

COLLECTIVE BARGAINING AGREEMENT
BETWEEN **PENINSULA SCHOOL DISTRICT**
#401 AND
PUBLIC SCHOOL EMPLOYEES OF PENINSULA
BUS DRIVER UNIT

SEPTEMBER 1, 2019 - AUGUST 31, 2021



Public School Employees of Washington / SEIU Local 1948
P. O. BOX 798
Auburn, WA 98071-0798
866.820.5652
www.pseclassified.org

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1 **Section 1.2.**

2 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties
3 as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the
4 Board of Directors or Superintendent of the District pursuant to RCW 41.56.030(2).
5

6 **Section 1.3. Bargaining Unit Membership.**

7 The bargaining unit to which this Agreement is applicable is as follows: All classified employees
8 performing work in the Bus Driver job and Driver Trainer classification. Substitutes who work greater
9 than thirty (30) cumulative days in the current or immediately preceding school year shall be entitled to
10 the right granted in Section 16.7.
11

12 **Section 1.4.**

13 The District shall enter into no agreement or contract with employees subject to this Agreement which
14 is inconsistent with the terms and conditions of this Agreement.
15

16 **Section 1.5.**

17 Descriptions for all positions subject to this Agreement are attached hereto as informational items.
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21 **ARTICLE II**

22 **RIGHTS OF THE DISTRICT**

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25 **Section 2.1.**

26 It is agreed that the customary and usual rights, powers, functions, and authority of management are
27 vested in management officials of the District. Included in these rights in accordance with and subject
28 to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work
29 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to
30 suspend, discharge, demote, or take other disciplinary action against employees; and the right to
31 release employees from duties because of lack of work or for other legitimate reasons. The District
32 shall retain the right to maintain efficiency of the District operation by determining the methods, the
33 means, and the personnel by which such operation is conducted.
34

35 **Section 2.2.**

36 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
37 District. In making rules and regulations relating to personnel policies, procedures and practices, and
38 matters of working conditions, the District shall give due regard and consideration to the rights of the
39 Association and the employees and to the obligations imposed by this Agreement.
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ARTICLE III
RIGHTS OF EMPLOYEES

Section 3.1.

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group or individual. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

Section 3.2.

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

Section 3.3.

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

Section 3.4. District Transportation Manual.

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

Section 3.5.

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

Section 3.6.

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

Section 3.7. Right to Inspect File.

Section 3.7.A. Personnel File.

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

1 **Section 3.7.B. Supervisor's File.**

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

9
10 **Section 3.7.C. Investigative Files.**

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

13
14 **Section 3.7.1.**

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

18
19 **Section 3.7.2. Complaints.**

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

25
26 **Section 3.7.3. Right to Attach Comments.**

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

29
30 **Section 3.8.**

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

36
37 **Section 3.9. Recording Devices.**

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

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ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1. Employee Representation.

The Association has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing; to consult or to be consulted with respect to the formulation, development, and implementation of industrial relations matters and practices which are within the authority of the District; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the unit.

Section 4.2. Employee Orientation.

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

Section 4.3.

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

Section 4.4. Released Time.

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

Section 4.5. Information Access.

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

Section 4.6. Bulletin Boards.

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

Section 4.6.1.

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

Section 4.7.

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

1 **Section 4.9.**

2 The District will provide the Association reasonable access to new employees of the bargaining unit
3 for the purposes of presenting information about their exclusive bargaining representative to the new
4 employee. The presentation may occur during a new employee orientation provided by the District, or
5 at another time mutually agreed to by the District and the Association. No employee may be mandated
6 to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of
7 this section means: (a) The access to the new employee occurs within ninety (90) days of the
8 employee's start date within the bargaining unit; (b) The access is for no less than thirty (30) minutes;
9 and (c) The access occurs during the new employee's regular work hours at the employee's regular
10 worksite, or at a location mutually agreed to by the District and Association. Bargaining unit
11 employees asked to provide the orientation by the Association must do so outside of their normal
12 working hours.

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16 **ARTICLE V**

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18 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

19
20 **Section 5.1.**

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

24
25 **Section 5.2.**

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

28
29 **Section 5.3. School Calendar Preparation.**

30 It is further agreed that the Superintendent or his designee shall solicit the opinion of the Association in
31 preparing the District's proposal for the annual school calendar.

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35 **ARTICLE VI**

36
37 **CONFERENCE COMMITTEE**

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39 **Section 6.1. Membership.**

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

43
44 **Section 6.2.**

45 The Association representatives pursuant to Section 6.1 shall represent the Association and employees
46 in meeting with officials of the District to discuss appropriate matters of mutual interest. They may
47 receive and investigate to conclusion complaints or grievances of employees and thereafter advise
48 employees of rights and procedures outlined in this Agreement and applicable regulations or directives

1 for resolving the grievances or complaints. They may not, however, continue to advise the employee
2 on courses of action after the employee has indicated that he/she does not desire to pursue a grievance.
3 This does not, however, preclude the Association's right to pursue the matter to conclusion. They may
4 consult with the District on complaints without a grievance being made by an individual employee.
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8 ARTICLE VII

9 HOURS OF WORK AND WORKING CONDITIONS

10 **Section 7.1. Workweek.**

11 The District may assign an employee to a workweek of any five (5) consecutive days which are
12 followed by two (2) consecutive days of rest. The workweek begins on Monday.
13
14

15 **Section 7.2. Route Pack.**

16 Each employee shall be assigned to a route pack during the workweek, at the beginning of each work
17 year, which shall not be changed without prior notice to the employee of three (3) working days before
18 the change is made. The District may change an employee's route pack and/or workweek, without the
19 three (3) day notice, with prior approval of the employee or as a result of a bona fide emergency as
20 determined by the District. "Route pack" shall be defined as a combination of morning, midday and
21 afternoon (which includes activity runs) including regular and special education runs. Each day,
22 employees shall be offered the opportunity to work the total number of minutes in each day of the
23 posted route pack.
24
25

26 **Section 7.3.**

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

31 **Section 7.4.**

32 Employees required to work through their regular lunch periods will be given time to eat at a time
33 agreed upon by the employee and supervisor. In the event the District requires an employee to forego
34 a lunch period and the employee works the entire shift, including the lunch period, the employee shall
35 be compensated for the foregone lunch period in accordance with the terms of this Agreement.
36

37 **Section 7.5. School Closure Procedures.**

38 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the
39 District will make a reasonable effort to notify each employee to refrain from coming to work.
40 Employees reporting to work shall receive a minimum of one (1) hour's pay at regular hourly rate in
41 the event of such a closure; provided, however, no employee shall be entitled to any such
42 compensation in the event of actual notification through the appropriate media by the District of the
43 closure prior to leaving home for work.
44

45 **Section 7.6. Overtime.**

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

1 **Section 7.6.1.**

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

3
4 **Section 7.7.**

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

7
8 **Section 7.8. Safety Check.**

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

12
13 **Section 7.9. Substitutes.**

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

17
18 **Section 7.10. Layover Time.**

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

21
22 **Section 7.10.1. Work During Layover Time.**

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

26
27 **Section 7.11. Minimum Work Shift.**

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

33
34 **Section 7.12.**

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

38
39 **Section 7.12.1.**

40 The District shall provide rest room and telephone access to drivers returning after hours from
41 field trips.

42
43 **Section 7.13. Posting.**

44 Extra transportation trips shall normally be posted on the driver's bulletin board forty-eight (48) hours
45 prior to trip departure. Trips received one day prior to the date of the trip shall be posted on the daily
46 bid board. All drivers may bid on posted trips by seniority number and driver's initials. When trip
47 time conflicts with the driver's regular route pack, drivers may choose to forfeit their morning, midday,
48 afternoon or the driver's regular assigned route to allow them to bid the trip, if substitutes are available

1 to take regular routes. All extra trips, including Sunday and holiday trips, shall be awarded to the
2 senior driver signing up except as hereinafter provided.

3
4 A driver is eligible to be awarded multiple trips in one day, so long as there is one (1) hour between the
5 trips during the workweek and two (2) hours between trips on the weekend or non-school days. The
6 time between trips is calculated by the return to school time of the first trip and departure from school
7 time for the second trip.

8
9 **Section 7.13.1.**

10 Extra trips shall only be awarded to a bidding driver when their dispatch time is equal to or less
11 than forty (40) hours per week, and that extra trip does not create an overtime situation.

12 Dispatch time is defined as all contracted time plus extra hours paid minus paid holiday time
13 and/or paid leave time actually taken. If all bidding drivers would be in an overtime situation,
14 the trip shall be awarded to the senior driver with the least amount of overtime estimated,
15 except for trips beginning on a Sunday or holiday.

16
17 **Section 7.14. Regularly Posted Trips.**

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

20
21 **Section 7.14.1. Change in Assigned Trip.**

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

28
29 **Section 7.14.2. Cancellation.**

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

35
36 **Section 7.15.**

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

40
41 **Section 7.15.1.**

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

44
45 **Section 7.16.**

46 Special assignments, such as extended overnight trips, shall be contracted at the appropriate rate of pay
47 for the actual driving time or the equivalent of eight (8) hours appropriate pay per day, whichever is

1 greater, except for the first day of the trip when pay will be for actual driving time or route pack time,
2 whichever is greater, and on the last day of the trip when pay will be for all time related to the trip.

3
4 Subsistence shall be in conformance with District policy. Drivers will fill out a separate driver's log
5 (time sheet) for each day the driver is on the trip.

6
7 **Section 7.17. Assignments.**

8 All transportation assignments other than bus driving assignments shall be selected on the basis of
9 seniority provided the employee meets the qualifications for the position. Drivers who have been on
10 duty for fifteen (15) hours or more must have at least eight (8) consecutive hours off duty prior to
11 returning to duty.

12
13 **Section 7.18. Assignment of Runs.**

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

19
20 **Section 7.18.1. Exchanging of Midday or Activity Runs.**

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

27
28 **Section 7.19. Route Bumping.**

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

33
34 **Section 7.19.1.**

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

38
39 **Section 7.19.2.**

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

- 42
43 A. The initial bump request must be submitted within the first three (3) working days of the
44 month.
45 B. On the fourth working day of the month, the open position will be posted on the driver
46 bulletin board.
47 C. After this initial bump request, any affected bumped employee must bid related subsequent
48 openings and/or bump a junior employee by 10:00 a.m. of the day following notification.

- 1 D. Notification of intent to bump must be communicated to the Transportation Director or
2 Supervisor by 10:00 a.m.
- 3 E. Affected bumped employees will be notified by the end of their regularly scheduled
4 workday. The subsequent open run shall be posted no later than 10 a.m. the following
5 morning.
- 6 F. After February 1 there will be no more than five (5) "bumps" in route packs due to a single
7 opening or single change in route pack time.
- 8 G. After the bumping process is complete, any newly assigned drivers will start on his or her
9 new route on the beginning of the next workweek.

10
11 **Section 7.19.3. Temporary Open Position of More than Four Months.**

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

- 15
16 A. When a driver is on leave for four (4) or more continuous months during the school year,
17 their route shall fall into the temporary open position category. The midday and activity
18 run portion shall be posted separately and be bid and awarded by seniority.
- 19 B. A second position vacant due to the assignment of an employee bidding to the original open
20 temporary position shall likewise be posted as shall a third position; provided, however,
21 that subsequent openings beyond the third, if any, shall require that any employee bidding
22 must increase their weekly time by two and a half hours.
- 23 C. The remaining open position shall be filled by a substitute employee.

24
25 **Section 7.19.4.**

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

29
30 **Section 7.19.5.**

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

35
36 **Section 7.19.6.**

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

39
40 **Section 7.19.7. Temporary Positions of Less than Four Months.**

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

45
46 **Section 7.20. Open Position Posting.**

47 The District shall publicize within the bargaining unit for three (3) working days the availability of an
48 initial open position or run as soon as possible after the District is apprised of the opening. Subsequent

1 open positions or runs that result from the initial open run award to a bargaining unit member shall be
2 publicized within the bargaining unit for one (1) working day (10:00 a.m. to 10:00 a.m.). All open
3 positions or runs shall be filled as soon as reasonable after closing.

4
5 **Section 7.21.**

6 If a portion of a driver's regular route is cancelled or changed, the District may request that the driver
7 slide the start and end of their assigned run by no more than thirty (30) minutes to drive an uncovered
8 run. The employee may decline to move his or her route start and end time. The request may not
9 decrease daily route pack time.

10
11 **Section 7.21.1.**

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

15
16 **Section 7.22.**

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

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21
22 **ARTICLE VIII**

23
24 **HOLIDAYS AND VACATIONS**

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27 **Section 8.1. Days.**

28 All employees shall receive the following paid holidays:

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

39
40 **Section 8.1.1.**

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

44
45 **Section 8.1.2. Unworked Holidays.**

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

1 At the time of separation from school district employment due to retirement* or death, an
2 eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1)
3 day's current monetary compensation to the employee for each four (4) full days accrued sick
4 leave for illness or injury.

5
6 *For the purposes of this provision, retirement shall be defined as when an employee is eligible
7 to receive benefits under the Public Employment Retirement System.

8
9 **Section 9.2.**

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

12
13 **Section 9.3. Uses of Sick Leave.**

14 Absences warranting use of sick leave are:

- 15
16 A. Personal illness or injury.
17 B. Leave for emergencies. An emergency is defined as an unexpected situation or sudden occurrence
18 of a serious or urgent nature that demands immediate attention involving the employee or when
19 pre-planning would not have alleviated the need for the employee's absence.
20 C. Appointments with medical or dental doctors or other legally recognized practitioners to prevent
21 illness or preserve health of the employee and which cannot be scheduled outside of school hours.
22 D. In accordance with RCW 49.12.270, as now or hereafter amended, to care for a child of the
23 employee with a health condition that requires treatment or supervision, or a spouse, parent, parent-
24 in-law, or grandparent of the employee who has a serious health condition or an emergency
25 condition.
26 E. The District and the employees shall comply with federal and state laws and regulations and
27 District policy regarding family and medical leave provisions.

28
29 **Section 9.3.1. Bereavement Leave.**

30 Bereavement leave days will be granted as defined below, provided one of the bereavement
31 leave days includes the day of the funeral. Additional bereavement leave days, in excess of the
32 days allocated according to this section, shall be considered and may be granted at the
33 discretion of the Superintendent or his/her designee. Bereavement leave is non-cumulative.

- 34
35 A. Up to five (5) days bereavement leave shall be granted on the occurrence of the death of the
36 employee's spouse, son, daughter, father, mother, or step-parent.
37 B. Up to three (3) days of bereavement leave shall be granted on the occurrence of the death of
38 the employee's sister, brother, grandchild, mother-in-law, father-in-law, and any other
39 relative who is a member of the employee's household, or of whom the employee is the sole
40 support.
41 C. One (1) day of bereavement leave on the occurrence of the death of other immediate family
42 members which shall include grandparents, son-in-law, daughter-in-law, brother-in-law and
43 sister-in-law.

44
45 **Section 9.3.2. Personal Leave.**

46 All bargaining unit members may take up to three (3) days of personal leave per year, non-
47 cumulative, to conduct personal business which cannot be conducted outside of normal
48 working hours. Employees shall provide the Transportation Supervisor with no less than five

1 (5) days' notice. Such leave shall be granted as soon as possible in advance, except in
2 emergency situations where a sufficient number of personnel are not available to provide
3 necessary District operation. Any use of personal leave will be deducted from an employee's
4 accumulated sick leave. Personal leave may not be used during the first two weeks of
5 September, or to extend school breaks or a holiday except for extraordinary family related
6 events (e.g. weddings or graduations) where scheduling the event is outside the control of the
7 employee.

8 9 **Section 9.4. Maternity Leave.**

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

18 19 **Section 9.4.1. Paternity/Adoption Leave.**

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

25 26 **Section 9.5. Judicial Leave.**

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

35 36 **Section 9.6. Leave of Absence.**

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

43 44 **Section 9.7.**

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

1 **Section 9.8. Protracted Illness Leave.**

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

5
6 **Section 9.8.1.**

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

19
20 **Section 9.8.2. ADA Compliance.**

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

25
26 **Section 9.9.**

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

31
32 **Section 9.10.**

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

37
38
39
40 **ARTICLE X**

41
42 **PROBATION, SENIORITY, AND LAYOFF PROCEDURES**

43
44 **Section 10.1. Seniority Date.**

45 The seniority of an employee within the bargaining unit shall be established as of the date on which the
46 employee began continuous daily employment (hereinafter "seniority date") unless such seniority shall
47 be lost as hereinafter provided; provided, however, time spent as a substitute employee shall not count

1 for purposes of seniority. Employees on leave due to an industrial injury shall not be negatively
2 affected by this section.

3
4 **Section 10.2. Probationary Period.**

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

8
9 **Section 10.3.**

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

12
13 **Section 10.4. Loss of Seniority.**

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

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

20
21 **Section 10.5.**

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

26
27 **Section 10.6. Application of Seniority.**

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

30
31 **Section 10.7.**

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

34
35 **Section 10.8. Layoff.**

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

41
42 **Section 10.8.1.**

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

45
46 **Section 10.9.**

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

1 **Section 10.10. Recall from Layoff Status.**

2 An employee shall forfeit rights to reemployment as provided in Section 10.9 if the employee does not
3 comply with the requirements of Section 10.10, or if the employee does not respond to the offer of
4 reemployment within seven (7) days.

5
6 **Section 10.11.**

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

10
11
12
13 **ARTICLE XI**

14
15 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

16
17 **Section 11.1. Just Cause.**

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

22
23 **Section 11.2.**

24 Normal termination or resignation shall require a two (2) week notice.
25
26
27

28 **ARTICLE XII**

29
30 **INSURANCE AND RETIREMENT**

31
32 **Section 12.1. Health Benefits.**

33 The District shall contribute monthly the state apportioned amount for medical benefits, less the Health
34 Care Authority Retirement deduction, toward the monthly premium cost of employee insurance.
35 Contribution shall be paid toward the cost of District approved insurance programs for employees on a
36 full-time-equivalency basis of 1,440 hours.

37
38 **Section 12.1.1.**

39 The amount of state insurance benefits received by the District for the employees of the
40 bargaining unit shall be pooled for the benefit of bargaining unit employees in a manner
41 mutually agreeable to the District and the Association.

42
43 **Section 12.2.**

44 The District shall provide tort liability coverage for all employees subject to this Agreement but
45 limited to public bodily injury and property damage liability coverage as provided in the District's
46 liability insurance policies.
47
48

1 **Section 12.3. Physical Examinations.**

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

10
11 **Section 12.4.**

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

16
17 **Section 12.5.**

18 The Association shall appoint one representative to the District-wide insurance benefits committee.
19 The District shall schedule meetings of the committee or provide release time so that the bargaining
20 unit representative will not lose route-pack wages for participating on the committee.

21
22 **Section 12.6.**

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

26
27
28 **ARTICLE XIII**

29
30 **VOCATIONAL TRAINING**

31
32
33 **Section 13.1.**

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

36
37 **Section 13.2.**

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

39
40 **Section 13.2.1.**

41 Salary and reimbursement for employees subject to this Agreement to attend recognized
42 vocational courses.

43
44 **Section 13.2.2.**

45 Expenses and materials to establish courses of study within the confines of the District which
46 would be of mutual benefit to the employee and the District.

1 settlements, judgments, costs and expenses (including attorneys' fees) that arise out of any action taken
2 or not taken by the District in implementation of this section.

3
4
5
6 **ARTICLE XV**

7
8 **GRIEVANCE PROCEDURE**

9
10 **Section 15.1.**

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

14
15 **Section 15.2. Grievance Steps.**

16
17 **Section 15.2.1. Step One.**

18 Employees shall first discuss the grievance with their immediate supervisor. If employees so
19 wish, they may be accompanied by an Association representative at such discussion. All
20 grievances not brought to the immediate supervisor in accordance with the preceding sentence
21 within ten (10) working days of the occurrence of the grievance shall be invalid and subject to
22 no further processing. The supervisor has five (5) working days to respond from the date of
23 receipt of Step One-Verbal.

24
25 **Section 15.2.2. Step Two.**

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

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

34
35 The employee shall submit the written statement of grievance to the immediate supervisor for
36 reconsideration and shall submit a copy to the HR Director. The parties will have ten (10)
37 working days from submission of the written statement of grievance to resolve it by indicating
38 on the statement of grievance the disposition. If an agreeable disposition is made, all parties to
39 the grievance shall sign it.

40
41 **Section 15.2.3. Step Three.**

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

1 **Section 16.3.**

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

3
4 **Section 16.4. Employee Travel.**

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

7
8 **Section 16.5. Overnight Travel Reimbursement.**

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

11
12 **Section 16.6.**

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

15
16 **Section 16.7. Substitute Employees.**

17 Substitute employees defined in Section 1.3. shall receive the regular substitute rate of pay on
18 Schedule A. If one of these substitute employees becomes a regular employee, he or she shall receive
19 the regular hourly rate of pay while serving the probationary period under Section 10.2. If one of these
20 employees is called in for a run that is cancelled, he or she shall be paid a two (2) hour call-in,
21 provided they report to the transportation supervisor or designee and perform other job related duties
22 assigned by the District. These employees shall receive no other contractual benefits.

23
24 **Section 16.8.**

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

28
29 Indispensable personal property shall be defined as personal materials required for the employee to
30 perform their job duties, such as eyeglasses, hearing aids, dentures, watches and clothes. Claims must
31 be in writing on an incident report form describing detail of the assault listing all damages incurred
32 noting a date, hour and witnesses. This written description will be forwarded by the building
33 administrator to the District office.

34
35
36
37 **ARTICLE XVII**

38
39 **COMMERCIAL DRIVERS LICENSE DRUG TESTING**

40
41 **Section 17.1. Drug Testing.**

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

- 46 A. An immediate ten (10) day suspension without pay.
47 B. A required assessment and evaluation by an approved substance abuse professional at the
48 employee's expense.

- 1 C. Complete compliance by the employee with the recommendations provided through the substance
- 2 abuse professional.
- 3 D. Submission to a return to duty test.
- 4 E. Being subject to follow-up testing after returning to work.
- 5 F. Immediate termination for any follow-up blood alcohol test above .02.

6
7 In the event of reasonable suspicion testing, the employee, at his/her option, may have PSE
8 representation to accompany the driver and the District representative to the medical facility, provided
9 such representation does not delay testing, disrupt student bus service or cost the District money.

10
11 **Section 17.2. Refusal to Test.**

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

13
14 **Section 17.3. Confirmation Testing.**

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

17
18 **Section 17.4. Confidential Files.**

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

22
23 **Section 17.5. Reasonable Suspicion Testing Records.**

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

28
29 **Section 17.6. Cost of Time, Testing, Assessment and Treatment.**

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

- 31
- 32 A. Employees shall be paid at their regular rate of pay for any time drug or alcohol testing, except pre-
- 33 employment testing, return to work testing and testing which occurs while an employee is on
- 34 suspension.
- 35 B. The District shall pay the complete cost of random, post-accident and reasonable suspicion testing.
- 36 C. The employee shall pay the cost of any assessment, counseling or other related treatment.
- 37 D. The employee shall pay the cost of any required testing during treatment, as well as return to work
- 38 testing.
- 39 E. An employee shall be made whole in the event of time off for a confirmation test which comes
- 40 back negative.

41
42 The District shall provide such in-service and informational material as deemed appropriate to appraise
43 employees of the testing provisions contained in the law and Board policy.

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ARTICLE XVIII

TERM AND SEPARABILITY OF PROVISIONS

Section 18.1. Duration of Contract.

The term of this Agreement shall be September 1, 2019 to August 31, 2021.

Section 18.2.

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

Section 18.3.

This Agreement may be reopened at any time during its term upon mutual consent of the parties in writing. For the 2019-2020 and 2020 – 2021 school years, the wage rates specified in Schedule A shall be increased by the implicit price deflator (IPD) for that fiscal year, using the official current base, compiled by the Bureau of Economic Analysis, United States Department of Commerce.

Section 18.4.

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

Section 18.5.

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

Section 18.6.

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

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SIGNATURE PAGE

**PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948**

**PUBLIC SCHOOL EMPLOYEES OF
PENINSULA BUS DRIVER UNIT #607**

PENINSULA SCHOOL DISTRICT #401

**BY: _____
Demaris Hendrix, Chapter President**

**BY: _____
Karen Andersen, Chief Financial Officer**

DATE: _____

DATE: _____

1 Peninsula Bus Drivers #607
2 Peninsula School District #401
3 Schedule A
4 September 1, 2018 – August 31, 2019
5

<u>Yrs.</u>	<u>Wage Rate</u>
1-3	\$21.63
4-6	\$22.41
7-9	\$23.23
10-13	\$24.02
14-17	\$24.76
18-20	\$25.54
21-24	\$26.31
25-29	\$26.99
30+	\$28.08

18
19
20 Substitutes

21 0-359 hrs – 90%	\$17.73*
22 360 – 719 hrs – 95%	\$18.72*
23 720 + hrs – 99%	\$19.50*

24
25 Driver Trainer: \$1.00 above regular driver rate at the step the employee has achieved.
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