4.4. Bulletin Board Space.**

6 The District will provide bulletin board space at the Bus Garage for the use of the Association for
7 official business only. The Association accepts the responsibility for all information posted and
8 appearing on the space provided. Each bulletin shall be signed and dated by the Association official
9 responsible for its posting. Unsigned bulletins or notices may not be posted. There shall be no posting
10 by employees or the Association of pamphlets, advertising, political matters, notices of any kind, or
11 literature on District property, other than herein provided.

12
13 **Section 4.5.**

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

16
17 **Section 4.6.**

18 Time during working hours, whenever possible shall be allowed Association representatives for
19 attendance at meetings with the District. Time, whenever possible shall also be allowed for
20 representatives to discuss with the employees grievances and appropriate matters directly related to
21 work situations in their area or craft. Association representatives shall guard against the use of excess
22 time in the handling of such matters and shall guard against conferences or meetings between
23 employees and Association hampering the normal flow of work.

24
25 **Section 4.7.**

26 Visitation rights shall be granted to the designated representative of the Public School Employees of
27 Washington to visit with employees in the appropriate bargaining units for purposes of grievance
28 procedures and/or general information data. Providing that no conferences or meetings between
29 employees and Association representatives will in any way hamper the normal flow of work. The
30 visiting delegate shall notify the School District of his/her arrival.

31
32 **Section 4.8. School Calendar.**

33 The Association shall be given the opportunity to provide input regarding the school year calendar.
34 Once the calendar is implemented, the Association has the right to bargain the impact of subsequent
35 changes to the employee work year upon request.

36
37 **Section 4.9. Employee Information.**

38 The District agrees to provide the following information in electronic format to the regional PSE office
39 at membership@pseofwa.org and the Chapter President or designee as requested up to four (4) times
40 per year:

- 41 • Employee names
 - 42 • Address
 - 43 • Phone numbers
 - 44 • ID numbers
 - 45 • Job classification
 - 46 • Hire date
 - 47 • Member dues payer/non-paying member status
- 48

1 The District will notify the Chapter President and the PSE membership department when Personnel
2 updates (Board reports) of new hires, terminations, etc. are available on the School District Website.
3

4 **Section 4.10.**

5 At the beginning of the school year during In-Service training the District will allow Association
6 representatives one (1) hour to introduce the union leadership and review the collective bargaining
7 agreement.

8 **Section 4.10.1. New Employees.**

9 The District will provide the Chapter President or designee reasonable access to new
10 employees of the bargaining unit for the purposes of presenting information about PSE to the
11 new employee. "Reasonable access" for the purposes of this section means the access to the
12 new employee occurs within one (1) week of the employee's start date within the bargaining
13 unit; the access is for no less than thirty (30) minutes, paid time; at the employee's regular
14 worksite, or at a location mutually agreed to by the District and PSE. PSE shall have the right
15 to distribute materials, such as PSE new hire packets, at the Orientation.

16 For employees hired during the summer this presentation will take place during the New
17 Employee Orientation. The District will provide PSE at least five (5) days' notice of New
18 Employee Orientation, and within 48 hours in advance of the orientation will provide an
19 electronic list of expected participants.
20

21 **Section 4.11.**

22 Up to (2) Bargaining unit members designed by the Union shall receive two (2) paid release days
23 annually to attend the Annual PSE Convention.
24

25 **ARTICLE V**

26 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

27 **Section 5.1.**

28 It is agreed and understood that matters appropriate for consultation and negotiation between the
29 District and the Association are matters with respect to wages, hours, benefits, and working conditions
30 of employees subject to this Agreement.
31

32 **Section 5.2.**

33 It is further agreed and understood that the District shall consult with the Association, and meet with
34 the Association upon its request, in the formulation of any changes being considered in existing
35 benefits, policies, practices and procedures.
36

37 **Section 5.3.**

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

HOURS OF WORK

Section 6.1. Definitions.

1. Regular Runs are a driver's to and/or from school runs at the beginning and ending of the day or a run which is to be worked on a fixed schedule for sixty (60) calendar days or more;
2. Route Bid annual bid that happens in September for ALL route time (AM/PM, Mid-day) pre-post, post trip and cleaning time.
3. Assignments any changes to the shift assignment that would happen after the annual bid and would include (AM/PM, Mid-day).
4. Trips are assigned by seniority and include any and all transportation assignments other than regular daily assigned runs.
5. Shuttles are defined as temporary additional driving duties that do not increase driver's route time.
6. Emergency is a situation that has been suddenly precipitated or is of such a nature that preplanning could not have occurred.

Section 6.2. Workweek.

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The normal workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday. Provided however, 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.

Section 6.3. Shift Assignment.

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Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of two (2) calendar weeks; provided, however, this notice may be waived by the employee.

Section 6.3.1.

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1. Employees shall be returned to the routes they occupied at the end of the previous school year. This assumes a September bid.
2. A Bid fair will be held annually before the last full week of September.
3. Any employee who intends to change job classification on bid day must declare their bidding intentions before the start of the bid.
4. Bus Assistants shall bid on a route (AM/PM, Mid-day) prior to bus drivers. Once all bus assistants have had the opportunity to bid on a route, any remaining vacant mid-day routes will be included in the Bus Driver regular bid, giving bus drivers the opportunity to bid on a vacant bus assistant mid-day route. If a Bus Driver takes a mid-day position of a Bus Assistant, that Driver is ineligible for any trips. All bus drivers who bid a bus assistant mid-day route will be compensated at the bus assistant hourly rate of pay equivalent to their step

1 placement. The regular bid process will begin immediately following the bus assistant bid.
2 Any routes that remain following the bid will be posted.

- 3
- 4 5. All route time (AM/PM, Mid-day), pre-trip, post trip and cleaning time, shall be totaled at
5 the conclusion of the “bid” and this time shall constitute a shift assignment.
- 6
- 7 6. If the hours in the shift are changed during the school year, resulting in less hours, the
8 District will make every attempt to maintain the hours by assigning supplemental driving
9 time.
- 10
- 11 7. If there is no supplemental work available, the shift hours will be adjusted accordingly.

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13 **Section 6.3.2. New and Open Route Postings.**

14 New or open routes or any additional time (excluding extra trips) of more than one (1) hour
15 shall be posted in house for a period of three (3) days and awarded to the most senior, available
16 driver who signs up and will not go into overtime. If no in-house driver signs up, then it will be
17 posted for a period of five (5) days for outside applicants/drivers. Available time is defined in
18 this section as having no other assignment during the period of time as posted.

19

20 Any mid-day routes that come available during the year will be posted in house as Bus
21 Assistant positions ONLY for a period of three (3) days. If no in-house Bus Assistants sign up,
22 then it will be posted for a period of five (5) days for outside applicants/drivers.

23

24 **Section 6.4. Rest Periods.**

25 All employees shall be allowed a rest period of not less than fifteen (15) minutes on the employer's
26 time for each four (4) hours of working time, scheduled as near as possible to the midpoint of the work
27 period.

28

29 **Section 6.5. Lunch Periods.**

30 Employees required to work through their regular lunch periods will be given time to eat at a time
31 agreed upon by the employee and supervisor or designee. No employee will be required to work more
32 than five (5) consecutive hours without receiving an appropriate thirty-(30) minute duty free lunch
33 period.

34

35 **Section 6.6. In-Service.**

36 Employees shall be paid the negotiated hourly rate for time spent in attendance at all required meetings
37 including consultations with parents, administration, and training as required by the District.

38

39 The District shall provide CPR and first aid training on one of the in-service days. Expiration dates of
40 CPR and First Aid cards shall be tracked by the employer.

41

42 **Section 6.6.1.**

43 The District shall provide the Association with a notice of mandatory meetings no less than five
44 (5) days prior to the event. The agenda will be provided twenty-four (24) hours in advance of
45 the meeting. Drivers will be compensated for mandatory meetings called by the Transportation
46 Director or designee at 100% of their regular hourly rate or one (1) hour, whichever is greater.

47

1 **Section 6.6.2.**

2 The District shall provide the Association with an agenda for District organized in-service
3 opportunities no less than five (5) days prior to the event. The agenda shall include start and
4 end times. Each in-service meeting shall be no less than four (4) hours. Employees in
5 attendance will be credited the full amount of time indicated on the agenda and any additional
6 time in the event the opportunity run time is longer than scheduled.

7
8 **Section 6.7. Emergency School Closure & Delayed Opening.**

9 In the event that it becomes necessary to close or delay opening school(s) because of inclement
10 weather, the District shall make every effort to notify employees through District communications
11 systems by 06:00 A.M. Additionally, the District will use telephone notification systems when
12 accessible.

13
14 1. Early Closure:

15 This provision does not preclude the District from closing school(s) in the event an
16 emergency developed later in the day, if further evaluation of developing hazardous
17 conditions warrants closure, employees will remain on duty until their students have been
18 cleared from school properties and then released from work and not required to make up the
19 rest of their day.

20
21 2. Delayed Opening:

22 In the Event that the opening of school is delayed, employees will attempt to report to work
23 at the normal time using reasonable caution; reasonable tardiness will not result in
24 reduction of pay. If, however, an employee feels they cannot report to work; emergency
25 leave, personal leave, vacation, or deduct can be used at the employee's discretion and will
26 be designated on the monthly leave record by the employee.

27
28 3. School Closure:

29 Regular classified employees are not required to report to work. In the event the District
30 fails to make said radio website and social media announcements a minimum of one (1)
31 hour prior to the employee's assigned start time, the District shall compensate employees
32 that check in at their worksite for two (2) hours. After two (2) school closures during the
33 year, employees may work their entire contracted workday with supervisor approval.

34
35 4. Makeup School Days:

36 When the District is required by law to make up days missed due to emergency closure,
37 scheduling of makeup days shall be scheduled by the District. Employees shall not receive
38 additional compensation for such makeup days.

39
40 5. Waived School Days:

41 In the event the Office of the Superintendent of Public Instruction approves a waiver for
42 school closures; resulting in school days that will not be made up by students. No employee
43 shall suffer loss of pay. The employer shall provide opportunities to make up the missed
44 hours performing bargaining unit work. The employee must make up the missed hours or
45 use personal, sick leave or take unpaid deduct as an alternative.

1 **Section 6.8. Assignments.**

2 Assignments shall be established by the District in relation to bus routes and time requisite to fulfilling
3 tasks assigned by the Supervisor of Transportation; provided, however, that no assignment shall
4 consist of less than one (1) hour.

- 5
- 6 1. Adjustments to routes will be made and bid annually in September.
- 7
- 8 2. Mid-day and after school routes shall be bid routes by seniority at the annual bid fair. New and
9 vacated routes will be posted during the school year. Mid-day routes will be actual drive time.
10 After school routes will be sixty (60) minute guaranteed time, actual time beyond the sixty (60)
11 minutes will be extra time for pay purposes.
- 12
- 13 3. If there is thirty (30) minutes or less layover time between assignments, the employee's shift
14 shall continue uninterrupted.
- 15
- 16 4. During a layover, the employee may be assigned available work such as a drop and return at the
17 direction of dispatch without additional compensation if the assigned work falls within layover
18 time.
- 19
- 20 5. Shifts will be adjusted by the transportation supervisor or designee whenever changes occur in
21 routes, driving times or regular duties assigned.
- 22
- 23 6. The parties agree that adjustments of one half (0.5) hour or less shall be discussed with the
24 Association prior to implementation, except in an emergency, the Association shall be notified
25 in a timely manner.
- 26
- 27 7. Assignment increases in duration of thirty-one (31) minutes or more shall be posted according
28 to this section. This process will be defined as a bid meeting. Only contracted drivers can
29 participate in the bid meeting for driver routes and bus assistant routes.
- 30

31 **Step I:** The position will be posted with a three (3) day notice of assembly to include a
32 date, time, and location of the group assembly. If a Driver/Bus Assistant is assigned to
33 work during the time of the bid meeting they can submit a letter of interest to the
34 supervisor. (Twenty-four (24) hours before the Bid meeting)

35

36 **Step II:** The most senior Driver/Bus Assistant will be awarded the open position. The
37 position left vacant will be filled by the next senior employee. This process will
38 continue until all positions are filled or there is no one else interested in filling the
39 vacant position. The position left vacant will then be posted.

40

- 41 8. If an extra trip should be cancelled without notice to the obligated Driver/Bus Assistant of no
42 less than four (4) hours prior to the departure time, such Driver/Bus Assistant shall be paid in
43 accordance with Section 6.14.
- 44
- 45 9. All information concerning the routes will be given to the Drivers and Bus Assistants at least
46 one (1) week, five (5) workdays prior to the annual bid. Drivers and bus assistants will be
47 informed of any adjustments made during those five (5) days.
- 48

1 The District will provide bus assistants with training necessary to perform their duties. In the event
2 there is a Bus Assistant on a special education route, additional training will be provided at District
3 expense. Only Bus Assistants with appropriate training will be assigned to special education
4 routes/trips.

5
6 **Section 6.8.1. Driver Trainer / Flex Driver.**

- 7 1. Behind the wheel training shall be performed and conducted by the Driver Trainer/Flex
8 Driver.
- 9 a. Any training provided to a trainee must be signed off by the immediate
10 supervisor holding a school bus driver instructor certificate when training has
11 been verified and proficiency has been met.
- 12
- 13 2. Classroom training shall be performed by the Driver Trainer/Flex Driver.
- 14 a. The Driver Trainer/Flex Driver will be provided with access to the Driver
15 Trainer Manual to put together classroom training.
- 16 b. The immediate supervisor holding a school bus driver instructor certificate will
17 be present in the classroom as a resource to the Driver Trainer/Flex Driver.
- 18
- 19 3. Once the School Bus Driver Instructor training is offered, the Driver Trainer/Flex
20 Driver will attend said training and the immediate supervisor will no longer sign off on
21 any training provided by the Driver Trainer/Flex Driver.

22
23 **Section 6.8.2. Special Needs Routes.**

24 Special needs routes will be designated as high priority, medium priority and low priority based
25 on the students assigned to that route. The District retains the right to reassign a flex-bus
26 assistant to cover a higher priority route when a sub is not available. If the route is longer than
27 the contracted time, a time sheet will be submitted. If the assigned route is less than the
28 contracted time, the flex-bus assistant will be assigned other appropriate bargaining unit work.

29
30 A flex-bus assistant will be hired. The flex-bus assistant will be assigned daily to fill in on the
31 highest priority route without a flex-bus assistant or be placed on any other route as needed.
32 The flex-bus assistant may not refuse to sub a route when asked. If the route is longer than the
33 contracted time, a time sheet will be submitted. If the assigned route is less than the contracted
34 time, the flex-bus assistant will be assigned other appropriate bargaining unit work.

35
36 **Section 6.9. Fill-in Work.**

37 Those regular employees whose time permits shall be allowed to perform fill-in work (sub) on any
38 assignment according to seniority and eligibility.

39
40 **Section 6.9.1. Flex Route / McKinney Vento.**

41 This driver's assignment would fulfill the McKinney-Vento needs first; second priority would
42 be subbing other open routes. The driver may not refuse to sub a route when asked. If the route
43 is longer than the contracted time, a timesheet will be submitted. If the assigned route is less
44 than the contracted time, the driver will be assigned other appropriate bargaining unit work.
45 This driver may be used as a sub bus assistant, if needed but will retain their driver pay.

1 **Section 6.10. Extended Leave Bidding.**

2 When an employee is anticipated to be on sick leave for longer than twelve (12) weeks, the vacated
3 assignment A.M./P.M. shall be posted for temporary bid for a period of three (3) days during the
4 regular school year and for five (5) days during summer months. Any assignment vacated, as a result
5 of this bid shall be posted for bid and the procedure repeated until all assignments are filled. Upon
6 return of the regular employee, whose vacated assignment initiated the bid, all additional shift time
7 assignments revert to the original employee. When an employee is anticipated to be away from work
8 for a minimum of two (2) weeks, but less than twelve (12) weeks, the vacated assignment A.M./P.M.,
9 shall be posted for temporary bid for a period of three (3) days. Any assignment vacated, as a result of
10 this bid shall be posted for bid. Any assignment vacated as a result of the previous bid shall be
11 assigned to a substitute driver. Upon return of the regular employee, whose vacated assignment
12 initiated the bid, all additional shift time assignments revert to the original employee.
13

14 **Section 6.11.**

15 The established shift times shall be based on time required to perform all regular duties assigned,
16 except that in addition to all regular duties assigned, each employee shall receive a daily allocation of
17 time to perform duties associated with bus checkout, warm-up, cleanup, and safety. This allocation is
18 to be divided as follows: fifteen (15) minutes on the A.M. shift, fifteen (15) minutes on the P.M.,
19 fifteen (15) minutes on the Midday and fifteen (15) minutes for clean-up. Extra time may be allowed
20 by the Transportation Supervisor for unusual or emergency situations, but not to exceed the additional
21 time actually required through no fault of the employee.
22

23 **Section 6.12. Start and End of the Year Cleaning and Meetings.**

24 All drivers will receive four (4) hours compensation at the employee's regular rate to clean buses at the
25 end of the school year. Cleaning shall meet the standards authorized by the Transportation Director or
26 designee. Transportation Director or designee may authorize additional time for bus washing or
27 meetings.
28

29 **Section 6.13. Summer Work.**

30 In the event that summer work is available, it shall be posted and awarded to drivers by seniority.
31 Prior to the end of the school year, a list will be available for drivers to sign up for summer work.
32 Drivers not signing up will not be contacted for extra work, provided however, that a driver may add or
33 remove themselves from the list at any time during the summer months.
34

35 **Section 6.14. Trips.**

- 36 1. Only regular drivers are eligible for extra run rotation.
37
38 2. Trips shall be posted electronically for employee consideration, as soon as received by the
39 Transportation Department but no later than five (5) working days prior to assignment and shall
40 remain open for at least one and one-half (1 ½) working days, unless under extenuating
41 circumstances.
42

43 Trips will be assigned as follows:

- 44 a. By Seniority
45 b. Trips signed up for on the trip form
46 c. Driver will get as close to forty (40) hours as possible based on trips they signed up for
47 on trip form.

- 1 d. If all drivers signing the trip form go into overtime, the driver signing the trip form with
2 the least amount of overtime hours for that week shall be awarded the trip.
3
- 4 3. Unclaimed trips shall be reposted for a second time for one (1) day and offered to the most
5 senior driver with the least amount of overtime. If any trip remains unclaimed after the second
6 posting, the trip shall be offered to the most senior qualified employee (dispatcher, driver
7 trainer, mechanic) with the least amount of overtime. Unclaimed trips may be assigned to
8 substitutes. If no substitutes are available, the trip may be assigned to a charter.
9
- 10 4. Drivers who do not drive an awarded trip will result in the driver forfeiting a bid on the next
11 week's trip board, excluding canceled trips, medical reasons, and family emergencies. (LOA 3-
12 23-18)
13
- 14 5. Regular runs vacated by drivers taking trips shall be covered by substitutes or other
15 transportation employees. When assigning extra runs, if there are no substitutes available to
16 cover the regular run of the driver and that renders the regular driver unavailable for an extra
17 run while on their regular run, the Supervisor of Transportation shall adjust assignments based
18 on seniority to accommodate coverage of the route.
19
- 20 6. Trip and overtime hours will be tracked weekly by the Transportation department. The
21 Association shall have the opportunity to review on a regular basis.
22
23
- 24 7. Trip board posting time shall include allocation of time to perform duties associated with bus
25 checkout, warm-up, and safety as defined in Section 6.11. unless continuous with regular run.
26
- 27 8. Extra trips, including mid-days will be awarded on a weekly basis by seniority as described in
28 Article VI Section 6.2 and Section 6.14.
29
- 30 9. If a driver turns in a trip and wishes to be scheduled for additional mid-days, the drivers must
31 submit this request in writing to the Transportation Supervisor at the time the trip is turned in.
32

33 **Section 6.15. Show-Up Time.**

34 Employees shall be compensated for show-up time of two (2) hours on weekdays and three (3) hours
35 on weekends when previous notice was not given on a canceled assignment.
36

37 **Section 6.15.1.**

38 If a driver gave up their regular route time to accept an extra trip and the trip was cancelled
39 without previous notice, the driver shall be compensated in accordance with their regular route
40 time.
41

42 **Section 6.16. Overnight and Extended Assignments.**

43 Employees on overnight assignments may request an advance to pay for expenses and shall be paid
44 expenses for lodging and meals. Employees shall not be responsible for chaperoning students. Private,
45 separate quarters shall be made available for the employees. Due to the safety of all concerned,
46 employees must be given adequate rest. For trips over four hundred (400) miles and/or overnight a
47 fleet card will be made available for driver's use. For trips fifteen (15) hours or more, the employees
48 shall be provided twenty dollars (\$20) for meal reimbursement per trip.

1
2 **Section 6.17. Driver Information.**

3 Drivers shall be given relevant information on passengers on a need to know basis.
4

5 **Section 6.17.1.**

6 Special Needs Drivers shall be provided a notebook containing information related to need to
7 know medical and behavior issues for students. Should a student be added during the school
8 year, such information shall be updated as soon as possible.

9 **Section 6.17.2.**

10 Prior to the start of the school year, regular drivers shall be provided with a list of names for all
11 of the students on the driver's assigned route upon request.
12

13 **Section 6.18. District Van Use.**

14 The District may use District vans driven by school District employees when fourteen (14) or less
15 students are involved in an extra run. Should a group wish to take a third or more van to an event, the
16 additional van(s) shall be driven by a Sunnyside School Bus Driver. The Association will be provided
17 access to information regarding District van usage.
18

19 **Section 6.19.**

20 Bargaining unit work shall be limited to employees covered by this agreement unless otherwise
21 permitted in the Collective Bargaining Agreement (Section 6.18). Assignments of bargaining unit work
22 to non-bargaining unit members in all other instances when unusual circumstances arise shall be
23 addressed between the parties. The Association will be notified when unusual circumstances arise.
24

25 **Section 6.19.1.**

26 The District can use charter busses for:

- 27 • Emergencies (when no drivers or busses are available).
- 28 • Trips more than five hundred (500) miles one way.
29

30 **Section 6.20.**

31 If an employee is requested by the transportation supervisor, to ride along with another driver, this time
32 is considered time worked and shall be paid at the employees' regular rate of pay.
33
34

35 **ARTICLE VII**

36 **OVERTIME**

37
38
39 **Section 7.1.**

40 All hours worked in excess of forty (40) hours per workweek will be compensated at one and one-half
41 (1 ½) times the employee's base hourly rate. The overtime calculation period is Monday through
42 Sunday.
43

44 **Section 7.2. Overtime.**

45 Overtime assignments for regular employees shall be distributed in accordance with the regular
46 employee with the least amount of hours with the same job classification. Overtime assignment for
47 employees shall be in accordance with 6.14 Trips. If a regular driver is not available, a route will be
48 assigned to the most senior qualified employee that will go into the least amount of overtime.

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ARTICLE VIII

HOLIDAYS

Section 8.1.

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

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

Section 8.2.

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

Section 8.3. Worked Holidays.

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

Section 8.4.

Should a holiday occur when a twelve (12) month employee is on vacation, the holiday will not be deducted as a vacation day.

Section 8.5. Unworked Holidays.

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked either their last scheduled shift preceding the holiday or their first scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if the employee goes on paid sick leave and is unable to work on either shift.

ARTICLE IX

LEAVES

Section 9.1. Sick Leave.

All employees shall receive 12 days of sick leave annually. Employees hired during the year will be given a prorated amount of the same. Employees shall receive their annual accumulation at the beginning of the year. Sick leave shall be accumulated and paid in accordance with the employee's normal daily shift. Sick leave shall be granted for illness, injury and emergencies as herein provided. A physician's statement of illness may be required upon request of the Superintendent or designee under the following situations.

- 1 1. When the employee has requested and been denied other leave for the same days the employee
2 takes sick leave.
- 3
- 4 2. When the employee has exhausted all available sick leave.
- 5
- 6 3. When an illness exceeds five (5) days.
- 7

8 **Section 9.1.1. Attendance Incentive.**

9 Compensation for accrued but unused sick leave shall be as provided in the sick leave
10 attendance incentive program (see RCW 28A.58) as now or hereafter amended.

11

12 **Section 9.1.1.1. Sick Leave Cash Out.**

13 SB 6534/PERS2/SERS2/SERS3. When an eligible employee leaves the District,
14 compensation for accrued but unused sick leave shall be as provided in
15 RCW28A.400.210 and 1997 c 13 s 9, RCW 41.35.010(31), RCW 41.35.010(30),
16 RCW 41.40.010(34) as now or hereafter amended.

17

18 **Section. 9.1.1.2**

19 Employees are responsible for timely input of any time off into the leave reporting system.
20 Time off should be entered before the absence when possible. Time off will be entered no later
21 than the employee's return date. Entering time off does not replace regular notification
22 procedures.

23

24 **Section 9.2. Leave Sharing.**

25 As of now or hereafter amended, the District will comply with current statutory leave sharing
26 provisions.

27

28 **Section 9.3. Family and Medical Leave.**

29 Beginning September 1, 2019, the District shall comply with the provisions of premium payments of
30 the new Washington State Paid Family and Medical Leave.

31

32 Eligible employees may access up to twelve (12) weeks of paid family or medical leave to care for an
33 eligible family member experiencing an illness or medical event as per the guidelines of the
34 Washington Family and Medical Leave. More information can be found at www.paidleave.wa.gov.

35

36 **Section 9.4. Emergency Leave.**

37 A maximum of five (5) paid days will be allowed annually for absences owing to suddenly precipitated
38 problems which are of a nature that preplanning was not possible or could not have relieved the
39 necessity for the employee's absence. Additional emergency leave may be granted by the
40 Superintendent. Such leave shall be deducted from those accumulated pursuant to Section 9.1. (Sick
41 Leave) above.

42

43 **Section 9.5. Personal Leave.**

44 Three (3) days of personal leave, discrete from sick leave, shall be granted for matters which cannot be
45 attended to outside of normal working hours. Employees may accumulate up to six (6) days.

1 An Employee shall be required to notify the Transportation supervisor twenty-four (24) hours in
2 advance to allow time to arrange for a substitute. No reason shall be required as to the purpose for
3 using the leave.

4
5 Personal leave may not be used the first 10 days or the last ten (10) days of the school year. No more
6 than two (2) employees per job classification, pending the availability of substitutes, shall be on
7 personal leave at once except as approved by the immediate supervisor. If there are two (2) employees
8 in the same job classification who request the same day off determination will go to the employee who
9 requested the day off first. Requested exceptions may be made by the Director of Human Resources.
10 The progress of District work will be paramount in scheduling personal leave.

11
12 Personal leave accrued over the allowed amount that would be forfeited will be cashed out
13 to VEBA at a rate of 4/1 twenty five percent (25%).

14
15 **Section 9.6.**

16 Any employee who has an approved claim for a job-related injury or illness is eligible to use any type
17 of available leave balance or unpaid leave for their time off. If the employee is issued a time loss
18 payment, they may turn it into the payroll office to purchase their time off back at the appropriate ratio
19 of payment amount and their hourly rate. Employees may also choose to keep any time loss payments
20 and not purchase back leave.

21
22 **Section 9.7. Bereavement Leave.**

23 Up to five (5) days shall be granted with pay (five [5] out of state, three [3] in state) in the event of the
24 death of a family member or close personal friend. This leave can be extended with Superintendent
25 approval and requires notification to the employees Supervisor. This leave is non-cumulative and
26 discrete from other leaves. Bereavement leave can only be used for two (2) incidences per year.

27
28 **Section 9.8. Judicial Leave.**

29 An employee who is away from his/her duties because of jury duty shall be paid for such time lost at
30 his/her normal rate of pay.

31
32 An employee will be granted a maximum of two (2) days leave if subpoenaed as a witness in court or
33 other legal proceedings; provided that a leave with pay shall not be granted to an employee for a case
34 brought or supported by a staff member, union, or association for a case in which the staff member has
35 a direct or indirect interest in the proceedings.

36
37 On any day that an employee is released from jury duty or as a witness by the court and four or more
38 hours of the employee's scheduled work day remains, the employee is to inform his/her supervisor and
39 report to work if requested to do so.

40
41 The Superintendent or designee may extend the definition and intent of the subpoena leave policy on
42 an individual basis.

43
44 **Section 9.9. Maternity Leave/Paternal Leave.**

45 An employee requesting maternity and/or parental leave shall notify the District in advance of his or
46 her intention to take leave and the estimated date when he/she will return to work.

47
48

1 A. Maternity Leave

- 2 1. An employee is entitled to use accrued sick, personal, vacation and unpaid leave for delivery
3 and recovery after childbirth. The normal period for delivery and recovery after childbirth is
4 assumed to be thirty (30) workdays. Use of more than thirty (30) workdays of accrued leave for
5 delivery and recovery after childbirth or a pregnancy-related disability must be verified by a
6 physician's note.
7
8 2. Personal leave and/or vacation may be accessed beyond the thirty (30) days without a
9 physician's note.
10
11 3. Any extension of maternity leave beyond the period needed for childbearing and recovery shall
12 be granted under Parental Leave.

13
14 Beginning September 1, 2020, eligible employees may access Washington Paid Family and Medical
15 Leave for up to twelve (12) weeks to welcome a new child via childbirth, adoption, or foster placement
16 and may be eligible to receive up to eighteen (18) weeks if the employee experiences a serious health
17 condition with a pregnancy that results in incapacity per the new Washington Paid Family and Medical
18 Leave.

19
20 B. Parental Leave

- 21 1. An employee shall be allowed to use up to thirty (30) days of accumulated sick leave per year
22 for introducing a new child into their family.
23
24 2. This applies to regular childbirth as well as adoption.
25
26 3. If the employee does not have enough sick leave, the employee may go on an unpaid parental
27 leave. Unpaid parental leave may be extended to sixty (60) days if qualified under FLA/FMLA.
28 The employee may continue District sponsored insurance programs while on unpaid leave by
29 paying the premiums directly to the District.
30

31 Beginning September 1, 2020, eligible employees may access parental leave through the Washington
32 Paid Family and Medical Leave for up to twelve (12) weeks of paid family or medical leave to care or
33 bond after a baby's birth or placement of a child younger than eighteen (18) per the new Washington
34 Paid Family and Medical Leave.

35
36 **Section 9.10 Faith or Conscience Leave.**

37 Employees are entitled to two unpaid holidays per calendar year for a reason of faith or conscience or
38 an organized activity conducted under the auspices of a religious denomination, church, or religious
39 organization. (RCW 1.15.050)

40
41 **Section 9.11. Washington Paid Family and medical Leave (PFML).**

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

- 44
45 1. The District shall annually notify employees about the benefits available under PFML.
46

2. Employees will be required to file a claim for PFML benefits with the Employment Security Division (ESD) at the following email address <https://paidleave.wa.gov/get-ready-to-apply/> all payments will come from the ESD.
3. Employees will be required to contact the Employment Security Guidelines to determine the amount leave available.
4. To qualify for PFML, employees must meet minimum hours required in employment in Washington State during the qualifying periods Employment Security will determine the employee's eligibility and benefit.
5. Employees should go to <https://esd.wa.gov/paid-family-medical-leave/benefits> or www.paidleave.wa.gov for all information pertaining to this leave.
6. District and employees shall pay premium costs as per state law.

ARTICLE X

LEAVE OF ABSENCE

Section 10.1.

A leave of absence may be granted to regular employees who have one (1) year of continuous employment. The circumstances shall be determined by the Superintendent or designee. The leave may be granted for uncontrollable circumstances, excluding taking another job. The leave of absence may be granted up to one (1) year, but not to exceed one (1) year; provided, however, that in the event such leave is granted due to extended illness, one (1) additional year may be granted.

Section 10.2.

The employee will retain accrued sick leave, while on leave of absence. However, no sick leave, or other benefits may be applied or will accrue while the employee is on leave of absence.

Section 10.3.

Routes vacated under Section 10.1 shall be posted for employee consideration. Employees returning from a leave of absence shall be given a comparable position if available.

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ARTICLE XI

VACATION

Section 11.1. Vacation.

Vacation schedule for twelve (12) month (two-hundred sixty (260) day) employees subject to this Agreement shall be according to the following schedule: Only twelve (12) month (two-hundred sixty (260) day) employees are eligible for vacation.

After 1 year of service	10 days paid vacation
After 2 year of service	12 days paid vacation
After 6 year of service	13 days paid vacation
After 7 year of service	14 days paid vacation
After 8 year of service	15 days paid vacation
After 9 year of service	16 days paid vacation
After 10 year of service	17 days paid vacation
After 11 year of service	18 days paid vacation
After 12 year of service	19 days paid vacation
After 13 year of service	20 days paid vacation

During the school year, vacation requests must be received in writing three (3) business days prior to the requested days off. For example, Employee requests Friday off, requests must be received by Tuesday. Leave requested will be honored on a first come, first serve basis with no bumping by a senior employee. No more than one (1) employee shall be on vacation leave at a time on student school days. Requested exceptions may be approved by the Director of Human Resources.

The progress of District work will be paramount in scheduling vacations. Employees may not accrue more than thirty (30) days of vacation unless otherwise specifically provided by contract. Employees' accrued vacation can exceed thirty (30) days during the school year but must be reduced to thirty (30) days or less by August 31 of each year. Vacation accruals will be stopped if an employee has a vacation balance over thirty (30) days as of August 31 of each year. Vacation accruals will recommence after the employee's vacation has been taken or lost and the accrued vacation has dropped below the thirty (30) day maximums.

Section 11.2. Annual Leave Sharing.

Leave sharing shall be in accordance with RCW 28A.400.380.

ARTICLE XII

SENIORITY

Section 12.1.

The seniority of the employee within the bargaining unit shall be established as of the date the employee begins continuous daily employment (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

1 **Section 12.1.1. Ties in Seniority Date.**

2 When the hire date of two (2) or more employees is identical, the date of the application and
3 the time stamp on the application when hired into continuous daily employment as a bargaining
4 unit member shall be used to establish seniority. Drawing of lots shall be used to determine
5 relative placement of employees when the hire date and application date is identical.
6

7 **Section 12.1.1.1. Layoff.**

8 An employee on layoff status who is called back to work shall be called back by
9 seniority of those in layoff status and benefits are restored. Bidding shall be done in
10 accordance with seniority of all drivers and seniority of all mechanics, but in no case
11 shall an employee on layoff have priority over a senior employee. An employee on
12 layoff status called back as a substitute or temporary shall be entitled to bid on any
13 newly opened or posted route, by seniority of drivers.
14

15 **Section 12.2.**

16 Seniority rights will be effective within the bargaining unit as defined in Article I, Section 1.3. of this
17 Agreement.
18

- 19 1. Seniority will be listed by hire date
- 20
- 21 2. Crossover from one classification to another will only happen when:
22 A. New/open positions are posted
23 B. Permanent positions are vacated
24 C. Bid day with an open position
25 D. The employee is qualified for the position as outlined in job description
- 26
- 27 3. No person shall be harmed. No bumping. Employee must wait for an open position to switch.
28
- 29 4. Open positions on bid day are eligible for classification changes and are bid at seniority status.
30

31 **Section 12.3.**

32 An employee shall lose seniority for any of the following reasons:
33

- 34 1. Resignation;
- 35 2. Discharge for any reason contained in this Agreement; or
- 36 3. Retirement.
37

38 **Section 12.4.**

39 Seniority rights will not be lost for the following reasons without limitation:
40

- 41 1. Time lost by reason of industrial accident, industrial illness, periods of non-assignment during
42 non-school months;
 - 43
 - 44 2. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
45 States;
46
- 47
48

3. Time spent on other absences or leaves authorized within the leave provisions of this Agreement; or
4. Periods of non-assignment during non-school recesses and vacations.

Section 12.5.

The employee with the greater seniority shall have preferential rights regarding shift selection, vacation periods, special assignments (including overtime), promotions, assignment to new or open positions or routes, and layoffs when ability and performance are substantially equal with the junior employee. If the District determines that the seniority rights should not govern because the junior employee possesses ability or performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees and the Association President its reasons why the senior employee or employees have been bypassed.

Section 12.6.

The District shall publicize within the bargaining unit for a period of five (5) working days the availability of open positions as soon as possible after the District is apprised of the opening. Posted positions shall be awarded as soon as possible.

Section 12.7.

In making determinations regarding changing classifications within the bargaining unit, the District will utilize the following criteria to make its determination of relative ability and performance according to ARTICLE XII: Seniority, experience (Direct and related), tests (where applicable), interview scores, discipline history, and performance evaluations.

1. Interviews:

The District shall interview/test a up to the top three (3) bargaining unit candidates on the seniority list who have applied and meet the required qualifications of the position. When external applicants meeting the required qualifications of the position are interviewed/tested, all bargaining unit applicants who meet the required qualifications of the position shall be interviewed/tested. Interviewers will independently score the responses to interview questions while the applicant is answering questions.

- A. Interview team will include Building Representatives (if applicable), Department supervisor(s) (if applicable) and one bargaining unit board members.
- B. The answer of each question will be scored 1-10 points (1= a poor response and 10= an excellent response).
- C. Each interview team members will have a score sheet and space to write notes on the score sheet.
- D. The final interview score will be the percentage of points received of the amount of overall points and converted to a point scale of 1-10.

1 2. Skills Test:

- 2
- 3 A. Any skill testing or interviews conducted as a part of the application process will be
- 4 equally administered to all candidates and will be based on the required qualifications
- 5 found in the job description of the position. Interviews and skills testing shall be
- 6 administered in the same environment and free from surrounding distractions.
- 7 Employees will be allowed to use the same resources available to them on the job site.
- 8 All applicants will be given two (2) workdays notice before any interview or skills test.
- 9 The District will provide accommodations for applicants with learning disabilities
- 10 according to the American Disabilities Act.
- 11
- 12 B. The final skills test score will be the percentage of points received of the amount of
- 13 overall points available and converted to a point scale of 1-10.
- 14

15 3. Other Scoring:

- 16
- 17 A. Unapproved unpaid leave in the past three years:
- 18 i. Zero (0) days = ten (10) points
- 19 ii. One to two (1-2) days = Five (5) points
- 20 iii. Three (3) or more days = Zero (0) points
- 21
- 22 B. Discipline History:
- 23 i. No negative discipline history = ten (10) points
- 24 ii. One (1) verbal reprimand = Five (5) points
- 25 iii. Two (2) or more verbal reprimands, one (1) or more written reprimands or one
- 26 (1) or more suspensions = Zero (0) points
- 27
- 28 C. Performance History:
- 29 i. Three (3) or more unsatisfactory = Zero (0) points
- 30 ii. One to Two (1-2) unsatisfactory = Five (5) points
- 31 iii. No unsatisfactory marks = Ten (10) points
- 32
- 33 D. Seniority:
- 34 ii. One to ten (1-10) years = Five (5) points
- 35 iii. Eleven to twenty (11-20) years = Seven (7) points
- 36 iii. Twenty-one (21) + years = Ten (10) points
- 37

38 Derogatory material over two (2) years old will not be used against the employee per Article III,

39 Section 3.5.

40

41 Final scoring of applicants shall be the total number of points earned in the following above categories

42 for a total of sixty (60) possible points.

43

44 **Section 12.8.**

45 Time on layoff shall be counted as continuous service for the purpose of establishing and retaining

46 seniority dates for up to one (1) year.

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ARTICLE XIII

PROBATIONARY PERIOD

Section 13.1.

Probation will commence on the effective date of employment as a regular employee. New regular employees will serve a probationary period of one (1) calendar year. During this probationary period, the District may terminate such employee at its discretion.

Section 13.2. Probationary Evaluations.

Each probationary employee shall have a probationary evaluation prior to the 90th working day. Probationary employees shall be informed, through the evaluation, of any deficiencies and given an opportunity to improve.

ARTICLE XIV

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 14.1.

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

Section 14.2.

Should the District decide not to renew a non-annual employee, the employee shall be so notified in writing prior to the expiration of the school year.

Section 14.2.1.

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

Section 14.2.2.

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

Section 14.3. Evaluations.

The Association and the District agree to establish a joint committee to review the evaluation form annually. The joint committee shall consist of three (3) participants each, from the Association and Administration.

The Transportation Director or designee shall evaluate each employee subject to this Agreement annually, but no later than May 31st, using the adopted evaluation form (attached as reference). The evaluation meeting shall take place in person, when possible.

Probationary employees shall be evaluated within ninety (90) school days.

1 All employees shall have the right to submit comments to be attached to their evaluation.

2
3 Only official, signed evaluations will be placed in the personnel file.

4
5
6 **ARTICLE XV**

7
8 **RETIREMENT**

9
10 **Section 15.1. Public Employees' Retirement System.**

11 In determining whether an employee subject to this Agreement is eligible for participation in the
12 Washington State Public Employees' Retirement System, the District will comply with applicable laws
13 and regulations. The District will report all hours worked.

14
15 **Section 15.2 VEBA.**

16 The District shall contribute twenty dollars (\$20.00) per month to a VEBA account for each SEBB
17 eligible employee covered by the provisions of this collective bargaining agreement.

18
19
20 **ARTICLE XVI**

21
22 **INSURANCE**

23
24 **Section 16.1.**

25 Beginning January 1, 2020, and each year thereafter, the employer agrees to provide the insurance
26 plans, follow employee eligibility rules, and provide funding for all bargaining unit members and their
27 dependents as required by State law, the State Operating Budget, and the School Employee's Benefit
28 Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible
29 employees.

30
31 **Section 16.2.**

32 The employer agrees to provide information about SEBB insurance plans to eligible employees during
33 the school year (as required or recommended by SEBB) and during open enrollment period.

34
35 **Section 16.3.**

36 The employer agrees to follow SEBB eligibility rules for employees who are anticipated to work 630
37 hours or more per school year.

38
39
40 **ARTICLE XVII**

41
42 **DUES DEDUCTION**

43
44 **Section 17.1.**

45 The District shall deduct PSE state dues from the pay of any employee who authorized such deductions
46 pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the
47 Public-School Employees of Washington. Transmissions will include payments and an electronic list
48 of all represented employees with deduction amounts. Transactions will be received within a week

1 following payroll. Submissions are to include all employees covered by the Collective Bargaining
2 Agreement. A dues remittance form needs to accompany the payment every month and include
3 membership status changes.

4
5 An employee's written, electronic, or recorded voice authorization to have the employer deduct
6 membership dues from the employee's salary must be made by the employee to Public School
7 Employees of Washington/SEIU Local 1948 (PSE). If the employer receives a request for
8 authorization of deductions, the employer shall as soon as practicable forward the request to PSE.

9
10 Upon receiving timely notice of the employee's authorization from Public School Employees of
11 Washington (PSE), the employer shall deduct from the employee's salary membership dues and remit
12 the amounts to PSE, within one (1) week of processing payroll.

13
14 The employee's authorization remains in effect until expressly revoked by the employee in accordance
15 with the terms and conditions of the authorization. An employee's request to revoke authorization for
16 payroll deductions must be in writing and submitted by the employee to Public School Employees of
17 Washington (PSE) in accordance with the terms and conditions of the authorization. Revocations will
18 not be accepted by the employer if the authorization is not obtained by the employee to PSE. After the
19 employer receives confirmation from the exclusive bargaining representative that the employee has
20 revoked authorization for deductions, the employer shall end the deduction effective on the first
21 payroll after receipt of the confirmation. The employer shall rely on information provided by the
22 exclusive bargaining representative regarding the authorization and revocation of deductions.

23
24 **Section 17.2.**

25 Employees who have affirmatively consented to joining the Association shall maintain their
26 membership during the term of this Agreement unless the employee revokes membership. An
27 employee may revoke their membership by contacting the Association in accordance with Section
28 17.3. Association membership is optional for employees.

29
30 **Section 17.3.**

31 The dues deduction and authorization form shall remain in effect from year to year, unless withdrawn
32 in writing by the employee and submitted by the employee to the exclusive bargaining representative
33 in accordance with the terms and conditions of the authorization.

34
35 After the employer receives confirmation from the exclusive bargaining representative that the
36 employee has revoked authorization for deductions, the employer shall end the deduction effective on
37 the first payroll after the receipt of the authorization.

38
39 The employer shall rely on information provided by the exclusive bargaining representative regarding
40 the authorization and revocation of deductions.

41
42 **Section 17.4.**

43 The District shall notify the Association of all new hires within ten (10) working days of the start date.

44
45 **Section: 17.5 Hold Harmless.**

46 The Association agrees to defend and hold the District harmless against any legal action brought
47 against the District reference to valid membership.

1 **Section 17.6 Voluntary Political Action Contribution (COPE).**

2 The District shall, upon timely receipt of a written authorization form that conforms to legal
3 requirements, deduct from the pay of such bargaining unit employee the amount of contribution the
4 employee voluntarily chooses for deduction for political purposes and shall transmit the same to the
5 Union.
6

7
8 **ARTICLE XVIII**

9
10 **GRIEVANCE PROCEDURE**

11
12 **Section 18.1.**

13 Grievance claims will be processed as rapidly as possible. Time limits under unusual circumstances
14 may be extended by mutual consent. Failure of the employee to proceed with the grievance within time
15 limits provided will result in dismissal of the grievance. Failure of the District to take required action
16 within time limits provided will entitle the Association to move to the next step in the grievance
17 procedure.
18

19 **Section 18.2. Grievance Steps.**

20
21 **Section 18.2.1. Step 1.**

22 An employee with a grievance claim will discuss such claim first with the immediate
23 supervisor within thirty (30) calendar days of the occurrence of the incident giving rise to the
24 grievance. The employee may be accompanied by a representative of his/her choice at Steps 1
25 through 4 of the grievance process. Every effort will be made to resolve the grievance claim at
26 this level in an informal manner.
27

28 **Section 18.2.2. Step 2.**

29 If the matter is not resolved to the employee's satisfaction at Step 1, the employee must submit
30 to the immediate supervisor within ten (10) working days a written statement of the grievance
31 containing the following:
32

- 33 1. The facts on which the grievance claim is based.
- 34 2. A reference to the provisions in this Agreement, which have been the allegedly violated.
- 35 3. The remedy sought.
36

37 The immediate supervisor will render a decision within ten (10) working days. If an agreeable
38 disposition is made, all parties to the grievance shall sign it.
39

40 **Section 18.2.3. Step 3.**

41 If the matter is not resolved at Step 2, a written statement of the grievance shall be submitted to
42 the Superintendent or designee within fifteen (15) working days of the employee's receipt of
43 notification of disposition at Step 2. The Superintendent or designee will, within five (5)
44 working days of the receipt of the appeal, meet with the Parties. A decision will be rendered
45 within ten (10) working days after this meeting. If an agreeable disposition is made, all parties
46 to the grievance shall sign it. The grievant, if no settlement has been reached, may election
47 option A or option B to follow.
48

1 **Section 18.2.4. Step 4.**

2
3 **Option A:** If no settlement has been reached within the ten (10) days referred to in the
4 preceding subsection, and the Association believes the grievance to be valid, a written
5 statement of the grievance shall be submitted within fifteen (15) working days to the District
6 Board of Directors. After such submission, the parties will have thirty (30) working days from
7 submission of the written statement of grievance to resolve it by indicating on the statement of
8 grievance the Disposition. If an agreeable disposition is made, all parties to the grievance shall
9 sign it. The Board of Directors reserves the right to summon the employee for an oral statement
10 of the grievance. The employee reserves the right to appear before the Board of Directors to
11 explain the grievance. At any appearance before the Board of Directors, the employee may be
12 accompanied by an Association Representative or designee. The Board of Director’s decision
13 shall be final.

14
15 **Option B:** If no settlement has been reached within the time period referred to in the preceding
16 subsection, and the Association believes the grievance to be valid, the Association may, within
17 ten (10) working days, request binding arbitration of the grievance. The parties will be bound
18 by the rules of the American Arbitration Association except as otherwise agreed. The sections
19 of the Collective Bargaining Agreement alleged to be violated are controlling and will not be
20 expanded during the grievance process unless by mutual consent.

21
22 The decision of the Arbitrator will be submitted to the Board and the Association and will be
23 final and binding. The costs of the arbitrator including any, travel and subsistence expenses,
24 and the cost of any hearing room will be borne equally by the District and the Association.
25 Each party will be responsible for their own cost.

26
27 **Section 18.2.5.**

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

31
32 **ARTICLE XIX**

33
34 **SALARIES**

35
36
37 **Section 19.1.**

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

40
41 **Section 19.2.**

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

44
45 **Section 19.3.**

46 Employees required to drive personal vehicles from one site to another in the course of their regular
47 work will receive mileage allowance at the adopted District rate.

1 **Section 19.4.**

2 All employees shall be paid on a twelve (12) month basis.

3
4 **Section 19.5.**

5 Employees requested to work hours regularly filled by a higher classification shall receive
6 compensation at the higher classification rate of pay based on the fill-in employee's current years of
7 service.

8
9 **Section 19.6.**

10 The Lead mechanic and mechanic helper will be reimbursed, upon providing tool receipts, up to a
11 maximum of five hundred dollars (\$500.00) per year for replacement (broken, stolen, or lost tools not
12 covered by warranty) and the purchase of new tools. The District will replace batteries of cordless
13 power equipment and will not count towards the five hundred dollars (\$500.00) allowance. The
14 transportation director or designee must approve receipts prior to reimbursement. Tools do not include
15 personal clothing or boots.

16
17
18 **ARTICLE XX**

19
20 **SEPARABILITY OF PROVISIONS**

21
22 **Section 20.1.**

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

25
26 **Section 20.2.**

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

29
30
31 **ARTICLE XXI**

32
33 **TERM**

34
35 **Section 21.1.**

36 The term of this Agreement shall be September 1, 2022. to August 31, 2025.

37
38 **Section 21.2.**

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 21.3.**

43 This agreement may be reopened and modified at any time during the term upon mutual consent of the
44 parties in writing and to consider the impact of any legislation enacted following the execution of this
45 Agreement which may arguably affect the terms and conditions herein or create authority to alter
46 personnel practices in public employment. In the event that the legislature appropriates and funds a
47 general cost of living adjustment Implicit Price Deflator (IPD) wage increase for classified employees
48 during the term of this agreement, the parties agree to increase wages on Schedule A at the percentage

1 rate of the IPD. The parties further agree that State amounts for insurance shall be passed through each
2 year of this contract.

3
4 **Section 21.4.**

5 This Agreement shall be governed and construed according to the Constitution and Laws of the State
6 of Washington and the United States. If any provisions of this Agreement or any application of this
7 Agreement to any employee or groups of employees covered hereby shall be found contrary to law,
8 such provision or application shall have effect only to the extent permitted by law, and all other
9 provisions or applications of the Agreement shall continue in full force and effect. In the event a
10 provision is determined to be contrary to law such provision shall be renegotiated.

11
12 **Section 21.5.**

13 The term of this Agreement shall be September 1, 2022 to August 31, 2025. This Contract shall be
14 closed for three (3) years, except as specified in Section 21.3.

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6 **SIGNATURE PAGE**
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10

11
12 PUBLIC SCHOOL EMPLOYEES OF
13 WASHINGTON / SEIU LOCAL 1948
14

15
16
17 SUNNYSIDE CHAPTER

SUNNYSIDE SCHOOL DISTRICT #201

18
19
20
21
22 BY: /e-signature 07-27-22/
23 Tim Wilson, Chapter President

BY: /signed/
Ryan Maxwell, Superintendent

24
25
26 DATE: /e-signature 07-27-22/
27

DATE: 08-01-22

28
29
30 BY: /signed/
31 Kristine Diddens, Executive Director of HR
32

33
34 DATE: 08-01-22
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38

Sunnyside Transportation Schedule A – 2022-2023

1

BUS MECHANICS/DRIVERS

2022-2023 2.0% Per Bargained Agreement + 5.5% IPD	Duty Days	Step 1-Entry Level (1st Year)	Step 2 (1+ Years)	Year 7 Step 2 + Additional \$.35 Longevity	Year 15 Step 2 + Additional \$.70 Longevity	Year 20 Step 2 + Additional \$1.00 Longevity
Lead Mechanic	260	30.75	33.00	33.35	33.70	34.00
Mechanic	260	29.49	30.97	31.32	31.67	31.97
Mechanic Helper	260	27.45	28.95	29.30	29.65	29.95
Bus Driver	190	25.22	26.82	27.17	27.52	27.82
Dispatch Router	200	26.70	28.30	28.65	29.00	29.30
Driver Trainer	190	26.70	28.30	28.65	29.00	29.30
Administrative Assistant	220	25.07	26.42	26.77	27.12	27.42
Secretary/Receptionist +1.0% per Bargained Agreement	195	21.71	23.12	23.47	23.82	24.12
2022-2023 2.0 % Per Bargained Agreement + 5.5% IPD New Step 2	Duty Day	Step 1-Entry Level (1st Year)	Step 2 (1+ Years)	Year 7 Step 2 + Additional \$.35 Longevity	Year 15 Step 2 + Additional \$.70 Longevity	Year 20 Step 2 + Additional \$1.00 Longevity
Bus Assistant (Bus Assistant, Flex Bus Assistant)	183	17.23	18.28	18.63	18.98	19.28

2023-2024 2.0% Per Bargained Agreement + IPD	Duty Days	Step 1-Entry Level (1st Year)	Step 2 (1+ Years)	Year 7 Step 2 + Additional \$.35 Longevity	Year 15 Step 2 + Additional \$.70 Longevity	Year 20 Step 2 + Additional \$1.00 Longevity
--	-----------	----------------------------------	----------------------	--	---	--

**Salary schedule will be created after State approves Implicit Price Deflator (IPD).*

2024-2025 2.0% Per Bargained Agreement + IPD	Duty Days	Step 1-Entry Level (1st Year)	Step 2 (1+ Years)	Year 7 Step 2 + Additional \$.35 Longevity	Year 15 Step 2 + Additional \$.70 Longevity	Year 20 Step 2 + Additional \$1.00 Longevity
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**Salary schedule will be created after State approves Implicit Price Deflator (IPD).*

**To be eligible to advance to Step 2, employees must have a seniority date prior to January 1.*

1
2
3 **LETTER OF AGREEMENT**

4 THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT
5 BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948,
6 SUNNYSIDE TRANSPORTATION CHAPTER, AND THE SUNNYSIDE SCHOOL DISTRICT #201
7 PURSUANT TO ARTICLE I, & VI SECTION 1.3.1, 6.3.2, 6.8, 6.10 OF THE CURRENT
8 COLLECTIVE BARGAINING AGREEMENT.

9 The parties agree that for the 2022-2023 school year only Sections 1.3.1. Definitions, 6.3.2. New and
10 Open Route Postings, 6.8. Assignments, and 6.10. Extended Leave Bidding will be modified to read as
11 the following and is agreed upon by the signing parties.

12
13 Shall the parties agree to continue with the additional language modifications for those Sections. The
14 parties will reconvene no later than May 31, 2023, to discuss the bold language in each section and
15 possibly extending this LOA or modifying it.

16
17 **Section 1.3.1. Definitions.**

- 18 4. Driver - CDL License/First Aid/Current Physical/S Endorsement – is responsible for transporting
19 district students on routes and extracurricular trips.
- 20
21 5. Substitute Classified Employee – is one who is employed sporadically to fill a position of a full
22 time, regular, or temporary classified employee in an existing position. The substitute employee
23 will not receive benefits except those defined in Section 1.4.1.
- 24
25 6. Temporary (Replacement) Classified Employee – is one who is employed for at least sixty (60)
26 consecutive days. Temporary employees shall be placed on Step I of Schedule A (except those
27 grandfathered substitutes hired prior to 9/1/00). All rights and benefits, including seniority, shall be
28 applied to the temporary employee on the 61st day as long as they remain in the temporary
29 assignment. All time spent as a temporary employee shall count towards the completion of the
30 probationary period should they be hired by the District as a regular employee.

31
32 **Bid meeting: Special meeting called to reassign routes mid-year when there is a vacancy due to:**

- 33 **a. A route vacated by a driver or bus assistant.**
- 34
35 **b. Extended leave greater than thirty (30) days by a driver or bus assistant.**
- 36
37 **c. Increase in route time by thirty-one (31) minutes or more.**

38
39 **Only contracted drivers and bus assistants can participate in a bid meeting. Procedure for bid**
40 **meeting is as follows:**

41 **Step 1: An announcement of a vacancy will be made via email within two (2) workdays of**
42 **the vacancy being declared. The route will be immediately posted for inhouse use only**
43 **with a three (3) day notice of assembly to include a date, time, and location of group**
44 **assembly. If a driver/bus assistant is assigned to work during the time of the meeting,**
45 **he/she can identify, in writing, a proxy to represent him/her or submit a letter of interest**
46 **to the supervisor twenty-four (24) hours before the bid meeting.**

1 **Step 2: The most senior driver/bus assistant will be awarded the open route. The route**
2 **left vacant will be filled by the next interested senior employee. This process will continue**
3 **until all vacant routes are filled or no other employees are interested in filling the vacant**
4 **positions. Any routes left vacant will then be posted.**

5
6 **Section 6.3.2. New and Open Route Postings.**

7 New or open routes or any additional time (excluding extra trips) of more than one (1) hour shall be
8 posted in house for a period of three (3) days and awarded to the most senior available driver who signs
9 up and will not go into overtime. If no in-house driver signs up, then it will be posted for a period of five
10 (5) days for outside applicants/drivers. Available time is defined in this section as having no other
11 assignment during the period of time as posted.

12
13 Any mid-day routes that come available during the year will be posted in house as Bus Assistant
14 positions ONLY for a period of three (3) days. If no in-house Bus Assistants sign up, then it will be
15 posted for a period of five (5) days for outside applicants/drivers.

16
17 **Bid meeting: Special meeting called to reassign routes mid-year when there is a vacancy due to:**

- 18 **a. A route vacated by a driver or bus assistant.**
19
20 **b. Extended leave greater than thirty (30) days by a driver or bus assistant.**
21
22 **c. Increase in route time by thirty-one (31) minutes or more.**
23

24 **Only contracted drivers and bus assistants can participate in a bid meeting. Procedure for bid**
25 **meeting is as follows:**

26 **Step 1: An announcement of a vacancy will be made via email within two (2) workdays of**
27 **the vacancy being declared. The route will be immediately posted for inhouse use only**
28 **with a three (3) day notice of assembly to include a date, time, and location of group**
29 **assembly. If a driver/bus assistant is assigned to work during the time of the meeting,**
30 **he/she can identify, in writing, a proxy to represent him/her or submit a letter of interest**
31 **to the supervisor twenty-four (24) hours before the bid meeting.**

32
33 **Step 2: The most senior driver/bus assistant will be awarded the open route. The route**
34 **left vacant will be filled by the next interested senior employee. This process will continue**
35 **until all vacant routes are filled or no other employees are interested in filling the vacant**
36 **positions. Any routes left vacant will then be posted.**
37

38 **Section 6.8. Assignments.**

39 Assignments shall be established by the District in relation to bus routes and time requisite to fulfilling
40 tasks assigned by the Supervisor of Transportation; provided, however, that no assignment shall
41 consist of less than one (1) hour.

- 42
43 1. Adjustments to routes will be made and bid annually in September.
44
45 2. Mid-day and after school routes shall be bid routes by seniority at the annual bid fair. New and
46 vacated routes will be posted during the school year. Mid-day routes will be actual drive time.
47 After school routes will be sixty (60) minute guaranteed time, actual time beyond the sixty (60)
48 minutes will be extra time for pay purposes.

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- 3. If there is thirty (30) minutes or less layover time between assignments, the employee's shift shall continue uninterrupted.
- 4. During a layover the employee may be assigned available work such as a drop and return at the direction of dispatch without additional compensation if the assigned work falls within layover time.
- 5. Shifts will be adjusted by the transportation supervisor or designee whenever changes occur in routes, driving times or regular duties assigned.
- 6. The parties agree that adjustments of one half (0.5) hour or less shall be discussed with the Association prior to implementation, except in an emergency, the Association shall be notified in a timely manner.
- 7. Assignment increases in duration of thirty-one (31) minutes or more shall be posted according to this section. This process will be defined as a bid meeting. Only contracted drivers can participate in the bid meeting for driver routes and bus assistant routes.

Step I: The position will be posted with a three (3) day notice of assembly to include a date, time and location of the group assembly. If a Driver/Bus Assistant is assigned to work during the time of the bid meeting they can submit a letter of interest to the supervisor. (Twenty-four (24) hours before the Bid meeting)

Step II: The most senior Driver/Bus Assistant will be awarded the open position. The position left vacant will be filled by the next senior employee. This process will continue until all positions are filled or there is no one else interested in filling the vacant position. The position left vacant will then be posted.

- 8. If an extra trip should be cancelled without notice to the obligated Driver/Bus Assistant of no less than four (4) hours prior to the departure time, such Driver/Bus Assistant shall be paid in accordance with Section 6.14.
- 9. All information concerning the routes will be given to the Drivers and Bus Assistants at least one (1) week, five (5) workdays prior to the annual bid. Drivers and bus assistants will be informed of any adjustments made during those five (5) days.

The District will provide bus assistants with training necessary to perform their duties. In the event there is a Bus Assistant on a special education route, additional training will be provided at District expense. Only Bus Assistants with appropriate training will be assigned to special education routes/trips.

- Bid meeting: Special meeting called to reassign routes mid-year when there is a vacancy due to:**
- a. A route vacated by a driver or bus assistant.**
 - b. Extended leave greater than thirty (30) days by a driver or bus assistant.**
 - c. Increase in route time by thirty-one (31) minutes or more.**



1
2 **Only contracted drivers and bus assistants can participate in a bid meeting. Procedure for bid**
3 **meeting is as follows:**

4 **Step 1: An announcement of a vacancy will be made via email within two (2) workdays of**
5 **the vacancy being declared. The route will be immediately posted for inhouse use only**
6 **with a three (3) day notice of assembly to include a date, time, and location of group**
7 **assembly. If a driver/bus assistant is assigned to work during the time of the meeting,**
8 **he/she can identify, in writing, a proxy to represent him/her or submit a letter of interest**
9 **to the supervisor twenty-four (24) hours before the bid meeting.**

10
11 **Step 2: The most senior driver/bus assistant will be awarded the open route. The route**
12 **left vacant will be filled by the next interested senior employee. This process will continue**
13 **until all vacant routes are filled or no other employees are interested in filling the vacant**
14 **positions. Any routes left vacant will then be posted.**

15
16 **Section 6.10. Extended Leave Bidding.**

17 When an employee is anticipated to be on sick leave for longer than twelve (12) weeks, the vacated
18 assignment A.M./P.M. shall be posted for temporary bid for a period of three (3) days during the regular
19 school year and for five (5) days during summer months. Any assignment vacated as a result of this bid
20 shall be posted for bid and the procedure repeated until all assignments are filled. Upon return of the
21 regular employee, whose vacated assignment initiated the bid, all additional shift time assignments revert
22 to the original employee. When an employee is anticipated to be away from work for a minimum of two
23 (2) weeks, but less than twelve (12) weeks, the vacated assignment A.M./P.M., shall be posted for
24 temporary bid for a period of three (3) days. Any assignment vacated, as a result of this bid shall be
25 posted for bid. Any assignment vacated as a result of the previous bid shall be assigned to a substitute
26 driver. Upon return of the regular employee, whose vacated assignment initiated the bid, all additional
27 shift time assignments revert to the original employee.

28
29 **Bid meeting: Special meeting called to reassign routes mid-year when there is a vacancy due to:**

- 30 **a. A route vacated by a driver or bus assistant.**
31
32 **b. Extended leave greater than thirty (30) days by a driver or bus assistant.**
33
34 **c. Increase in route time by thirty-one (31) minutes or more.**
35

36 **Only contracted drivers and bus assistants can participate in a bid meeting. Procedure for bid**
37 **meeting is as follows:**

38 **Step 1: An announcement of a vacancy will be made via email within two (2) workdays of**
39 **the vacancy being declared. The route will be immediately posted for inhouse use only**
40 **with a three (3) day notice of assembly to include a date, time, and location of group**
41 **assembly. If a driver/bus assistant is assigned to work during the time of the meeting,**
42 **he/she can identify, in writing, a proxy to represent him/her or submit a letter of interest**
43 **to the supervisor twenty-four (24) hours before the bid meeting.**

44
45 **Step 2: The most senior driver/bus assistant will be awarded the open route. The route**
46 **left vacant will be filled by the next interested senior employee. This process will continue**
47 **until all vacant routes are filled or no other employees are interested in filling the vacant**
48 **positions. Any routes left vacant will then be posted.**

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

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

SUNNYSIDE CHAPTER

SUNNYSIDE SCHOOL DISTRICT #201

BY: /e-signature 07-27-22/
Tim Wilson, Chapter President

BY: /signed/
Ryan Maxwell, Superintendent

DATE: /e-signature 07-27-22/

DATE: 08-01-22

BY: /signed/
Kristine Diddens, Executive Director of HR

DATE: 08-01-22



LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, SUNNYSIDE TRANSPORTATION CHAPTER, AND THE SUNNYSIDE SCHOOL DISTRICT #201 PURSUANT TO ARTICLE I, & VI SECTION 1.3.1, 6.3.2, 6.8, 6.10 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree that for the 2023-2025 school years, only Sections 1.3.1. Definitions, 6.3.2. New and Open Route Postings, 6.8. Assignments, and 6.10. Extended Leave Bidding will be modified to read as the following and is agreed upon by the signing parties.

Section 1.3.1. Definitions.

1. Driver - CDL License/First Aid/Current Physical/S Endorsement – is responsible for transporting district students on routes and extracurricular trips.
2. Substitute Classified Employee – is one who is employed sporadically to fill a position of a full time, regular, or temporary classified employee in an existing position. The substitute employee will not receive benefits except those defined in Section 1.4.1.
3. Temporary (Replacement) Classified Employee – is one who is employed for at least sixty (60) consecutive days. Temporary employees shall be placed on Step I of Schedule A (except those grandfathered substitutes hired prior to 9/1/00). All rights and benefits, including seniority, shall be applied to the temporary employee on the 61st day as long as they remain in the temporary assignment. All time spent as a temporary employee shall count towards the completion of the probationary period should they be hired by the District as a regular employee.

Bid meeting: Special meeting called to reassign routes mid-year when there is a vacancy due to:

- a. **A route vacated by a driver or bus assistant.**
- b. **Extended leave greater than thirty (30) days by a driver or bus assistant.**
- c. **Increase in-route time by thirty-one (31) minutes or more.**

Only contracted drivers and bus assistants can participate in a bid meeting. Procedure for bid meeting is as follows:

Step 1: An announcement of a vacancy will be made via email within two (2) workdays of the vacancy being declared. The route will be immediately posted for in-house use only with a three (3)-day notice of assembly to include a date, time, and location of group assembly. If a driver/bus assistant is assigned to work during the time of the meeting, he/she can identify, in writing, a proxy to represent him/her or submit a letter of interest to the supervisor twenty-four (24) hours before the bid meeting.

Step 2: The most senior driver/bus assistant will be awarded the open route. The route left vacant will be filled by the next interested senior employee. This process will continue

1 **until all vacant routes are filled or no other employees are interested in filling the vacant**
2 **positions. Any routes left vacant will then be posted.**

3
4 **Section 6.3.2. New and Open Route Postings.**

5 New or open routes or any additional time (excluding extra trips) of more than one (1) hour shall be
6 posted in house for a period of three (3) days and awarded to the most senior available driver who signs
7 up and will not go into overtime. If no in-house driver signs up, then it will be posted for a period of five
8 (5) days for outside applicants/drivers. Available time is defined in this section as having no other
9 assignment during the period of time as posted.

10
11 Any mid-day routes that come available during the year will be posted in house as Bus Assistant
12 positions ONLY for a period of three (3) days. If no in-house Bus Assistants sign up, then it will be
13 posted for a period of five (5) days for outside applicants/drivers.

14
15 **Bid meeting: Special meeting called to reassign routes mid-year when there is a vacancy due to:**

- 16
17 **a. A route vacated by a driver or bus assistant.**
18
19 **b. Extended leave greater than thirty (30) days by a driver or bus assistant.**
20
21 **c. Increase in-route time by thirty-one (31) minutes or more.**

22
23 **Only contracted drivers and bus assistants can participate in a bid meeting. Procedure for bid**
24 **meeting is as follows:**

25
26 **Step 1: An announcement of a vacancy will be made via email within two (2) workdays of**
27 **the vacancy being declared. The route will be immediately posted for in-house use only**
28 **with a three (3)-day notice of assembly to include a date, time, and location of group**
29 **assembly. If a driver/bus assistant is assigned to work during the time of the meeting,**
30 **he/she can identify, in writing, a proxy to represent him/her or submit a letter of interest**
31 **to the supervisor twenty-four (24) hours before the bid meeting.**

32
33 **Step 2: The most senior driver/bus assistant will be awarded the open route. The route**
34 **left vacant will be filled by the next interested senior employee. This process will continue**
35 **until all vacant routes are filled or no other employees are interested in filling the vacant**
36 **positions. Any routes left vacant will then be posted.**

37
38 **Section 6.8. Assignments.**

39 Assignments shall be established by the District in relation to bus routes and time requisite to fulfilling
40 tasks assigned by the Supervisor of Transportation; provided, however, that no assignment shall
41 consist of less than one (1) hour.

- 42
43 1. Adjustments to routes will be made and bid annually in September.
44
45 2. Mid-day and after school routes shall be bid routes by seniority at the annual bid fair. New and
46 vacated routes will be posted during the school year. Mid-day routes will be actual drive time.
47 After school routes will be sixty (60) minute guaranteed time, actual time beyond the sixty (60)
48 minutes will be extra time for pay purposes.

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- 3. If there is thirty (30) minutes or less layover time between assignments, the employee's shift shall continue uninterrupted.
- 4. During a layover, the employee may be assigned available work such as a drop and return at the direction of dispatch without additional compensation if the assigned work falls within layover time.
- 5. Shifts will be adjusted by the transportation supervisor or designee whenever changes occur in routes, driving times or regular duties assigned.
- 6. The parties agree that adjustments of one-half (0.5) hour or less shall be discussed with the Association prior to implementation, except in an emergency, the Association shall be notified in a timely manner.
- 7. Assignment increases in duration of thirty-one (31) minutes or more shall be posted according to this section. This process will be defined as a bid meeting. Only contracted drivers can participate in the bid meeting for driver routes and bus assistant routes.

Step I: The position will be posted with a three (3)-day notice of assembly to include a date, time, and location of the group assembly. If a Driver/Bus Assistant is assigned to work during the time of the bid meeting they can submit a letter of interest to the supervisor. (Twenty-four [24] hours before the Bid meeting)

Step II: The most senior Driver/Bus Assistant will be awarded the open position. The position left vacant will be filled by the next senior employee. This process will continue until all positions are filled or there is no one else interested in filling the vacant position. The position left vacant will then be posted.

- 8. If an extra trip should be cancelled without notice to the obligated Driver/Bus Assistant of no less than four (4) hours prior to the departure time, such Driver/Bus Assistant shall be paid in accordance with Section 6.14.
- 9. All information concerning the routes will be given to the Drivers and Bus Assistants at least one (1) week, five (5) workdays prior to the annual bid. Drivers and bus assistants will be informed of any adjustments made during those five (5) days.

The District will provide bus assistants with training necessary to perform their duties. In the event there is a Bus Assistant on a special education route, additional training will be provided at District expense. Only Bus Assistants with appropriate training will be assigned to special education routes/trips.

Bid meeting: Special meeting called to reassign routes mid-year when there is a vacancy due to:

- a. A route vacated by a driver or bus assistant.
- b. Extended leave greater than thirty (30) days by a driver or bus assistant.



1 **c. Increase in-route time by thirty-one (31) minutes or more.**

2
3 **Only contracted drivers and bus assistants can participate in a bid meeting. Procedure for bid**
4 **meeting is as follows:**

5
6 **Step 1: An announcement of a vacancy will be made via email within two (2) workdays of**
7 **the vacancy being declared. The route will be immediately posted for in-house use only**
8 **with a three (3)-day notice of assembly to include a date, time, and location of group**
9 **assembly. If a driver/bus assistant is assigned to work during the time of the meeting,**
10 **he/she can identify, in writing, a proxy to represent him/her or submit a letter of interest**
11 **to the supervisor twenty-four (24) hours before the bid meeting.**

12
13 **Step 2: The most senior driver/bus assistant will be awarded the open route. The route**
14 **left vacant will be filled by the next interested senior employee. This process will continue**
15 **until all vacant routes are filled or no other employees are interested in filling the vacant**
16 **positions. Any routes left vacant will then be posted.**

17
18 **Section 6.10. Extended Leave Bidding.**

19 When an employee is anticipated to be on sick leave for longer than twelve (12) weeks, the vacated
20 assignment A.M./P.M. shall be posted for temporary bid for a period of three (3) days during the regular
21 school year and for five (5) days during summer months. Any assignment vacated as a result of this bid
22 shall be posted for bid and the procedure repeated until all assignments are filled. Upon return of the
23 regular employee whose vacated assignment initiated the bid, all additional shift time assignments revert
24 to the original employee. When an employee is anticipated to be away from work for a minimum of two
25 (2) weeks but less than twelve (12) weeks, the vacated assignment A.M./P.M., shall be posted for
26 temporary bid for a period of three (3) days. Any assignment vacated as a result of this bid shall be
27 posted for bid. Any assignment vacated as a result of the previous bid shall be assigned to a substitute
28 driver. Upon return of the regular employee whose vacated assignment initiated the bid, all additional
29 shift time assignments revert to the original employee.

30
31 **Bid meeting: Special meeting called to reassign routes mid-year when there is a vacancy due to:**

- 32
33 **a. A route vacated by a driver or bus assistant.**
34
35 **b. Extended leave greater than thirty (30) days by a driver or bus assistant.**
36
37 **c. Increase in-route time by thirty-one (31) minutes or more.**

38
39 **Only contracted drivers and bus assistants can participate in a bid meeting. Procedure for bid**
40 **meeting is as follows:**

41
42 **Step 1: An announcement of a vacancy will be made via email within two (2) workdays of**
43 **the vacancy being declared. The route will be immediately posted for in-house use only**
44 **with a three (3)-day notice of assembly to include a date, time, and location of group**
45 **assembly. If a driver/bus assistant is assigned to work during the time of the meeting,**
46 **he/she can identify, in writing, a proxy to represent him/her or submit a letter of interest**
47 **to the supervisor twenty-four (24) hours before the bid meeting.**

1 **Step 2: The most senior driver/bus assistant will be awarded the open route. The route**
2 **left vacant will be filled by the next interested senior employee. This process will continue**
3 **until all vacant routes are filled or no other employees are interested in filling the vacant**
4 **positions. Any routes left vacant will then be posted.**
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9 This Letter of Agreement shall be effective September 1, 2023, shall remain in effect until August 31,
10 2025, and shall be attached to the current Collective Bargaining Agreement.
11

12
13 PUBLIC SCHOOL EMPLOYEES OF
14 WASHINGTON / SEIU LOCAL 1948

15
16 SUNNYSIDE TRANSPORTATION
17 CHAPTER

SUNNYSIDE SCHOOL DISTRICT #201

18
19 BY: */E-signed by James Partch/*
20 James Partch, Chapter President

BY: */E-signed by Ryan Maxwell/*
Ryan Maxwell, Superintendent

21
22 DATE: */July 10, 2023/*
23

DATE: */July 10, 2023/*

24
25 BY: */E-signed by Kristine Diddens/*
26 Kristine Diddens,
27 Executive Director of Human Resources

28
29 DATE: */June 28, 2023/*
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1 **LETTER OF AGREEMENT**

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3 THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING
4 AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL
5 1948, SUNNYSIDE TRANSPORTATION CHAPTER, AND THE SUNNYSIDE SCHOOL
6 DISTRICT #201 PURSUANT TO ARTICLE XXI, SECTION 21.3 OF THE CURRENT
7 COLLECTIVE BARGAINING AGREEMENT.

8
9 The parties agree to the following:

10
11
12 The parties agree to the attached Schedule A for the 2023-2024 school year:
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17

18 This Letter of Agreement shall be effective September 1, 2023, and shall be attached to the current
19 Collective Bargaining Agreement.
20

21 PUBLIC SCHOOL EMPLOYEES OF
22 WASHINGTON / SEIU LOCAL 1948

23
24 SUNNYSIDE TRANSPORTATION
25 CHAPTER

SUNNYSIDE SCHOOL DISTRICT #201

26
27 BY: /signed by James Partch/
28 James Partch, Chapter President

29
30 BY: /signed by Ryan Maxwell/
31 Ryan Maxwell, Superintendent

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DATE: Sep 20, 2023

DATE: Sep 13, 2023



BUS MECHANICS/DRIVERS

2023-2024 2.0% Per Bargained Agreement + 3.7% IPD	Duty Days	Step 1-Entry Level (1st Year)	Step 2 (1+ Years)	Year 7 Step 2 + Additional \$.35 Longevity	Year 15 Step 2 + Additional \$.70 Longevity	Year 20 Step 2 + Additional \$1.00 Longevity
	Lead Mechanic	260	32.53	34.91	35.26	35.61
Mechanic	260	31.19	32.76	33.11	33.46	33.76
Mechanic Helper	260	29.03	30.62	30.97	31.32	31.62
Bus Driver	190	26.68	28.37	28.72	29.07	29.37
Dispatch Router	200	28.24	29.93	30.28	30.63	30.93
Driver Trainer	190	28.24	29.93	30.28	30.63	30.93
Administrative Assistant	220	26.52	27.95	28.30	28.65	28.95
Secretary/Receptionist	195	22.96	24.45	24.80	25.15	25.45
2023-2024 2.0% Per Bargained Agreement + 3.7% IPD						
	Duty Day	Step 1-Entry Level (1st Year)	Step 2 (1+ Years)	Year 7 Step 2 + Additional \$.35 Longevity	Year 15 Step 2 + Additional \$.70 Longevity	Year 20 Step 2 + Additional \$1.00 Longevity
Bus Assistant (Bus Assistant, Flex Bus Assistant)	183	18.22	19.34	19.69	20.04	20.34

*To be eligible to advance to Step 2, employees must have a seniority date prior to January 1.

2024-2025 2.0% Per Bargained Agreement + IPD	Duty Days	Step 1-Entry Level (1st Year)	Step 2 (1+ Years)	Year 7 Step 2 + Additional \$.35 Longevity	Year 15 Step 2 + Additional \$.70 Longevity	Year 20 Step 2 + Additional \$1.00 Longevity

*Salary schedule will be created after State approves Implicit Price Deflator (IPD).

*To be eligible to advance to Step 2, employees must have a seniority date prior to January 1.

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 SUNNYSIDE TRANSPORTATION CHAPTER AND THE SUNNYSIDE SCHOOL DISTRICT # 201
6 PURSUANT TO ARTICLE VI, SECTION 6.8.1. OF THE CURRENT COLLECTIVE BARGAINING
7 AGREEMENT.
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13 The parties agree to the following:

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16 In the absence of the certified, District-qualified, Union Driver-Trainer, Scott Gentry or Roy Ancisco
17 may complete the classroom training and supervise the driving portion training until the return of the
18 certified Union Driver Trainer returns. This is not a precedent setting for any future similar situations.
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32 This Memorandum of Understanding shall become effective beginning upon signature of both parties,
33 shall remain in effect until November 1, 2023, and shall be attached to the current Collective Bargaining
34 Agreement.
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37

38 PUBLIC SCHOOL EMPLOYEES OF
39 WASHINGTON / SEIU LOCAL 1948

40
41 SUNNYSIDE TRANSPORTATION
42 CHAPTER

SUNNYSIDE SCHOOL DISTRICT #201

43
44 BY: */signed by James Partch/*
45 James Partch, Chapter President

46 BY: */signed by Ryan Maxwell/*
47 Ryan Maxwell, Superintendent

48
DATE: *Sep 20, 2023*

DATE: *Sep 20, 2023*



LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, SUNNYSIDE TRANSPORTATION CHAPTER, AND THE SUNNYSIDE SCHOOL DISTRICT #201 PURSUANT TO ARTICLE I, & VI SECTION 1.3.1, 6.3.2, 6.8, 6.10 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree that for the 2023-2025 school years, only Sections 1.3.1. Definitions, 6.3.2. New and Open Route Postings, 6.8. Assignments, and 6.10. Extended Leave Bidding will be modified to read as the following and is agreed upon by the signing parties.

Section 1.3.1. Definitions.

1. Driver - CDL License/First Aid/Current Physical/S Endorsement – is responsible for transporting district students on routes and extracurricular trips.
2. Substitute Classified Employee – is one who is employed sporadically to fill a position of a full time, regular, or temporary classified employee in an existing position. The substitute employee will not receive benefits except those defined in Section 1.4.1.
3. Temporary (Replacement) Classified Employee – is one who is employed for at least sixty (60) consecutive days. Temporary employees shall be placed on Step I of Schedule A (except those grandfathered substitutes hired prior to 9/1/00). All rights and benefits, including seniority, shall be applied to the temporary employee on the 61st day as long as they remain in the temporary assignment. All time spent as a temporary employee shall count towards the completion of the probationary period should they be hired by the District as a regular employee.

Bid meeting: Special meeting called to reassign routes mid-year when there is a vacancy due to:

- a. **A route vacated by a driver or bus assistant.**
- b. **Extended leave greater than thirty (30) days by a driver or bus assistant.**
- c. **Increase in-route time by thirty-one (31) minutes or more.**
- d. **Current employees must use the bid process. Vacant routes shall be posted for outside applicants only. (Updated 10/18/23)**

Only contracted drivers and bus assistants can participate in a bid meeting. Procedure for bid meeting is as follows:

Step 1: An announcement of a vacancy will be made via email within two (2) workdays of the vacancy being declared. The route will be immediately posted for in-house use only with a three (3)-day notice of assembly to include a date, time, and location of group assembly. If a driver/bus assistant is assigned to work during the time of the meeting, he/she can identify, in writing, a proxy to represent him/her or submit a letter of interest to the supervisor twenty-four (24) hours before the bid meeting.

1
2 **Step 2: The most senior driver/bus assistant will be awarded the open route. The route**
3 **left vacant will be filled by the next interested senior employee. This process will continue**
4 **until all vacant routes are filled or no other employees are interested in filling the vacant**
5 **positions. Any routes left vacant will then be posted.**

6
7 **Section 6.3.2. New and Open Route Postings.**

8 New or open routes or any additional time (excluding extra trips) of more than one (1) hour shall be
9 posted in house for a period of three (3) days and awarded to the most senior available driver who signs
10 up and will not go into overtime. If no in-house driver signs up, then it will be posted for a period of five
11 (5) days for outside applicants/drivers. Available time is defined in this section as having no other
12 assignment during the period of time as posted.

13
14 Any mid-day routes that come available during the year will be posted in house as Bus Assistant
15 positions ONLY for a period of three (3) days. If no in-house Bus Assistants sign up, then it will be
16 posted for a period of five (5) days for outside applicants/drivers.

17
18 **Bid meeting: Special meeting called to reassign routes mid-year when there is a vacancy due to:**

- 19
20 **a. A route vacated by a driver or bus assistant.**
21
22 **b. Extended leave greater than thirty (30) days by a driver or bus assistant.**
23
24 **c. Increase in-route time by thirty-one (31) minutes or more.**

25
26 **Only contracted drivers and bus assistants can participate in a bid meeting. Procedure for bid**
27 **meeting is as follows:**

28
29 **Step 1: An announcement of a vacancy will be made via email within two (2) workdays of**
30 **the vacancy being declared. The route will be immediately posted for in-house use only**
31 **with a three (3)-day notice of assembly to include a date, time, and location of group**
32 **assembly. If a driver/bus assistant is assigned to work during the time of the meeting,**
33 **he/she can identify, in writing, a proxy to represent him/her or submit a letter of interest**
34 **to the supervisor twenty-four (24) hours before the bid meeting.**

35
36 **Step 2: The most senior driver/bus assistant will be awarded the open route. The route**
37 **left vacant will be filled by the next interested senior employee. This process will continue**
38 **until all vacant routes are filled or no other employees are interested in filling the vacant**
39 **positions. Any routes left vacant will then be posted.**

40
41 **Section 6.8. Assignments.**

42 Assignments shall be established by the District in relation to bus routes and time requisite to fulfilling
43 tasks assigned by the Supervisor of Transportation; provided, however, that no assignment shall
44 consist of less than one (1) hour.

- 45
46 1. Adjustments to routes will be made and bid annually in September.
47
48 2. Mid-day and after school routes shall be bid routes by seniority at the annual bid fair. New and

1 vacated routes will be posted during the school year. Mid-day routes will be actual drive time.
2 After school routes will be sixty (60) minute guaranteed time, actual time beyond the sixty (60)
3 minutes will be extra time for pay purposes.
4

- 5 3. If there is thirty (30) minutes or less layover time between assignments, the employee's shift shall
6 continue uninterrupted.
7
- 8 4. During a layover, the employee may be assigned available work such as a drop and return at the
9 direction of dispatch without additional compensation if the assigned work falls within layover
10 time.
11
- 12 5. Shifts will be adjusted by the transportation supervisor or designee whenever changes occur in
13 routes, driving times or regular duties assigned.
14
- 15 6. The parties agree that adjustments of one-half (0.5) hour or less shall be discussed with the
16 Association prior to implementation, except in an emergency, the Association shall be notified in a
17 timely manner.
18
- 19 7. Assignment increases in duration of thirty-one (31) minutes or more shall be posted according to
20 this section. This process will be defined as a bid meeting. Only contracted drivers can participate
21 in the bid meeting for driver routes and bus assistant routes.
22

23 **Step I:** The position will be posted with a three (3)-day notice of assembly to include a date,
24 time, and location of the group assembly. If a Driver/Bus Assistant is assigned to work during
25 the time of the bid meeting they can submit a letter of interest to the supervisor. (Twenty-four
26 [24] hours before the Bid meeting)
27

28 **Step II:** The most senior Driver/Bus Assistant will be awarded the open position. The position
29 left vacant will be filled by the next senior employee. This process will continue until all
30 positions are filled or there is no one else interested in filling the vacant position. The position
31 left vacant will then be posted.
32

- 33 8. If an extra trip should be cancelled without notice to the obligated Driver/Bus Assistant of no less
34 than four (4) hours prior to the departure time, such Driver/Bus Assistant shall be paid in
35 accordance with Section 6.14.
36
- 37 9. All information concerning the routes will be given to the Drivers and Bus Assistants at least one
38 (1) week, five (5) workdays prior to the annual bid. Drivers and bus assistants will be informed of
39 any adjustments made during those five (5) days.
40

41 The District will provide bus assistants with training necessary to perform their duties. In the event
42 there is a Bus Assistant on a special education route, additional training will be provided at District
43 expense. Only Bus Assistants with appropriate training will be assigned to special education
44 routes/trips.
45

46 **Bid meeting: Special meeting called to reassign routes mid-year when there is a vacancy due to:**
47

- 48 **a. A route vacated by a driver or bus assistant.**

- b. **Extended leave greater than thirty (30) days by a driver or bus assistant.**
- c. **Increase in-route time by thirty-one (31) minutes or more.**

Only contracted drivers and bus assistants can participate in a bid meeting. Procedure for bid meeting is as follows:

Step 1: An announcement of a vacancy will be made via email within two (2) workdays of the vacancy being declared. The route will be immediately posted for in-house use only with a three (3)-day notice of assembly to include a date, time, and location of group assembly. If a driver/bus assistant is assigned to work during the time of the meeting, he/she can identify, in writing, a proxy to represent him/her or submit a letter of interest to the supervisor twenty-four (24) hours before the bid meeting.

Step 2: The most senior driver/bus assistant will be awarded the open route. The route left vacant will be filled by the next interested senior employee. This process will continue until all vacant routes are filled or no other employees are interested in filling the vacant positions. Any routes left vacant will then be posted.

Section 6.10. Extended Leave Bidding.

When an employee is anticipated to be on sick leave for longer than twelve (12) weeks, the vacated assignment A.M./P.M. shall be posted for temporary bid for a period of three (3) days during the regular school year and for five (5) days during summer months. Any assignment vacated as a result of this bid shall be posted for bid and the procedure repeated until all assignments are filled. Upon return of the regular employee whose vacated assignment initiated the bid, all additional shift time assignments revert to the original employee. When an employee is anticipated to be away from work for a minimum of two (2) weeks but less than twelve (12) weeks, the vacated assignment A.M./P.M., shall be posted for temporary bid for a period of three (3) days. Any assignment vacated as a result of this bid shall be posted for bid. Any assignment vacated as a result of the previous bid shall be assigned to a substitute driver. Upon return of the regular employee whose vacated assignment initiated the bid, all additional shift time assignments revert to the original employee.

Bid meeting: Special meeting called to reassign routes mid-year when there is a vacancy due to:

- a. **A route vacated by a driver or bus assistant.**
- b. **Extended leave greater than thirty (30) days by a driver or bus assistant.**
- c. **Increase in-route time by thirty-one (31) minutes or more.**

Only contracted drivers and bus assistants can participate in a bid meeting. Procedure for bid meeting is as follows:

Step 1: An announcement of a vacancy will be made via email within two (2) workdays of the vacancy being declared. The route will be immediately posted for in-house use only with a three (3)-day notice of assembly to include a date, time, and location of group assembly. If a driver/bus assistant is assigned to work during the time of the meeting,



1 **he/she can identify, in writing, a proxy to represent him/her or submit a letter of interest**
2 **to the supervisor twenty-four (24) hours before the bid meeting.**

3
4 **Step 2: The most senior driver/bus assistant will be awarded the open route. The route**
5 **left vacant will be filled by the next interested senior employee. This process will continue**
6 **until all vacant routes are filled or no other employees are interested in filling the vacant**
7 **positions. Any routes left vacant will then be posted.**

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12 This Letter of Agreement shall be effective September 1, 2023, shall remain in effect until August 31,
13 2025, and shall be attached to the current Collective Bargaining Agreement.

14
15
16 PUBLIC SCHOOL EMPLOYEES OF
17 WASHINGTON / SEIU LOCAL 1948

18
19 SUNNYSIDE TRANSPORTATION
20 CHAPTER

21
22 BY: */E-signed by James Partch/*
23 James Partch, Chapter President

24
25 DATE: */July 10, 2023/ updated 10/18/23*

26
27
28 SUNNYSIDE SCHOOL DISTRICT #201

29 BY: */E-signed by Ryan Maxwell/*
30 Ryan Maxwell, Superintendent

31
32 DATE: */July 10, 2023/ updated 10/18/23*

33
34
35 BY: */E-signed by Kristine Diddens/*
36 Kristine Diddens,
37 Executive Director of Human Resources

38
39
40 DATE: */June 28, 2023/ updated 10/18/23*

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, SUNNYSIDE TRANSPORTATION CHAPTER, AND THE SUNNYSIDE SCHOOL DISTRICT #201 PURSUANT TO ARTICLE XXI, SECTION 21.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

The parties agree to the attached Schedule A for the 2024-2025 school year:

This Letter of Agreement shall be effective September 1, 2024, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948

SUNNYSIDE TRANSPORTATION CHAPTER

BY: /signed by Trina Garcia/
Trina Garcia, Chapter President

DATE: 09/18/24

SUNNYSIDE SCHOOL DISTRICT #201

BY: /E-signed by Ryan Maxwell/
Ryan Maxwell, Superintendent

DATE: 09/18/24

BY: /E-signed by Kristine Diddens/
Kristine Diddens,
Executive Director of Human Resources

DATE: 09/18/24



BUS MECHANICS / DRIVERS

2024-2025 2.0% per Bargained Agreement + 3.7% IPD	Duty Days	Step 1-Entry Level (1 st Year)	Step 2 (1 + Years)	Year 7 Step 2 + Additional \$.35 Longevity	Year 15 Step 2 + Additional \$.70 Longevity	Year 20 Step 2 + Additional \$1.00 Longevity
Lead Mechanic	260	\$ 34.41	\$ 36.93	\$ 37.28	\$ 37.63	\$ 37.93
Mechanic	260	\$ 32.99	\$ 34.65	\$ 35.00	\$ 35.35	\$ 35.65
Mechanic Helper	260	\$ 30.71	\$32.39	\$ 32.74	\$ 33.09	\$ 33.39
Bus Driver	190	\$ 28.22	\$ 30.01	\$ 30.36	\$ 30.71	\$ 31.01
Dispatch Router	200	\$ 29.87	\$31.66	\$ 32.01	\$ 32.36	\$ 32.66
Driver Trainer	190	\$ 29.87	\$31.66	\$ 32.01	\$ 32.36	\$ 30.56
Administrative Assistant	220	\$ 28.05	\$ 29.56	\$29.91	\$30.26	\$ 30.56
Secretary / Receptionist	195	\$ 24.29	\$ 25.86	\$ 26.21	\$ 26.56	\$ 26.86

2024-2025 2.0% per Bargained Agreement + 3.7% IPD	Duty Days	Step 1-Entry Level (1 st Year)	Step 2 (1 + Years)	Year 7 Step 2 + Additional \$.35 Longevity	Year 15 Step 2 + Additional \$.70 Longevity	Year 20 Step 2 + Additional \$1.00 Longevity
Bus Assistant (Bus Assistant, Flex Bus Assistant)	183	\$ 19.27	\$ 20.46	\$ 20.81	\$ 21.16	\$ 21.46

