

## LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 AUBURN PSEA-T CHAPTER AND THE AUBURN SCHOOL DISTRICT #408. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to amend the following Sections in the Collective Bargaining Agreement:

### 7.0. DEFINITIONS

Assignment: An assignment is defined as a combination of daily assigned work for basic and special education needs performed by a driver or transportation assistant and is consistent throughout the year. An assignment could contain up to three (3) portions; a full AM, full Mid-Day, and full PM.

Open Assignment: Open Assignment(s) means an assignment(s) for which no regular driver(s) and transportation assistant(s) has continuing claim.

Extra Time/Trips: Extra Time/Trips are defined as all other extra time/trips that are neither under an employee's regular assignment and can include, but is not limited to, field trips, sports trips, substituting for another driver, shuttles that fall outside a driver's assignment, temporary assignment, or substitute assignment, and kindergarten helpers during the first week of school. Extra Time is not defined as inservice days as outlined in Section 7.7.20.

Conference Day Pay: Drivers will be paid straight through from clock-in for the AM route to clock-out for the PM route on conference days. Drivers must be available during all paid time.

Midday: Midday is defined as the middle portion of an assignment.

Itinerate Students: Those students that fall under the McKinney/Vento Act.

Cancellation/No Show: Both situations mean that when a driver/transportation assistant who has arrived at transportation for their trip assignment and it is subsequently cancelled, or the group is a no show, will be paid a two (2) hour minimum, unless the time is continuous.

Transportation Assistants: Employees hired to assist the bus driver with student needs.

Floater Driver: Regular drivers who will fill routes temporarily vacant by the regular route driver. These drivers shall be paid a minimum of four and a half (4½) hours per day. These drivers shall be entitled to all benefits of the contract, including but not limited to, placement on Schedule A, insurance allocation and retirement plans. Assignments will be given by a transportation administrator. Seniority rights are the same as the rest of the drivers. For trip purposes only, the gate times for the first floater position shall be 6:00am to 8:00am and 1:40pm to 3:40pm, and the gate times for the second floater position shall be 6:30am to 8:30am and 2:00pm to 4:00pm.

**Work Year:** The work year shall be defined as the first day of work in the current school year and the last day worked during the current school year.

**Section 7.4. Daily Time Computation.**

The total time worked per day will be paid out based on the employee's clock in/out.

**Section 16.3.**

All trainee bus drivers (Category I-III) contingent upon being hired and after having completed thirty (30) workdays without a chargeable accident will be reimbursed at the rate shown below for a portion of their following fees at the rate shown, or hereafter, as amended by the State of Washington, and the Department of Motor Vehicles. In addition, a two hundred fifty dollar (\$250) stipend will be awarded.

**Category I Trainee has a Class A or B CDL with Passenger Endorsement/S-Endorsement/Airbrakes.**

Drug Screen	\$45.00	
Fingerprinting	\$55.00	
Total	\$100.00	Reimbursement \$65.00

**Category II Trainee has a Class A or B CDL**

Drug Screen	\$45.00	
Fingerprinting	\$55.00	
CDL Written Test	\$35.00	
CDL Permit	\$40.00	
CDL Skills Test	\$140.00	
Endorsements	\$27-\$112.00	
Total	\$312 - \$397	Reimbursement \$85.00 (if road test is not required; \$100.00 if road test is required.)

**Category III Trainee has no CDL**

Drug Screen	\$45.00	
CDL Written Test	\$35.00	
CDL Skills Test	\$110.00	
CDL Physical	\$121.00	
CDL Permit	\$40.00	
License Conversion	\$54-\$156	
Fingerprinting	\$55.00	
Total	\$449.00-\$551.00	Reimbursement \$135.00

**Section 8.1. Holidays.**

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

- |                                 |                           |
|---------------------------------|---------------------------|
| 1. Labor Day                    | 7. New Year's Eve         |
| 2. Veterans Day                 | 8. New Year's Day         |
| 3. Thanksgiving Day             | 9. Martin Luther King Day |
| 4. Native American Heritage Day | 10. Presidents' Day       |
| 5. Christmas Eve                | 11. Memorial Day          |
| 6. Christmas Day                | 12. Independence Day      |
| 13. Juneteenth                  |                           |

When any of the aforementioned holidays fall on Saturday, Sunday, or a day on which school is held, an equivalent day will be given at the convenience of the District.

**Section 8.1.1.**

Eligible employees will receive pay equal to their normal workday at the appropriate rate in effect at the time the holiday occurs if all of the following conditions are met:

1. The employee receives a paycheck during the period of the holiday;
2. The employee has worked the full PM assignment **of the last scheduled workday** before the holiday, and the full AM assignment **of the first scheduled workday** following the holiday will be eligible for pay for such unworked holiday.

An exception to the above conditions will occur if the employee did not work but was on an authorized paid leave, provided, if the employee was on paid sick leave, the employee must furnish a physician's statement that the employee was unable to work on either of such days due to illness or injury to themselves or to another member of the family covered by sick leave (e.g., dependent child under the age of eighteen with a health condition that requires treatment or supervision).

**Labor Day Pay:** If the work year begins prior to Labor Day, Drivers and Transportation assistants shall receive their Labor Day holiday pay based on the highest number of all hours driven/worked (including AM/PM assignment, mid-day, and extended day/conference day) on any one (1) day during the week of Labor Day not to exceed eight (8) hours.

**4<sup>th</sup> of July Pay:** To receive the holiday pay for the 4<sup>th</sup> of July, employees need to work the last day of school and start a summer school assignment within seven (7) calendar days of the 4<sup>th</sup> of July holiday or observed holiday.

**Section 8.1.2. Worked Holidays.**

Employees who work on the above described holidays will receive the pay due them for the holiday, plus one times their base rate for all hours worked on such holidays. Employees who work on any of the above holidays will be paid for not less than two (2) hours.

A new section of the CBA, 8.1.3. shall be added to the Agreement as follows:

**Section 8.1.3.**

**Holiday pay shall be based on assigned route time and shall be calculated separately from the employee's four and one-half (4½) hours twelve (12) month prorate payroll warrant.**

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948

AUBURN PSEA-T CHAPTER #702

BY: Kim Capitan  
Kim Capitan, Chapter Co-President

DATE: 9-25-23

BY: Daniella Walter  
Daniella Walter, Chapter Co-President

DATE: 9-25-23

BY: Jodi M. Gagnon  
Jodi Gagnon, Negotiation Chair

DATE: 9-25-23

AUBURN SCHOOL DISTRICT # 408

BY: Chris Callaham  
Chris Callaham, Executive Director of HR

DATE: 9/25/23