

# **White Salmon Valley School District Collective Bargaining Agreement**



**White Salmon Valley School District Board of Directors**

**and**

**Washington State Council Of County And City Employees,  
Local 1533wt**

**Effective  
September 1, 2023 – August 31, 2026**

## Table of Contents

PREAMBLE	1
ARTICLE 1 - RECOGNITION	2
ARTICLE 2 - DEFINITIONS	4
ARTICLE 3 - RESPONSIBILITY	5
ARTICLE 4 - UNION SECURITY	6
ARTICLE 5 - UNION MANAGEMENT RELATIONS	7
ARTICLE 6 - LABOR-MANAGEMENT	8
ARTICLE 7 - EMPLOYMENT CONDITIONS	9
ARTICLE 8 - TERMINATION, DISCHARGE AND DISCIPLINE	11
ARTICLE 9 - GRIEVANCE PROCEDURE	11
ARTICLE 10 - SENIORITY, LAYOFFS, JOB POSTINGS, AND RECALL	14
ARTICLE 11 - TRIPS	17
ARTICLE 12 - BIDDING	21
ARTICLE 13 - HOLIDAYS	25
ARTICLE 14 - VACATION	27
ARTICLE 15 - LEAVES	29
ARTICLE 16 - MEETINGS	32
ARTICLE 17 - TRAINING/EDUCATION OPPORTUNITIES	33
ARTICLE 18 - WAGES	35
ARTICLE 19 - HEALTH AND WELFARE	37
ARTICLE 20 - WORK HOURS	38
ARTICLE 21 - YEAR-ROUND EMPLOYEES	40
ARTICLE 22 - PERFORMANCE EVALUATIONS	41
ARTICLE 23 - CDL REIMBURSEMENT, SAFETY	42
ARTICLE 24 - AMENDMENTS	43
ARTICLE 25 - DURATION OF AGREEMENT	44
ARTICLE 26 - SAVINGS CLAUSE	45
SIGNATURE PAGE	46
SCHEDULE A	47
2023-24 Classified Transportation Salary Schedule	47

## **PREAMBLE**

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The Board of Directors of White Salmon School District (hereinafter known as the District) and Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local #1533WT (hereinafter referred to as the Union) do hereby reach agreement for the purpose of enhancing the material conditions of the employees, to promote the general efficiency of the District, to promote the morale, well-being and security of the employee, and enhance the educational services provided to the community's children.

## **ARTICLE 1 - RECOGNITION**

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**Section 1.1.** For the term of this Agreement, the District agrees to recognize the Union as the exclusive Bargaining agent for all full-time and regular part-time employees of the Transportation Department including School Bus Drivers, School Bus Assistants, Driver Trainers, Transportation Mechanics, and their respective substitutes (employees who have been employed as substitutes for at least thirty (30) days in the last twelve (12) months and who remain available for employment) with the following exceptions:

- A. Transportation Department Director;
- B. Supervisory and/or confidential employees as defined by the Public Employment Relations Commission (PERC);
- C. Employees represented by other Bargaining Units as recognized by the Public Employment Relations Commission (PERC).
- D. Transportation Office Manager Secretary
- E. Substitutes are covered only by the provisions of the Agreement that pertain directly to them.

**Section 1.2.** Only employees working under this Agreement may operate Transportation Department buses, with the following exemptions: Emergency use by licensed personnel when regular drivers or substitutes are not reasonably available.

**Section 1.3.** If the District determines to contract with a third party for transportation services, one of the provisions will be that the contractor offer employment to all drivers with regularly assigned runs on the last day of school prior to the date on which the contract becomes effective. There shall be no reduction in the hourly rate or benefits of the drivers so employed for at least one (1) year. Contracting out to a third party shall not be implemented until the term of this contract has expired.

**Section 1.4. Hubs:** Each transportation co-operative member school district shall be considered a “hub” for purposes of bus driver, bus assistant and substitute assigned employment. New employees shall be assigned to a hub on hire. Employment decisions (preference for bidding and extra trips, or, in the alternative, the order of employee reductions) shall be based on the employee’s hub seniority and such decisions in each hub will impact only those employees assigned to that hub. Cooperative seniority will only apply to employment actions impacting the whole cooperative, or when bids, assignments or reductions have been fully applied at a hub first. No employee may be permanently reassigned to a different hub without their consent. Additionally, no employee can be assigned mandatory trips from a different hub. If an employee assigned to one hub is directed to travel to another hub or has an assignment at another hub, and uses their

personal vehicle to travel to the other hub, they will be reimbursed at the IRS business mileage rate for the miles between their home hub and the assigned hub, round trip.

## **ARTICLE 2 - DEFINITIONS**

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### **Section 2.1.**

- A. Regular run: An AM or PM assignment, which consists of home to school or school to home transportation.
- B. Route: An employee's combined AM and PM runs.
- C. Mid-day run: A bus run occurring between the regular AM and PM that is not listed as a trip or shuttle run.
- D. Shuttle run: A run that is an extension of the regular classroom. Shuttle runs are from school to a location, or from a location (other than home) to school and not anticipated to last the entire school year.
- E. Trips: Those runs which occur outside of regular routes and transport students between school and other locations for classroom, club, or sports activities.

## **ARTICLE 3 - RESPONSIBILITY**

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**Section 3.1.** The District and Union recognize that under this Agreement each of them has responsibilities for the welfare and security of the employees and the safe and efficient operation of the District to enhance the education and wellbeing of students and the responsible use of community resources.

- A. The District recognizes that it is the responsibility of the Union to represent the employees effectively and fairly.
- B. The Union recognizes the responsibility of the employees for the safety and well-being of the children to the best of their ability and for a cooperative and harmonious work environment, free of hostility, any threatening manner, and intimidation.
- C. The District shall provide all employees a safe and harmonious work environment, free of hostility, any threatening manner, and intimidation, but that includes clear and direct communication of expectations, from supervisors and employees.

## **ARTICLE 4 - UNION SECURITY**

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**Section 4.1.** The Union is recognized as the official bargaining agent for all employees performing work within the unit covered by this Agreement in the District and it is agreed that the District shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union staff representative

**Section 4.1.1.** For current Union members and those who choose to join the Union after hire, the District shall deduct once each month all Union dues and fees uniformly levied and shall continue to do so for such time and as directed by the Union pursuant to the employee's authorization on conditions set forth in the authorization card. The District shall transfer amounts deducted to Council 2.

The Union shall provide notice of an employee providing authorization for withholding of dues prior to the first of each month. The District shall provide to the Union monthly a complete list of all dues withheld for employees, new hires (with name, work address, home address, work phone, personal phone, work email, birth date and hire date, job title, hours worked, and monthly base wage), and employees resigning, retiring or terminated. Prior to October 1 each year the District shall also provide a complete list of bargaining unit members that includes: Employee name, work address, home address, work phone, personal phone, work email, birth date, hire date in this bargaining unit, job title, hours worked and monthly base wage

**Section 4.2.** The District agrees to notify the Union staff representative and Local Union President in writing of any new positions and new employees. At least 2 full working days prior to the orientation of the new employee, Employer shall provide an electronic format list with the names of the employees and corresponding job title. One (1) Union official shall, at no loss of pay, be granted up to thirty minutes to provide each new employee, on work time, a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance.

**Section 4.3.** The Union shall indemnify the District and save the District harmless from any and all claims against the District arising out of administration of this article so long as the District complies with this article.



## **ARTICLE 5 - UNION MANAGEMENT RELATIONS**

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**Section 5.1.** All collective bargaining with respect to wages, hours, and working conditions shall be conducted by authorized representatives of the Union and authorized representatives of the District. Agreements reached between the parties to this Agreement shall become effective only when signed by designated representatives of the Union and the District.

## **ARTICLE 6 - LABOR-MANAGEMENT**

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**Section 6.1.** A labor/management team shall be established with up to three (3) Union and up to three (3) Management members. Others may be invited to attend to address specific issues or provide specific input as needed. This Committee shall be a standing committee and its members shall stay consistent (to the extent possible) for each school year. This team may meet regularly or shall be available to meet at the request of either party. Drivers shall be paid their regular rate of pay while representing the Union while in attendance, if the meeting is held when the employee would be working. The minimum of two (2) hours per assignment shall not apply to these meetings, but an attempt will be made to schedule such meetings contiguous to other assignments.

## **ARTICLE 7 - EMPLOYMENT CONDITIONS**

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**Section 7.1.** Each new hire in a two hundred and sixty (260) day position shall remain in a probationary status for a period of not more than ninety (90) workdays following the hire date. Employees hired into positions with a shorter scheduled work year shall remain in a probationary status for a period of not more than sixty (60) workdays. During this probationary period the District may discharge such employees at its discretion. Near the half- way point of the probationary period the Supervisor shall have an evaluation/discussion with the employee about his/her performance and what improvements are needed. A written evaluation will be completed prior to the end of the probationary period. Due to unforeseen circumstances to the employee on probation the District and Union may extend the probation 1 day for each day missed as agreed for an excused or unexcused absence.

**Section 7.2.** In applying for new or open positions, a selected in-district employee will be given a thirty (30) workday trial period. During the trial period, the District will provide appropriate training, if needed. The employee's performance may be reviewed in a conference with the employee, an union representative, and the immediate supervisor after fifteen (15) workdays to discuss any concerns. If the position proves unsatisfactory to the employee, the employee or supervisor may request reassignment to the former position. The employee may only request assignment to a former position one (1) time in any school year. If the supervisor determines the employee incapable of performing the job, the district shall set forth in writing, if requested, its reasons why the employee is not qualified and the employee may then be reassigned to his/her previous position.

**Section 7.3.** New employees will start on the salary schedule as herein provided in Exhibit A.

**Section 7.4.** No employee shall be required to make an individual contract, agreement, stipulation, or affidavit which relates to hours, wages, working conditions, or any matters which may affect their employment rights in this District.

This section shall not pertain to work performed outside of the Transportation Department which does not conflict with work responsibilities.

**Section 7.5** Any employee who has been threatened or assaulted by a student, parent, or other person in the course of their employment shall report the incident to their supervisor promptly. All information shall be provided to the Union and employees with confidentiality. The District shall report all threats or assaults to local authorities as appropriate. Employees shall be free to exercise their personal legal rights or alternate course of civil action concerning threats or assaults. Employees are expected to use reasonable judgment and measures involving threats of a physical nature or abuse. Employees are expected to follow

District policies when necessary to protect themselves and students. Each employee shall have the right to inform appropriate Union representatives and District officials having to do with personal concern for the liability of the District.

**Section 7.6.** Neither the District nor the Union shall discriminate against any employee subject to this agreement on the basis of race, creed, color, religion, national origin, United States citizen status, age, sex, sexual orientation including gender expression or identity, honorably discharged veteran or military status, marital status, the use of a trained guide dog or service animal by a person with a disability, or, sensory, or mental disability, except for insofar as such factors are valid occupational qualifications and the employee can perform the essential functions of the job.

**Section 7.7.** Employees shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join in Union activity, and legally assist the Union or Union members.

**Section 7.8.** Personnel file: The District shall maintain a single personnel file and may maintain a medical file for each employee. Such personnel file shall contain such items as original employment application and resume, educational records, references, information required as a condition of employment, payroll authorization, status sheets, and evaluations. Supervisors may keep a working file that shall be used for employee evaluations, performance reviews, and seniority.

Upon request, an employee shall have the right to inspect all contents of their personnel file, or medical file in the Human Resource office. During the review, an official or Union representative may accompany the employee.

**Section 7.9.** Video Cameras: The District authorizes the use of cameras on school buses for the purpose of reducing student discipline problems and other safety concerns, thus providing a safer environment for the transportation of students. A reason for recording the transportation environment is to provide school officials, drivers, students and parents/guardians with documentation when dealing with inappropriate student behavior and to assist drivers with student behavior management skills. Cameras will not be used to monitor employees, but may be viewed in response to a documented complaint regarding behavior, security or safety incidents. An email will be sent to the driver when a recording is reviewed, including the reasons for the review unless the driver is present for the review. The District will allow drivers a reasonable time for viewing recordings.

## **ARTICLE 8 - TERMINATION, DISCHARGE AND DISCIPLINE**

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**8.1. Termination of Employment by the Employee:** Employees shall provide written notice of at least ten (10) work days of their intent to terminate their employment.

**Section 8.2.** If the District, due to the severe nature of the alleged offense, wishes to remove an employee from work, pending an investigation, such employee may be placed on paid administrative leave.

**Section 8.3. Discipline:** Employees shall have the right to choose a Union Representative to be present at a meeting or discussion between management and employee. Such representation shall not delay a meeting beyond a reasonable time period, which should not exceed forty-eight (48) hours. A list of current Executive Board members along with Shop Stewards shall be provided to the District Office by September 1 of each year, and whenever any changes are made.

All disciplinary action shall be based on just cause. The District may immediately suspend or terminate any employee for intoxication on the job, gross insubordination, falsification in the course of professional practice, or other serious infractions. Otherwise said disciplinary action or measures shall be progressive and may include one or more of the following, but no others: Verbal reprimand, written reprimand, suspension without pay (notice to be given in writing) or termination.

Any disciplinary action or measure imposed upon an employee may be challenged as a grievance through the regular grievance procedure. If the District has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

If the District proposes disciplinary actions that include a suspension and/or termination, the employee, Union President, and Staff Representative will be notified of such in writing. The employee shall be offered a Loudermill hearing within ten (10) working days of the written notification of proposed discipline, prior to the imposition of the suspension or termination. The Union shall have the right to take up the suspension and/or discharge as a grievance at the second step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the last step if deemed necessary by either party.

**Section 8.4.** Upon written request of the employee, documented discipline with the exception of suspensions shall be removed from the supervisor's working file and the employee's personnel file after two (2) calendar years from the imposition of discipline, as long as there has not been any recurring violations or disciplinary action.

## ARTICLE 9 - GRIEVANCE PROCEDURE

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**Section 9.1.** Grievance Procedure: Grievances or complaints arising between the District and its employees within the bargaining unit defined in herein, with respect to matters dealing with the interpretation or application of the terms and conditions of this Agreement, shall be resolved in strict compliance with this Article. For purposes of this section, a “workday” is a day that the District Office is open, the District shall provide a District office calendar if said calendar is different than school calendar, to include telework.

**STEP ONE:** The employee shall first discuss the grievance with their immediate supervisor, the Director of Transportation. The discussion can be verbal or written and presented for discussion. If the employee wishes, they may be accompanied by a Union Representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within thirty (30) calendar days of the occurrence of the grievance shall be invalid and subject to no further processing.

**STEP TWO:** If the grievance is not resolved to the employee’s satisfaction at the informal discussion or within ten (10) workdays of the date the employee requested the informal discussion if no such informal discussion occurs in accordance with the preceding subsection, the employee shall reduce to writing a statement of the grievance containing the following:

- A. The Grievance must be filed on a official AFSCME Grievance form
- B. A reference to the provisions in this Agreement which have been allegedly violated.
- C. The remedy sought.

The employee shall submit the written statement of grievance to the immediate supervisor for reconsideration within five (5) days of the informal discussion or the passing of the deadline for holding the discussion, and shall submit a copy to the official in the administration responsible for personnel. The parties will have ten (10) workdays from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

**STEP THREE:** If no settlement has been reached within the timeline in Step Two, and the Union believes the grievance to be valid, a written statement of grievance shall be submitted within an additional ten (10) workdays to the District Superintendent or the Superintendent’s designee. After such submission, the parties will have ten (10) workdays from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

**STEP FOUR:** If the grievance remains unsettled after Step Three, the District and Union may agree to request PERC (Public Employee Relations Committee) mediation within fifteen (15) workdays after the Superintendent's decision. If mediation is attempted but fails to resolve the grievance, or is not agreed to, the Union may advance the Grievance to step 5 Arbitration.

**STEP FIVE:** If no settlement has been reached within the required timelines in Step Three or Step Four when mediation is undertaken, the grievant may, within ten (10) workdays of the expiration of the ten (10) workday period for resolving the grievance in Step Three or within ten (10) days following mediation, or the decision to forego mediation, in Step Four, request in writing that the Union submit the grievance to arbitration. If the Union determines that the grievance involves the misapplication of any of the provisions of this Agreement, it may, by written notice to the Superintendent, within ten (10) workdays after the receipt of the request from the aggrieved person, submit the grievance to binding arbitration.

Within ten (10) workdays after written notice of submission to arbitration, the Superintendent or designee and the Union will attempt to agree on a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) workday period, a mutual request for a list of arbitrators shall be made to the American Arbitration Association. The parties will be bound by the Voluntary Rules and Procedures of the American Arbitration Association for the selection. After selection of the arbitrator, the Expedited Labor Arbitration Rules shall apply.

Neither party shall be permitted to assert in the arbitration proceedings any evidence, which was not submitted to the other party before the completion of Step Three or Four. The decision of the arbitrator will be submitted to the District and the Union and will be final and binding upon the parties.

The costs for the services of the arbitrator, including per diem expenses, travel, subsistence expenses and the cost of any hearing room, will be borne equally by the District and the Union. All other costs will be borne by the party incurring them. The grievance meetings or arbitration hearing shall take place whenever possible on U time. The District shall not discriminate against any individual employee or the Union for taking action under this article.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine the inquiry and decision to the specific area of the Agreement as cited in the Grievance Form. The arbitrator shall not substitute their own knowledge for the expressed provisions of the contract under question.

## **ARTICLE 10 - SENIORITY, LAYOFFS, JOB POSTINGS, AND RECALL**

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**Section 10.1.** A seniority list shall be established by the District, for each hub and for the cooperative overall, and a seniority date shall be given to each employee covered under the terms of this Agreement. Each employee shall be given as their seniority date the calendar day and year when such employee started their term of employment, including employment with another member district of the cooperative, if their employment was uninterrupted between their original district and the cooperative. Seniority for those employees with the same hire date shall be determined by the application date. Seniority for those employees who have the same hire date and application date shall be determined by lot, unless such seniority shall be lost as hereinafter provided.

Seniority lists shall be available to the Union upon request.

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

- A. Resignation;
- B. Discharge for any reason contained in this Agreement;
- C. Retirement; or
- D. Change in job classification within the bargaining unit, as hereinafter provided;
- E. Transfer out of the bargaining unit.

Seniority rights shall not be lost, nor shall further seniority accrue during the time periods specified below for the following reasons, without limitation:

- A. Time lost by reason of industrial accident, industrial illness or jury duty, of more than thirty (30) days and not to exceed one (1) year;
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States;
- C. Time spent on other authorized leaves of absence, of more than thirty (30) days and not to exceed one (1) year;
- D. Time spent in layoff status, as herein provided; or
- E. Medical leaves of more than thirty (30) days and not exceeding one (1) year, or in the case of extended illness or injury, an additional year if leave is granted.

Seniority for Substitutes: For substitutes; their seniority will be determined by their earliest work date for the cooperative or any member district within the bargaining unit.



For regular drivers who change to substitute status: Substitute seniority will be determined by either the first time they drove as a substitute or actual hire date within the bargaining unit whichever is greater.

SUBSTITUTES: When calculating days worked, any number of hours worked in a single day shall count toward the whole day calculation.

Seniority preference rights of such individuals shall be effective only with respect to other substitute employees. Such bargaining unit status is not lost unless the employee separates from employment by asking for their name to be removed from the substitute list, voluntary quits, or is terminated by the District.

If a substitute does not work within the transportation department at least thirty (30) days in any twelve (12) month period they will lose their seniority rights and all other benefits available per this agreement until such time as the above requirements are met. Substitutes must work a minimum of thirty (30) days in a 12-month period to get credit for that year's seniority. If a substitute does not meet the 30-day minimum they will not gain credit for the current year, however, they will not lose credit for past years of service.

Substitute employees shall be eligible to participate in the Washington State School Employees Retirement System to the extent allowed by state law.

Substitutes (as referenced above) shall be called to work prior to any management or other employee outside the bargaining unit being used to fill any position covered by this Agreement.

**Section 10.2.** Hub seniority will prevail in the event of a reduction of staff, layoff, recall and job assignments at that hub. Cooperative seniority will prevail in the event of changes cooperative-wide, or if no hub employee is available. Should a driver(s) route be eliminated, or the route time decreased permanently by 30 minutes or more, the driver whose route has been eliminated or reduced, shall have first choice of any available routes or the option to bump a less senior driver in that hub. Any driver(s) displaced due to the above procedure would then have the same option as stated above.

**Section 10.3.** All transportation related notices of job postings during the school year shall be posted on the bulletin board in the bus garage of the relevant hub(s) as soon as possible, but no later than within fifteen (15) working days of the official vacancy, unless the District provides notice to the Union of elimination of the position or a delay in posting the vacancy. All bus driver positions and additions shall be posted as well as all other related duties. All driving and driver-related assignments (oiling, bus-washing, etc.) shall be made on the basis of hub seniority first through the procedure of posting and bidding.

If any criteria other than seniority shall apply, those criteria will be clearly stated in writing on the posting. All postings requiring specific skills and/or qualifications beyond those required for bus drivers, bus assistants or mechanics, as applicable, shall be filled with the most senior qualified applicant, by hub when applicable. Applicants shall be considered either qualified or unqualified. Any applicant deemed unqualified and who contests such, may grieve that decision.

Employees shall be recalled from layoff according to their hub seniority to positions in their hub. No new employees shall be hired until all qualified employees on layoff status have been notified via certified mail. The laid-off employee will notify the District of the employee's intent within one (1) week. Any employee feeling aggrieved under this section shall have the right to the grievance procedure.

For any non-driving position that requires special skills and training, the District may fill such positions for days beyond the normal school year. The District shall indicate on the posting if the position is not permanent. For any new positions created within the bargaining unit, the District will share the job description and the District and Union shall negotiate the rate of pay before the position is posted.

## **ARTICLE 11 - TRIPS**

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**Section 11.1.** Trips required by a participating district will first be assigned to that district's hub. It is agreed that drivers and assistants may give their proxy to sign up for trips to another bargaining unit employee at their hub. This shall be done in writing, with a copy provided to the Transportation Director in writing or by email.

All bus drivers, except special needs bus drivers, and probationary employees who do not have at least one (1) year previous experience as school bus driver, shall be placed on a single trip roster at their hub in order of seniority. Inexperienced probationary employees will be added to the trip roster for their hub according to their true seniority (hire) date upon completion of their probationary period.

Substitute drivers shall be placed in a separate section at the bottom of the bid sheet for their hub in order of substitute employee seniority and shall rotate from week to week the same as regular route drivers. Substitute drivers shall have the opportunity to bid on the same trips as regular route drivers with the following procedure:

Trips shall first be assigned to regular route drivers assigned to that hub. Trips not awarded to a regular route driver shall be awarded to the most senior substitute driver assigned to that hub who bid on it. If neither a regular route driver nor a substitute driver signs up for the trip shall be reposted for two (2) more business days, and shall be available to all drivers and substitutes, regardless of hub. Both regular drivers and substitutes will have the opportunity to bid in the second round. If after two (2) additional days no drivers have signed up, the trip will then be assigned to the driver on the bottom of the "true" seniority list at that hub. That driver's name is then moved to the top of the "true" seniority list. If that driver is unable to accept the trip, the other drivers at that hub will be asked in reverse order of seniority. If none of those drivers accept the trip, the original least senior driver must accept it. A trip accepted and then declined will be assigned to the next driver on the rotation list who bid for the trip. If no one takes the declined trip, the driver to which it was originally assigned shall take it. In the event the person at the bottom of the list is on sick leave, the trip will be assigned to the second to the last person on the list. The person on sick leave will remain at the bottom of the list.

Trip rotation will remain the same if there are no trips scheduled at that hub for the week coming up for bid. Any late trips falling in that week will use the prior week rotation for that hub from bottom up.

Trips will be posted by Tuesday at 10:00 a.m. and assigned on Thursday at 10:00 a.m. unless delayed by additional bid days, as addressed below for the second week following

the week in which the trips are bid (Example: Trips awarded on Thursday, the first day of the month would occur the week beginning Monday the twelfth day of the month). Drivers shall note the trips that they are interested in taking and trips shall be assigned on a rotational basis, starting with the list of eligible drivers at the hub in seniority order. The list will rotate weekly with the next driver in a rotation moving to the top of the list and the previous first driver moving to the bottom of the list. A trip request received after 10:00 a.m. Tuesday shall be posted on the late activity board as soon as reasonably possible following receipt. Late trips will be assigned from the bottom up of the week's rotation list in which they fall for that hub. TBA trips should be posted as late trips when dates and times are determined, unless doing so would give the driver less than forty-eight (48) hours' notice.

If a trip is canceled or the date is changed, the driver, including substitute drivers, will receive a thirty-five (\$35.00) cancellation fee for that trip (if substitute drivers receive this cancellation fee, they are not entitled to the cancellation fee in § 20.7). If that trip is changed to a later date, the driver will have the option to remain assigned to the trip unless there is a conflict with another assigned trip. If a trip's leave time is changed, the assigned driver has the option to decline the trip as long as a replacement driver can be secured. If a replacement driver cannot be secured, the original driver must take the trip.

Special needs trips shall only be available to special needs bus drivers from their own rotation list at that hub. Should a special needs driver be unwilling or unavailable regular route drivers and substitutes (with appropriate training) at that hub shall have the opportunity to bid on the trip

Drivers of the summer school program routes available in their hub shall have first choice of summer school program trips. Bid shall be by rotating seniority as usual practice. Should no summer program driver bid the trip it may be assigned to the next regular driver in seniority rotation order. This does not include summer trips not associated with the summer school program (i.e., football camp) which will be bid as usual practice.

Drivers on approved leave of absence shall be removed from the trip rotation for the duration of their leave. Upon their return to work, their name shall be added to the rotation list for their hub in accordance with their seniority.

All trips shall begin and end at the transportation center assigned for that hub.

Drivers on the trip roster shall be ineligible for assignment of a particular trip if that trip would place the employee into an overtime situation (more than 40 hours in a single week), unless all eligible drivers at that hub are in an overtime situation. If more than one driver has bid on the same trip and more than one (1) driver will be in overtime, the driver at the top of the current week's rotation list will get the trip. The Director may approve overtime on a case-by-case basis.

Trips that are assigned by the Director due to no voluntary bids shall be assigned no less than seventy-two (72) hours prior to the trip when possible. If possible, late trips will be posted for two (2) days prior to assignment. If less than two (2) days' notice is given verbal requests will be made per bid rotation for late trips.

During an inexperienced driver's first sixty (60) days of trip eligibility, the Director of Transportation may limit the trip assignments for which the driver is eligible, i.e., shorter distances, daylight hours, multiple bus trips.

Drivers with multiple job assignments within the district of their hub are ineligible for trips during the hours of their other school employment unless they have prior approval from all appropriate supervisors.

Trips shall be compensated at the driver's regular rate of pay. Overtime will be paid at time and a half of this rate for all hours worked over forty (40) in one week, the provision for double time pay for hours over forty-eight (48) in a week (Section 20.1) does not apply to trip assignments. On trips that do not extend overnight, the driver shall be compensated from the beginning of the trip to the end of the trip.

On trips that extend overnight, the driver will be compensated at the driving time rate for a minimum of eight (8) hours per day, for each twenty-four (24) hours of the trip when driving is performed, or actual worked/clocked time for that time if greater. When an overnight trip includes a multi-day layover and the driver's services are not utilized over a twenty-four (24) hour waiting period the driver shall be paid six dollars (\$6) per hour for sixteen (16) hours, ninety-six dollars (\$96), of on call pay per twenty-four (24) hours of waiting time.

Drivers on overnight trips shall be provided private accommodations that allow the driver to have an uninterrupted sleep period. "Private accommodations" means a separate room with its own bathroom. Accommodations for the driver shall be at the same hotel as the bus passengers. When bus passengers are staying in dorms or the like, drivers shall be provided a separate hotel room. Drivers shall not be asked to share a room.

Drivers shall be "on standby" only when the school employee responsible for the group states that the driver is released and designates the time that the driver is to be back and available for service, and does not apply to multi-day trips. The driver will be paid at least two (2) hours of drive time if called back to service while off the clock, after 8 hours. Any standby hours, after the 8 hours paid for the day, shall be compensated at minimum wage.

Drivers will be compensated for all time for which drivers have responsibilities for passengers or equipment that preclude them from using their time in some other manner.

For each trip drivers shall be given thirty (30) minutes per day for pre-trip, post-trip, paperwork, and arrival at the school for pick-up. Drivers shall also be given one (1) hour in addition for clean-up, washing, and refueling, which must be completed by noon the next business day

following the trip. The Transportation Director may pre-approve additional time when buses require more than usual cleaning.

A driver with a trip that is scheduled to return after midnight on a day before a school day shall be excused from coming in for the AM portion of his or her regular daily school route on that school day if they request to do so, with sufficient notice to secure a substitute.

There is a minimum one (1) hour guarantee for trips, mid-day runs and shuttle runs. Minimum time not spent on the assignment can be assigned to other duties included in the driver job description or routinely performed by drivers, by the Transportation Director.

There is a minimum of two (2) hour guarantee for after school programs (i.e. A-list/CLCL). Minimum time not spent on the assignment can be assigned to other duties included in the driver job description or routinely performed by drivers, assigned by the Transportation Director.

Employees will be allowed to use School district vehicles to travel within a 30 minute radius for their meal break. The Driver will notify the staff member in charge of the group of their intent and how they can be reached if needed.

**Section 11.2.** The following trips may be driven by employees outside the bargaining unit (who have completed the van certification training) in vehicles not requiring a commercial driver's license or bus driver certification:

- A. Athletic Events of eighteen (18) or fewer students
- B. Taking more than two (2) vehicles to an event in order to avoid taking a bus will not be allowed. The District recognizes students are safer in a bus with a professional driver.
- C. When no bus or driver is available (a trip posted on the trip roster for which no one signs up and the Transportation Director cannot assign a driver without leaving a run without a driver who works within the bargaining unit).

Except as provided for above, there shall be no subcontracting of trips during the term of this Agreement, except in extreme circumstances when District drivers and/or equipment are unavailable.

## **ARTICLE 12 - BIDDING**

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**Section 12.1.** It is agreed that drivers and assistants may give their proxy to bid on job assignments in their hub to another bargaining unit employee. This shall be done in writing, with a copy provided to the Transportation Director in writing or by email.

**Section 12.2.** After the conclusion of the school year, the Transportation Director shall set dates for in-service and bidding approximately one week prior to the start of school; the District will present prepared routes made up of AM and PM runs for each hub. The routes will be posted as "Regular" routes or as "Special Needs" routes at least four (4) work days prior to bid day. Special Needs routes will be bid at the ending time from the previous school year, if no current/updated times have been set. For establishing a different bid time frame, the District will meet with representatives of the Union to establish an alternate date by mutual agreement. If the parties are able to agree on a bid date after the start of school, the parties shall agree on a temporary schedule that protects drivers from losing hours at the beginning of the year based on run changes.

- A. At least ten (10) workdays prior to bid day drivers and assistants must commit in writing (by letter or email) to their current route if available and they want to keep it. Any routes not committed to will be placed for bid. Employees shall select from open routes in seniority order by hub. Once a route has been officially accepted or committed to on bid day with a written signature or proxy signature, that route belongs to that driver for the upcoming school year. No driver or bus assistant shall be forced to give up their route with the exception procedures outlined in Article 10. The District may require special training for employees who select special routes (special education, preschool, and academy students).
- B. After bid day, when mid-day, Special Education and shuttle runs become available, special education drivers will be offered them first, in true seniority order, prior to regular route drivers being able to bid on them in true seniority order.
- C. All other routes which become available after bid day (except temporary vacancies), shall follow the rules of a new/open position posted in the seniority section

**Section 12.3.** Special needs, preschool, mid-day and shuttle drivers shall receive actual drive time, including pre and post trip time, or the bid time whichever is greater. Special needs, preschool, mid-day and shuttle drivers will receive the minimum bid time regardless of if the student rides that day.

Bid time for Sped, pre-school, mid-day and shuttle routes will be determined prior to the first day a student rides. After the initial bid time is set the procedure for bid time changes will be as follows:

- A. When the driver has three (3) days or more in one week with drive time above the bid time.
- B. When the driver is notified (by the Transportation Director or office manager) of a new student, then that student and the corresponding time adjustment will be added to the route sheet and an update of the time and date shall be noted. The new bid time shall remain in effect until the driver is notified (by the Transportation Director or office manager) that the student is no longer enrolled in the District or no longer wishes to have transportation. This does not apply to absences for medical reasons or vacations. It is recognized that initial time estimates may need to be adjusted when the student actually starts riding and the Transportation Director will work with the driver on this matter.

Wheelchair fittings prior to a new student riding or a new wheelchair being transported must be done by the Transportation Supervisor with input from the driver and bus assistant. No student shall be transported until this is completed and the driver has been instructed on the placement and use.

When a new student is added to the special education transportation program, the Special Education Director, Transportation Director and driver shall meet for up to one (1) hour of paid time so the driver can be briefed on the student's needs.

Drivers with any children under an IEP plan shall be entitled to request a Bus Assistant. Upon request of a driver, the District shall evaluate the situation. Any denial of a requested assistant shall be confirmed in writing to the driver within a reasonable period of time.

**Section 12.4.** Drivers who agree and State Certified Driver Trainers within the bargaining unit shall have their runs used as training runs as necessary through the course of the year. These runs shall be used for training purposes and, to the extent possible, for a learning period for new drivers.

**Section 12.5.** Once route times have been established, the District may make assignments of additional runs, or other driver related duties included in the driver job description or routinely performed by drivers, to drivers who would otherwise be paid for hours not worked (layover, runs experiencing loss of time). Provided that Management may assign other runs to fill the loss of time in runs without seniority prevailing except that no runs shall be assigned which would add more than thirty (30) minutes to the amount of time needed to fill. Any assigned run/duties must be within the hours of the route ~~package~~ time paid. Such assignments shall not exceed the minimum commitment and shall be assigned to the



appropriate run, regular or special needs.

**Section 12.6.** Management will furnish to the Union, route numbers selected by the employee and approximate hours of the routes no later than one (1) month after completion of the bid process. After the route times have been established, Management will furnish an updated list containing the route number, the employee's name, and the established route time. The Union President may request an update on any route or employee's established time. Such requests shall not be more frequently than once every two (2) months.

**Section 12.7.** Summer school runs shall be posted prior to the last day of school and selected on a hub\_seniority basis.

- A. Employees assigned to summer school runs shall be paid their regular wage scale as found in Exhibit A. 18.
- B. All other aspects of summer school runs shall be in accordance with the school year parameters.

**Section 12.8.** Regular routes which cannot be completed by the regularly scheduled driver shall be reassigned by the Director of Transportation or designee to a substitute driver on a hub seniority basis. Said assignments shall be offered based on the biggest block of time to the most senior available driver.; If an emergency exists and time is of the essence, then the Director of Transportation or designee may assign the run in question to a readily available driver on a hub seniority basis.

**Section 12.9.** All regular run routes will be for a minimum of two (2) hours for the A.M. and two (2) hours for the P.M. segment. This time includes actual drive time, and fifteen (15) minutes per run for Pre/Post trip, if there is more than an hour between runs, to include necessary cleaning, fueling, and paperwork, chaining and meetings if required. Any time over the 2-hours needed to accomplish the above listed items will be paid at actual time and appropriate rate.

If an employee has completed their regular run and has not yet worked a full two (2) hours, in order to receive compensation for the full two (2) hours, they must ensure that their bus is clean and fueled, and that their route books are complete and current prior to leaving the premises.

Bid times over four (4) hours shall be calculated at actual daily drive time, plus fifteen (15) minutes per run for Pre/Post trip, if there is more than an hour between runs, to include necessary safety checks and paperwork, plus an additional fifteen (15) minutes per day (one (1) hour and fifteen (15) minutes per week) for fueling, cleaning and washing.

Any extra time must be pre-approved by the Transportation Director and submitted on an extra pay timesheet for additional washing, extra work, bus breakdowns and other activities, this time shall be considered contracted time for benefit purposes.

**Section 12.10.** All routes not included in bid routes but available at the opening of the school year shall be posted as soon as possible (including all Special Education runs)

**Section 12.11.** The District may also assign to a driver, temporary hours for those situations beyond the control of the District (i.e. road construction). These hours are not guaranteed hours but are considered route hours.

**Section 12.12.** If runs are eliminated, added or changed significantly to make the operation more efficient, adjustments will be made only after a meeting with a driver/Management team consisting of affected drivers, the Union representative and selected Management personnel. The ultimate decision on how to modify, add or change routes will be made by the Director of Transportation.

**Section 12.13.** When the hours worked exceed the route hours on a consistent basis for at least ten (10) workdays, the route hours shall be adjusted.

**Section 12.14.** Bus Assistants: It is recognized that each bus route has unique characteristics and needs. Therefore, the bus assistant shall meet with the driver prior to the beginning of the school year, or in the case of a new bus assistant added to the route, prior to riding the route for the first time. This time shall be used to go over the route needs, expectations for student management and any other concerns the driver may require assistance with. This time shall also be paid up to one (1) hour.

Bus assistants shall be paid the bid time of the route including pre and post trip times. The bus assistant shall arrive no less than ten (10) minutes prior to the scheduled departure time, remain five (5) minutes after return, and such time will be used to assist the driver with readying the bus for the run and securing the bus after return.

## ARTICLE 13 - HOLIDAYS

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**Section 13.1.** All regularly assigned employees shall be given the following paid holidays that fall within their work year:

- A. Labor Day
- B. Veteran's Day
- C. ThanksgivingDay
- D. Friday following Thanksgiving Day
- E. Christmas Eve
- F. Christmas Day
- G. New Year's Day
- H. Martin Luther King's Birthday
- I. President's Day
- J. Memorial Day
- K. Independence Day

**Section 13.2.** If a holiday falls on a Saturday or Sunday the holiday will be observed on the day designated by the District for that holiday.

**Section 13.3.** Employees shall not be required to work on the above holidays, and there shall be no deduction in pay therefore, however, in order to receive pay, the employee shall not have used leave without pay the day before or work day after. For consecutive holidays between workdays, employees shall "lose" a total number of holiday's equivalent to the number of days on leave without pay. This applies to approved leaves only. Employees taking leave without pay the day before or the day after a holiday without prior approval will lose all holiday pay between workdays

**Section 13.4.** Per RCW 1.16.050 employees are entitled to two (2) unpaid holidays per calendar year for reasons of faith or conscience or for organized activities of religious denomination, church, or religious organization. In accordance with state law, the District shall allow an employee to take the unpaid holiday unless the employee's absence would impose an undue hardship on the employer or the employee is necessary to maintain public safety. Office of Financial Management guidelines or definitions for undue hardships will be followed.

**Section 13.5.** Unworked Holidays: Employees shall receive pay equal to their normal work shifts at their base rates at the time the holiday occurs.

**Section 13.6.** Worked Holidays: Employees who are requested to work on a scheduled

observed holiday by their Supervisor shall receive the Holiday pay in addition to their base rate for all hours worked on that such holiday.

## ARTICLE 14 - VACATION

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**Section 14.1.** Vacations shall accrue at the following rates and may be taken at a mutually agreed time between the employee and the District. Twelve- month personnel, shall be granted ten (10) days paid vacation each year accruing from the date of hire through August 31, 2021. Beginning September 1, 2021 earned vacation shall accrue monthly. Upon completion of the fifth (5th) or more years of service with the school district, each full- time employee shall be granted fifteen (15) days paid vacation each year. For over ten (10) years of service, twenty (20) days of vacation is granted each year.

Through August 31, 2021 less than twelve months employees are entitled to one (1) day of vacation per year up to five (5) days and the value of these vacation days is added to wages. Effective September 1, 2021 less than twelve month employees are entitled to one (1) day of vacation per year up to ten (10) years and the value of these vacation days is added to wages.

**Section 14.2.** An employee becomes eligible to use his or her vacation credit after accruing at least five (5) days of vacation leave in a vacation-eligible position.

**Section 14.3.** Authorized leave of absence will be counted as continuous service for the purpose of establishing and retaining eligibility dates.

**Section 14.4.** Vacation time will be paid on the same basis as holidays. All drivers with regular assignments prior to February 1 will receive the full vacation eligibility the following September 1.

**Section 14.5.** Upon separation from employment with the District after twelve (12) months of continuous service or transfer to a non-vacation eligible position, annual vacation pay, up to thirty (30) days, will be allowed to the extent of the employee's accrued and uncompensated vacation days.

**Section 14.6.** Vacation requests: Vacations shall be scheduled at the request of the employee unless District work requirements preclude employees from taking vacation simultaneously, then the awarding of vacation will first be based on date of request. If more than one employee makes a request for the same dates and both request forms are dated and submitted the same day, then the most senior employee will be granted first. Vacation requests shall be approved or denied with five (5) days of submittal of request to the. If the employee does not receive the reply within five (5) days it shall be considered approved.

**Section 14.7.** Vacation compensation and carry over: Vacation earned and taken shall be reported on the pay report each month.

Vacation days may be carried over from year to year with a maximum accrual cap of thirty (30) days.

## ARTICLE 15 - LEAVES

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**Section 15.1.** At the beginning of each school year each employee shall be credited with an advanced sick leave allowance of twelve (12) days with full pay to be used for absence caused by illness, injury, poor health, medical/dental appointments, maternity, quarantine or emergency. Each employee's portion of unused sick leave allowance shall accumulate from year to year as regulated by state law. The 12 sick leave days count toward the sick leave buy-back plan, as provided by the State. If an employee transfers from another school district within the State verified accumulated sick leave shall be transferred, as permitted by law.

**Section 15.1.1.** Appropriate uses of Sick Leave include, but are not limited to, the following:

- A. Illness, injury, or medical appointments (including dental and vision) for the employee;
- B. Illness, injury or medical appointments (including dental and vision) in the family;
- C. Time to fulfill requirements of adoption agencies that cannot reasonably be scheduled when school is not in session; and
- D. Emergencies

**Section 15.1.2.** A deduction of the appropriate hours of sick leave credit shall be made for each absence due to the items listed above.

**Section 15.1.3.** Any employee, entitled to sick leave, required to be absent in excess of three (3) days, may be required to have such absence verified by a written statement from the employee's licensed medical provider. Requests for sick leave must be made to the supervisor as early as possible so that a substitute may be secured.

**Section 15.1.4.** Any employee who is eligible for Worker's Compensation for time off because of an on-the-job injury shall have the option to be paid sick leave in the amount of the difference between his regular pay and that paid by Worker's Compensation, be paid just Worker's Compensation, or be paid sick leave and Workers Compensation. The only sick leave allowed will be that which the employee has accumulated.

**Section 15.1.5.** Employees who become injured on the job and who are eligible for Worker's Compensation benefits may be offered temporary bargaining and/or non-bargaining unit, light duty work during rehabilitation period. Such work shall be equally available to all similarly situated employees, although it is recognized that such employment may not be available for every injured employee.

The purpose of this light duty work provision is to provide persons who are currently unable to perform their normal work the ability to remain in active employment with the

District during a period of recovery. It is understood that such individuals remain members of the bargaining unit.

**Section 15.1.6.** Annually each employee may cash out the unused sick leave days he/she has accumulated provided such employee has accumulated a minimum of sixty (60) days. The employee may cash out up to twelve (12) days per year in January of each year at the rate of four (4) days of leave for each one (1) day of pay.

At the time of separation from employment, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) days of accrued leave for illness or injury. No more than one-hundred eighty (180) Sick Leave days shall be eligible for conversion. Any such conversion shall be subject to the terms and limitations of applicable statutes and regulations.

**Section 15.1.7.** Leave sharing shall be in accordance with Chapter 392-136A WAC. Employees shall have the ability to use the current shared leave program when all leave has been exhausted.

## **Section 15.2. Family Bereavement:**

**Section 15.2.1.** Absence due to death in the immediate-family shall be granted with full pay up to five (5) days. Immediate family shall be defined as the following family relationships of both the employee and spouse: father and mother, spouse, children, siblings, grandparents and grandchildren.

**Section 15.2.2.** Absences shall be granted with full pay up to three (3) days for aunts, uncles, nieces and nephews.

**Section 15.3.** An employee who is called to serve on a jury or employees who are subpoenaed as witnesses for cases in which they are not a party in the action shall be excused from work for the days which are served. The employee shall be granted regular earnings and benefits for the time consumed in such services.

The employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury duty pay received.

When an employee is a witness for, or co-defendant with, the District, and the action arose out of District employment, the employee shall be granted full salary compensation for the time consumed in such services.



**Section 15.4. Personal Leave:** Each employee subject to this agreement may take up to three (3) days paid leave annually, provided such employee gives at least twenty-four (24) hours' notice to the District. Unused personal leave days may be carried over to subsequent work years, not to exceed a balance of five (5) days.

**Section 15.5. Leaves of Absence (unpaid)**

**Section 15.5.1.** Upon recommendation of the Transportation Director through administrative channels to the Superintendent, and upon approval of the board of directors, an employee may be granted an extended leave of absence for a period not to exceed one (1) year. An additional year leave of absence may be granted with the approval of the School Board.

**Section 15.5.2.** The employee, if granted a leave of absence, will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits and sick leave shall not accrue beyond that accrued during the time of the leave of absence.

**Section 15.5.3.** The returning employee will be assigned to the position occupied before the leave of absence, if the position exists, but not if the employee would have been subject to layoff or other reduction. In such a circumstance the employee shall be eligible for re-employment pursuant to §§ 10.2 and 10.3 of the Agreement. Employees hired to fill positions of employees on leave of absence will be hired for a specific period of time, during which they shall be subject to all provisions of this agreement. It shall be the responsibility of the District to inform replacement employees of these provisions.

## **ARTICLE 16 - MEETINGS**

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**Section 16.1.** For drivers and bus assistants, attendance at meetings and training courses when required by the District shall be compensated at the meeting rate for any time over the employee's minimum guaranteed hours for the day. First aid training will be paid at the meeting rate. The meeting rate is equal to the Step 0 Bus Driver rate of pay.

**Section 16.2.** The District agrees that Union Officers/Representatives will not lose route hours while conducting specific Union business with the District. These activities include: accompanying Union members at formal discipline and grievance hearings and District-directed administrative meetings. Such meetings and number of employees released to attend these functions will be mutually agreed upon by the District and the Union, efforts to schedule these meetings outside of route hours will be made.

**Section 16.2.1.** The Union agrees that activities related to the internal operations of the Union and activities not specifically authorized by the terms of this Agreement shall be performed only during the time employees are not assigned duties. If an employee requires time off to perform these activities he/she may informally request a non-paid absence from assigned duties. Examples of such activities include preparing for negotiations, preparing material for unfair labor practice complaints, campaigning for Union office, conferences and conventions, and investigating and preparing employee grievances.

## **ARTICLE 17 - TRAINING/EDUCATION OPPORTUNITIES**

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In order to achieve individual competence and quality work performance, the District recognizes its obligation to the professional development of the employee and agrees that each employee subject to this agreement shall be given adequate opportunities to develop his/her professional job skills and knowledge.

**Section 17.1.** The District will provide funding in the amount of five thousand dollars (\$5,000) each contract year for staff development. These funds are available for non-district directed training only. District directed training for necessary job-related improvement or requirements shall not be deducted from this allotment. The District will work through Labor Management to ensure that staff development opportunities are distributed equitably.

**Section 17.2.** All opportunities for training shall be posted for all drivers. Said opportunities shall be dispersed as equally as possible with cooperative seniority being a prevailing factor should any conflicts occur. This shall not allow a senior driver to be selected over a less senior driver if the senior driver has attended training that year and the less senior driver had not, but shall allow the senior driver to attend, should both drivers have been selected for an equal number of training opportunities.

**Section 17.3.** Education Incentive Program: Employees will be compensated for earning educational credits or clock hours in accordance with the schedule below:

Step One: Six (6) college quarter credits or sixty (60) clock hours – twenty- five cents (\$0.25) per hour above scale.

Step Two: Fifteen (15) college quarter credits or one hundred fifty (150) clock hours – fifty cents (\$0.50) per hour above scale

Step Three: Thirty (30) college quarter credits or three hundred (300) clock hours – seventy-five cents (\$0.75) per hour above scale.

Step Four: Forty-five (45) college quarter credits or four hundred fifty (450) clock hours – one dollar (\$1.00) per hour above scale.

Credits and clock hours eligible for this incentive must be: (a) beyond the minimum educational, skill or knowledge requirements for the employee's position; ( b) earned in classes, in-service courses, workshops, seminars, conferences or other trainings that improve the employee's skill or performance in his or her current job classification or advance the District's efforts to improve student learning, as approved by the employee's

supervisor; and (c) documented and turned in to the District office prior to September 1 of the year for which the incentive compensation will be paid. Such enhancements shall be effective September 1 of each year. A supervisor's decision to not approve a course under this section may be appealed by the employee to the Superintendent for final resolution. An employee may be credited only once toward the compensation enhancements in this section for the same course or activity. Salary enhancement pay shall not be taken out of other wage increases provided in this contract.

New employees shall be given credit for all credits earned at the time of hire and earned subsequently, subject to the September 1 deadline each year.

Transportation-specific trainings will be compensated as follows:

Successful Completion of Driver Instructor Training course – thirty-five cents (35¢) an hour more.\*

Completion of a year of Pupil Transportation Management Program – fifteen cents (15¢) an hour more per year completed (4 year program) which is cumulative.

\*rate increase for Driver Trainer incentive shall only apply to driver pay rate (not trainer pay rate).

**Section 17.4.** The District will provide or reimburse the cost of all first-aid/CPR trainings

## ARTICLE 18 - WAGES

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Effective September 1 wages shall be increased by the state inflationary adjustment (implicit price deflator, IPD), if funded by the state. For the 2023-24 work year the IPD is a three and seven tenths percent (3.7%) increase.

*IPD is projected to be 3.9% in 2024-25, but may be changed by the legislature. It is hard to predict what IPD will be in 2025-26.*

**Section 18.1.** All classifications and wage rates are contained in Exhibit A. All employees within the bargaining unit will use direct deposit unless granted a waiver, through written request, to the Superintendent with reason of availability, legal or religious reasons. Employees shall inform payroll of any change in banking services.

**Section 18.2.** Wage Schedule Placement: Any employees who have previous experience with any school district in the state of Washington, and who are hired to perform work similar to that, in which he or she was previously engaged, shall be given credits for years of service experience in the District, but is still subject to a probationary period, except as provided in Paragraph 3 above. Experience transferred between school districts is subject to the provisions of State Law. All new employees will begin on Step I of the salary schedule, except as provided Paragraph 2 above, and be placed in a probationary period, except as provided in Paragraph 3 above. New or rehired employees (including those regular employees who may become substitute employees) may be granted experience step placement on the salary schedule for comparable experience prior to employment in the District.

**Section 18.3.** Due to the nature and extra training required, special needs drivers will receive an additional fifty cents (50¢) per hour in addition to base pay as listed on Exhibit A.

**Section 18.4.** Incremental steps shall be effective on September 1, if the employee was employed prior to February 1 the current calendar year, otherwise the increment will go into effect the next September.

**Section 18.5.** Salaries contained in Exhibit A shall be for the entire term of this agreement.

**Section 18.6.** Should any change in the proper interpretation or application of state law or regulations result from legislative action or unappealed orders of courts of competent jurisdiction, the District and the Union agree to implement such meaning as may result.

The District agrees to pass on to all members of the bargaining unit the state-designated inflationary adjustment (implicit price deflator, IPD) in any year the IPD is funded by the state.

**Section 18.7.** Errors in pay which result in under payment must be corrected in the current payroll period if notification is received in the payroll office by the tenth (10th) of the month, or the next month. Subsequent checks shall then bear the correct monthly pay.

In the event of overpayment, the employee shall be notified prior to deduction, and shall have the right to obtain an adjustment in order to avoid hardship, in accordance with state law.

An employee receiving an overpayment or underpayment has an obligation to notify the Human Resource Department.

**Section 18.8.** SALARIES FOR SUBSTITUTES: Substitutes shall be placed on the schedule A according to their cooperative seniority as determined above, but shall accrue new experience steps.

## **ARTICLE 19 - HEALTH AND WELFARE**

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**Section 19.1.** The District shall participate fully in the SEBB Benefit program. If SEBB shall cease to no longer be funded by the State of Washington the Union shall have the opportunity to bargain the impact under Chapter 41.46 RCW.

**Section 19.2.** Employees covered by this Agreement shall have the full protection of the District's liability insurance coverage.

**Section 19.3.** Medical examinations and drug testing required as a condition of employment shall be paid by the District; provided, however, that the District may designate a specific physician or clinic. If a different physician is selected by an employee for examinations (drug and alcohol tests must be through the District-designated provider), that employee must pay the difference in cost, if it is more than that paid by the District to the District designated physician or clinic. Upon proper documentation from the employee, the District will reimburse the actual amount paid by the employee who selects a different physician up to the dollar amount that the District would have paid to the District's designated physician or clinic. The District does have the right to require a second opinion from the District's designated physician or clinic with the cost being paid by the District. Such appointments are on the employee's own time, but employees may use accrued sick leave to cover time to attend medical examinations required for their commercial driver's license.

**Section 19.4** Drug and Alcohol testing: All holders of a commercial driver's license are subject to drug testing in accordance with federal law, and District policy. Random draw tests shall be given to the employee prior to the driver's next driving assignment, and must be administered during the employee's time at work. Employees will only be subject to random testing on days on which they are subject to work. The District shall assume all cost related to tests, including travel, and current wages. Employees shall have the opportunity to review testing policies and procedures prior to being tested. Testing will remain confidential, any written material or information related to the test shall be retained and secured in the employee's medical file, to which the Superintendent, Transportation Director, or employee shall have access. The District shall post the policy adopted by the School Board for the zero tolerance policy for Alcohol and Drug usage.

## ARTICLE 20 - WORK HOURS

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**Section 20.1.** Overtime at the rate of one and one-half (1½) times the regular rate shall be paid to all employees for any time beyond the regular forty (40) hour week following FSLA standards.

**Section 20.2.** If possible, no drivers shall be allowed to work in excess of forty (40) hours in any one (1) week until all drivers at that hub who wish to work forty (40) hours have been given the opportunity. Additional hours as a result of emergencies, unscheduled mandatory meetings or drug testing shall not count towards this 40-hour threshold.

**Section 20.3.** Should it become necessary for an employee to work overtime for reasons which were outside his/her control, the employee's regular assignment (including any awarded bids) for the week shall not be reduced to avoid overtime

If Overtime shall occur the District agrees to provide the employee with as much advance notice as practicable in the circumstances. If possible, an employee designated to work overtime on days outside his/hers workweek will be advised of the possibility no later than twenty-four (24) hours prior to the end of his/her shift before the overtime commences.

**Section 20.4.** If overtime or extra hours are approved by the Transportation Director, or Superintendent, employees may choose to take the extra time worked as compensatory time. Compensatory time shall be one and one-half (1 ½) hours for each hour worked, for time over forty (40) hours per week or at one (1) hour for each extra hour under forty (40) for the week. Compensatory time shall be taken at a time pre-approved by the Transportation Director or Superintendent as compensatory time is earned. Accumulation and use of compensatory time shall be recorded on a Compensatory Time Log that will be turned in with the employee's monthly timesheet. An accounting of time accumulated and time used shall be available on the monthly pay report. Compensatory time will be granted and administered according to all applicable laws, both state and federal.

**Section 20.5.** Any employee who is requested or personally called back by the supervisor or dispatcher to report to work for any reason will receive at least two (2) hours pay at their regular hourly rate due for that work.

**Section 20.6.** When schools are closed because of inclement weather, ice, snow or other emergencies, school-year employees shall not be required to report to work.

- A. When schools are closed early under this section, employees in the bargaining unit shall be permitted to leave immediately after students are transported home.  
Mechanics shall be permitted to leave once the last route bus has returned, unless



there is necessary work that must be done to maintain operations.

- B. Employees shall suffer no loss in wages, benefits, or contractual or statutory advantages as a result of such work rules.
- C. Make-Up Days: When the District is required by law to make up school days missed due to inclement weather in order to receive its appropriation, such scheduling of make-up days shall be made by the Superintendent with input from the Association.
- D. When the District is not required by law to make up school days missed due to inclement weather in order to receive its full 180 day student school year appropriation based on the School Board's approved application to OSPI, employees shall not be required to make up any days that students are not required to attend.

**Section 20.7.** Substitute assignments not canceled within twelve (12) hours of the show up time (10 minutes prior to route departure time for substitute drivers and assistants), when the District had at least twelve (12) hours' notice that the assignment was no longer available, will be entitled to a thirty-five dollar (\$35) cancellation fee.

Substitutes canceled upon arrival for duties shall be compensated at two (2) hour show up time.

**Section 20.8.** For Pay/timesheet calculations, anytime there is thirty (30) minutes or less between job assignments the time shall run continuously uninterrupted.

## **ARTICLE 21 - YEAR-ROUND EMPLOYEES**

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**Section 21.1.** Mechanic Positions: The District shall allocate to each mechanic up to one thousand dollars (\$1,000.000) for tools yearly to be purchased through and owned by the District. The District shall reimburse each mechanic up to one-hundred fifty dollars (\$150.00) for approved footwear each year, measured from September 1 to August 31. Any unused portion of this reimbursement footwear amount may be carried-over for one year and used by the employee for reimbursement for that school year of up to three-hundred \$300.00.

The District shall make the tool and boot allowance available each September 1.

When a mechanic has their personal tools on site for District use an inventory of the mechanic's personal tools shall be maintained. The District shall be liable for any loss of personal tools including damage and theft so long as the tools were on the inventory list.

On non-school days when temperatures inside the mechanic shop reach ninety (90) degrees or above, as verified by the supervisor, mechanics will be allowed to leave early with pay.

Discuss these two paragraphs: Mechanics are recognized as a vital part of the transportation maintenance and safety system. Their first priority must be vehicle maintenance and safety, therefore they shall not be asked to work outside their classification.

In cases of emergency a bus a mechanic may be asked to drive. -Mechanics shall never be placed on the bus substitute roster/schedule.

## ARTICLE 22 - PERFORMANCE EVALUATIONS

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**Section 22.1.** Upon completion of the probationary period, and annually thereafter, each employee shall have his/her performance evaluated. Each employee shall have his/her evaluation in writing by the Transportation Director. Employees who work less than two-hundred sixty (260) days will be evaluated no later than June 1<sup>st</sup>. The employee will have the opportunity to discuss the completed evaluation with his/her Evaluator

**Section 22.2.** Each evaluation shall concern an employee's work performance focusing on strengths and weaknesses with specific suggestions for improvement, where appropriate.

**Section 22.3.** A copy of each evaluation shall be placed in the employee's personnel file and a copy given to the employee.

**Section 22.4.** An employee may place a written response to any performance evaluation in his/her personnel file. The employee shall have the opportunity to provide a written response to the evaluation within fifteen (15) days upon meeting with the Evaluator. The written response will be attached to the evaluation and become part of the employee's personnel file

**Section 22.5.** If a supervisor identifies areas of needed improvement during the course of a work year, an evaluation shall be completed and a performance improvement plan (PIP) developed, which will include ways that the District can help employees improve their performance including being more effective, more productive and more safe. The PIP shall be for a certain term (not less than thirty (30) days) and another evaluation shall be completed at that time.

New employees shall be informed as to who their Supervisor is and evaluator for evaluation purposes.

**Section 22.6.** The Driver Trainer(s) may conduct the "check rides" portion of the driver evaluations at the request of the Transportation Director. As a standard practice "check rides" shall be conducted during route times.

**Section 22.7.** It is also understood that no drivers will be discriminated against in their evaluations for legitimate use of their leave, lawful Union activities, or any other non-performance related items.

## ARTICLE 23 - CDL REIMBURSEMENT, SAFETY

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**Section 23.** The District shall pay for the cost of CDL physicals for all CDL holders providing the employee utilizes a contractually approved doctor/clinic. The District will reimburse employees not using a District contracted provider up to the amount the District otherwise would have paid a contracted provider. Such appointments are on the employee's own time. Sick leave and/or other types of approved leave may be used to cover time to attend CDL physicals.

**Section 23.1.** All bargaining unit employees have the right to a safe and healthy workplace. The District is committed to provide for a work environment free of workplace violence and other potential hazards to the personal safety of bargaining unit employees.

**Section 23.2.** Drivers will be provided notification of safety concerns consistent with Board Policy, and RCW 28A.320.128. The assigned driver shall treat such information as confidential.

## **ARTICLE 24 - AMENDMENTS**

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**Section 24.1:** This Agreement may be amended at any time by mutual agreement. Any such amendment shall be in writing and shall be executed by all parties hereto and shall be attached to this Agreement.

## **ARTICLE 25 - DURATION OF AGREEMENT**

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**Section 25.1:** This Agreement shall be in full force and effective from September 1, 2023 to August 31, 2026. At least 60 days prior to the expiration of the Agreement, either party may request, in writing, that a conference be held for the purpose of reaching a new Agreement.

## **ARTICLE 26 - SAVINGS CLAUSE**

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**Section 26.1:** Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply to the specific article, section or portion thereof directly specified in the decision. Upon the issuance of such decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

## SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands this 1st day of  
November, 2023.

FOR THE UNION:

 11/1/23

TJ Barnes, Local 1553WT President

  
Dusty Morford, Council 2 Staff Representative

FOR THE DISTRICT:

  
Rich Polkinghorn, WSVSD Superintendent



## SCHEDULE A

## 2023-24 Classified Transportation Salary Schedule

Effective 9/1/2023

[illegible]