

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**PUBLIC SCHOOL EMPLOYEES OF
AUBURN TRANSPORTATION #702**

AND

AUBURN SCHOOL DISTRICT #408

SEPTEMBER 1, 2019 – AUGUST 31, 2022



Public School Employees of Washington/SEIU Local 1948

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DECLARATION OF PRINCIPLES

1. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.
2. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained to promote the general efficiency, morale, and security of the employee, as well as the employee's positive and zealous contributions between the parties hereto.
3. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by the appropriate application of the Public Employees' Collective Bargaining Act.
4. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well being of employees within the spirit of the Public Employees Collective Bargaining Act.

PREAMBLE

This Agreement is made and entered into between Auburn School District (hereinafter "District" or "Employer") and the Public School Employees of Auburn/Transportation (PSEA/T), an affiliate of the Public School Employees of Washington (hereinafter "Association").

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

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. Recognition.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.4, and the Association recognizes the responsibility of representing equally and fairly the interests of all such employees.

1 **Section 1.2. Excluded Positions.**

2 Nothing contained herein will be construed to include in the bargaining unit any person whose duties
3 as deputy, administrative assistant, dispatcher, supervisor, foreman or secretary necessarily imply a
4 confidential relationship to the Board of Directors or Superintendent of the District pursuant to
5 RCW 41.56.030 (2).
6

7 **Section 1.3. Job Descriptions.**

8 The District will provide the Association President and Field Representative with a job description and
9 such amendments, changes, and additions to the job description as they may from time to time occur.
10

11 **Section 1.4. Bargaining Unit.**

12 The bargaining unit to which this Agreement is applicable shall consist of all regular transportation
13 drivers, Transportation assistants, and all substitute transportation drivers and substitute Transportation
14 assistants covered by Section 1.4.1.
15

16 **Section 1.4.1. Substitutes.**

17 It is understood that substitute transportation drivers and Transportation assistants who have
18 worked thirty (30) or more days as bus drivers and/or Transportation assistants for Auburn
19 School District in the current or immediately preceding school year, shall be represented by the
20 Association. Prior to accumulating those number of days, they shall be paid the substitute
21 wage rate. Such substitutes shall not be covered by any other terms and conditions of this
22 Agreement unless they are a regular transportation employee.
23

24 If they are a regular driver or regular transportation assistant who substitutes in a similar
25 position to the one the employee holds, they will receive their regular wage rate with a two (2)
26 hour minimum for any of the three (3) portions of the assignment, AM, Mid-Day, PM, for
27 which they are substituting.
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31 **ARTICLE II**

32 **RIGHTS OF THE EMPLOYER**

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35 **Section 2.1.**

36 It is agreed that the statutory, customary and usual rights, powers, functions, and authority of
37 management are vested in management officials of the District. Without in any way limiting the
38 generality of the foregoing, this will include rights in accordance with applicable laws and regulations
39 and the provisions of this Agreement to direct the work force, the right to hire, promote, retain,
40 transfer, and assign employees in positions; the right to suspend, discharge, demote or take other
41 disciplinary action against employees; and the right to release employees from duties because of lack
42 of work or for other legitimate reasons. The District will retain the right to maintain efficiency of the
43 District operation by determining the methods, the means, and the personnel by which such operation
44 is conducted.
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1 **Section 2.2.**

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

9
10 **RIGHTS OF EMPLOYEES**
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12 **Section 3.1. Protected Employee Rights.**

13 It is agreed that the employees in the unit defined herein will have and will be protected in the exercise
14 of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The
15 freedom of such employees to assist the Association will be recognized as extending to participation in
16 the management of the Association, including presentation of the views of the Association to the Board
17 of Directors of the District or any other governmental body, group or individual. The District will take
18 whatever action required or refrain from such action in order to assure employees that no interference,
19 restraint, coercion, or discrimination is allowed within the District to encourage or discourage
20 membership in any employee organization.
21

22 **Section 3.2. Matters of Personal Concern.**

23 Each employee will have the right to bring matters of personal concern to the attention of appropriate
24 Association representatives and/or appropriate officials of the District.
25

26 **Section 3.3. Non-Discrimination.**

27 Neither the District, nor the Association, shall unlawfully discriminate against any employee subject to
28 this Agreement on the basis of race, creed, color, sex, gender identification, national origin, age,
29 marital status or because of the presence of any sensory, mental or physical handicap with respect to a
30 position, the duties of which may be performed efficiently by an individual without danger to the
31 health or safety of the handicapped person or others, or in their exercise of their rights under
32 Chapter 41.56 RCW, Public Employees' Collective Bargaining Act; provided, however, that nothing in
33 this Agreement shall be in conflict or inconsistent with the District's affirmative action program.
34

35 **Section 3.4. Affirmative Action.**

36 The Association agrees with and supports the concept of affirmative action. Therefore, the parties
37 mutually agree to use their best efforts to ensure that this Agreement will not be in conflict with or
38 inconsistent with the District's affirmative action program.
39

40 **Section 3.5. Americans with Disabilities.**

41 The Association agrees with and supports the concept of accommodation obligations under the
42 provisions of the Americans with Disabilities Act; therefore, the parties mutually agree to use their best
43 efforts to ensure that this agreement will not be in conflict with or inconsistent with the District's and
44 Association's responsibilities to accommodation obligations under the provisions of the American with
45 Disabilities Act.
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1 **Section 3.6. Personnel Files.**

2 Employees shall, upon request, have the right to inspect all contents of their personnel file. The
3 personnel file will be maintained in the District personnel office and will be available for inspection at
4 that location by the employee in the presence of a representative of the personnel office. A copy of
5 any document in the personnel file shall be made available to the employee, upon request, at the
6 employee's cost. The employee may enter a written statement of explanation or clarification to any
7 information contained in the file. The employee will be notified of the entry of any derogatory
8 information into the employee's personnel file within twenty (20) work days of such entry. Any
9 derogatory information, of which the employee is not advised, shall not be relied upon in matters of
10 discipline. Employees, at their discretion, may add materials which they deem appropriate.
11 Employees may request the removal of negative materials after twenty-four (24) months.
12

13 **Section 3.7. Evaluations.**

14 Ninety (90) Day and Annual Evaluations will only be completed by transportation administrators.
15

16 **Section 3.8. Electronic Bus Monitoring Equipment.**

17 The purpose of electronic monitoring equipment, with/without audio capabilities on a bus is to provide
18 the bus driver with tools to assist in student management. The increased monitoring, including GPS
19 and Tablets, will enable the driver to maximize the time spent on safely transporting students.
20

21 Electronic monitoring equipment will be installed on buses with the driver's knowledge unless the
22 driver waives, in writing, such advance knowledge. Drivers or principals may request an installation in
23 writing through the transportation department. The recording medium shall remain in the bus for
24 continuous recording unless it needs to be removed for viewing or to support student disciplinary
25 action.
26

27 All viewing will take place in the transportation department, school related sites, or the appropriate
28 school building. Viewing will take place in a private setting behind closed doors. Other than the
29 driver/TA, transportation administrators are the only authorized transportation personnel who may
30 view the electronic file, unless permission is granted by the driver or TA.
31

32 Drivers/TAs shall be notified, in writing, that the video is being viewed by the district or non-district
33 persons.
34

35 Records not retained as evidence to support student disciplinary action shall be recycled. Records
36 retained as evidence or to support student disciplinary action will be subject to the Washington State
37 Local Government Records Retention Schedule.
38

39 If action is required, the driver, transportation assistant, the transportation administrator or
40 management designee, the principal of the appropriate school, the student involved, and
41 parent(s)/guardian(s) may be contacted. If deemed necessary, a meeting between the parties involved
42 will be requested.
43

44 In the case of an unresolved situation or an appeal, the electronic file will not be altered/recycled until
45 the situation is fully resolved. Driver and/or TA will be notified that the data is being stored.
46

47 Recordings are public records and subject to disclosure upon request under the Washington Public
48 Records Act, RW 42.56.

1 **Section 3.9. Drug and Alcohol Testing.**

2 The District will pay for random, post-accident, and reasonable suspicion testing. If the employee
3 requests that a split sample be tested, the cost of the split sample test will be paid by the employee if
4 the split sample test result is positive, or if the split sample test result is negative, the cost of the split
5 sample test will be paid by the District. The employee will pay the cost of any required testing during
6 treatment. If the District determines that the employee is to be allowed to return to work, the employee
7 will pay for return to work testing. The District will pay the cost of any follow-up testing after a return
8 to work. Counseling and rehabilitation costs shall be the responsibility of the employee if the EAP or
9 Medical Plan does not cover the costs. Employees will be paid at their regular rate of pay for any
10 testing, except return to work testing, and testing which occurs while an employee is on suspension
11 under this section. Mileage reimbursement, if any, shall be according to the Collective Bargaining
12 Agreement. Refusal to submit to any required testing shall result in immediate termination. The
13 District will contract with an established reputable agency to administer appropriate elements of this
14 Act. The District will consult with the Association if an agency change is being considered.

15
16 An employee having an alcohol test result of .02 or greater, or an employee testing positive for drugs,
17 shall be disciplined in accordance with Section 11.1 of this Agreement. All test results will remain
18 confidential and will be kept in a file separate from the employee's regular personnel file. Employees
19 and PSE (with the employee's consent) will be permitted access to such files upon request. The
20 employee shall have access to other rights in the Collective Bargaining Agreement, if required by
21 federal or state laws, during any suspension (e.g., sick leave, family and medical leave).

22 The District will not place names of drivers/Transportation assistants who are on any school board
23 authorized leave of absence (paid or unpaid) in the testing pool until they return to duty.

24 Drivers/Transportation assistants who are on authorized leave of absence will not be called in, nor
25 disciplined for failure to participate in any testing activities under these particular leave circumstances.

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28 **ARTICLE IV**

29
30 **RIGHTS OF THE ASSOCIATION**

31
32 **Section 4.1.**

33 The Association has the right and responsibility to represent the interests of all employees consistent
34 with Section 1.4 of this Agreement; to present its views to the District on matters of concern, either
35 orally or in writing; to consult or to be consulted with respect to the formulation, development, and
36 implementation of industrial relations matters and practices, regarding wages, hours and working
37 conditions, which are within the authority of the District; and to enter collective negotiations with the
38 object of reaching an agreement applicable to all employees within the unit.

39
40
41 **Section 4.1.1.**

42 The District shall, when possible, make its best efforts to provide notice to the union of any
43 principal waivers requested pursuant to the provisions of RCW 28A.30 if said waivers directly
44 impact any union member.

45
46 **Section 4.2.**

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

1 **Section 4.3.**

2 The President of the Association and designated representatives will be provided time off to a
3 maximum of ten (10) days per year to attend meetings when the purpose of those meetings is in the
4 best interests of the District as determined by the District administration.

5
6 **Section 4.4.**

7 The District will provide a monthly copy of employees, new hires, retirements and terminations to the
8 Association's President and two (2) copies of the District directory. This information shall include for
9 each employee: full name, address, telephone number, job title, hours per day, days per year, hire date,
10 and rate of pay of each employee.

11
12 **Section 4.5.**

13 Representatives of the Association, upon making their presence known to the District, will have access
14 to the Transportation Department premises of the District during business hours, providing that no
15 conferences or meetings between employees and Association representatives will in any way hamper
16 or obstruct the normal flow of work.

17
18 **Section 4.6. Bulletin Board Space.**

19 The District will provide bulletin board space at each facility for the use of the Association. Size,
20 location, etc., will be at the discretion of the administrator in charge of the facility. The Association
21 accepts the responsibility for all information posted and appearing on the space provided.

22
23 **Section 4.7. Work Year Calendar.**

24 The Association president, or designee, shall participate on the District’s calendar committee.
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28 **ARTICLE V**

29
30 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

31
32 **Section 5.1.**

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

36
37 **Section 5.2.**

38 It is further agreed and understood that the District will inform the Association and meet with the
39 Association at a reasonable time and place for discussions regarding substantive changes in wages,
40 hours, benefits and working conditions.
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ARTICLE VI

CONFERENCE COMMITTEE

Section 6.1. Conference Committee Meetings.

The Association will designate a Conference Committee of three (3) members who will meet with District designated representative(s) on a mutually agreeable regular basis to discuss appropriate matters of mutual interest. Such meeting will not interfere with the normal operation of the department. The District will provide suitable space to conduct such meetings. The Association may, at its discretion, include a PSE of Washington Field Representative to participate in the Conference Committee.

Section 6.2. Attendance at Conference Committee.

Such meetings will not interfere with the normal operation of the department. Time during working hours will be allowed the Conference Committee for attendance at meetings with the District. The employees will report their return to work to their supervisors.

Section 6.3. Conference Committee Minutes.

When formal meetings are held between the Conference Committee and the District designated representative(s) pursuant to Section 6.1, formal minutes will be prepared if requested by either party prior to said meeting. The District will arrange for the preparation of said minutes and a draft will be made available to the Conference Committee for review prior to final preparation. The Association will be furnished copies of the completed minutes.

ARTICLE VII

HOURS OF WORK

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.

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

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

6
7 Transportation Assistants: Employees hired to assist the bus driver with student needs.

8
9 Floater Driver: Regular drivers who will fill routes temporarily vacant by the regular route driver.
10 These drivers shall be paid a minimum of 4.5 hours per day. These drivers shall be entitled to all
11 benefits of the contract, including but not limited to, placement on Schedule A, insurance allocation
12 and retirement plans. Assignments will be given by a transportation administrator. Seniority rights are
13 the same as the rest of the drivers. For trip purposes only, the gate times for one Floater position shall
14 be 6:00 to 8:00 and 1:40 to 3:40, and the gate times for the second Floater position shall be 6:30 to
15 8:30 and 2:00 to 4:00.

16
17 **Section 7.1. Work Week.**

18 The normal workweek will consist of five (5) consecutive days followed by two (2) consecutive days
19 of rest. For purposes of this section the first day of the week will normally be Monday.

20
21 **Section 7.2. Rest Break.**

22 Employees will be granted a fifteen (15) minute rest period for each two (2) hours of work, provided
23 they have a continuous assignment of three (3) hours or more. In the event an employee does not
24 receive said fifteen (15) minute rest period, compensation shall be made for that portion of the fifteen
25 (15) minute rest period not received. Lunch time will serve in lieu of a rest period when applicable.

26
27 **Section 7.3. Worked Meal Break.**

28 Employees required to work through their regular lunch periods will be given time to eat at a time
29 agreed upon by the employee and director or designee. In the event the District requires an employee
30 to forego a lunch period, compensation shall be made for the forgone lunch period at the regular rate of
31 pay and overtime rates when over forty (40) worked hours in a week. No employee will be required to
32 work more than five (5) consecutive hours without receiving an appropriate thirty (30) minute duty
33 free lunch period.

34
35 **Section 7.4. Daily Time Computation.**

36 The total time worked per day will be computed to the nearest one-fifth (1/5) of an hour.

37
38 **Section 7.5. Unusual School Closure.**

39 In the event of an unusual school closure, the District will notify employees through normal emergency
40 closure procedures. Should an employee not be notified in accordance with said procedure and report
41 to work, such employee will be compensated for two (2) hours work at base rate. If Auburn School
42 District is closed, there will be no out of district transportation.

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1 **Section 7.6. Overtime.**

2
3 **Section 7.6.1.**

4 Overtime assignments will be distributed in accordance with the seniority provisions as
5 hereinafter provided. In the assignment of overtime, the District agrees to provide the
6 employee with as much advance notice as practicable in the circumstances. Normally, an
7 employee designated to work overtime on days outside the workweek will be advised of the
8 possibility no later than twenty-four (24) hours prior to the end of the last shift assignment
9 before the overtime commences.

10
11 **Section 7.6.2.**

12 All hours worked in excess of forty (40) hours per workweek will be compensated at one and
13 one-half (1-1/2) times the employee's base hourly rate.

14
15 **Section 7.7. Rules.**

16
17 **Section 7.7.1. Assignments.**

18 Assignments will be assigned by a transportation administrator. Assignments will be based on
19 assignment drive times, all regular duties assigned by a transportation administrator and in
20 addition each driver will receive one-half (1/2) hour per day for duties associated with pre and
21 post trip inspections, fueling, warm-up, clean-up, and safety.

22
23 **Section 7.7.2. Assignments Based on Seniority.**

24 At the start of each school year the District will, insofar as possible, provide senior drivers and
25 transportation assistants the opportunity to work an assignment with as many hours as is
26 possible; provided, such assurance shall in no way increase financial obligations of the District.

27
28 **Section 7.7.3. Eligibility for Make-up Time.**

29 Drivers with 40 hours of paid time will not be eligible to make up time over eight (8) hours
30 paid time (7.5 or more equals 8 hours) on unpaid days (i.e. snow days, waiver days).

31
32 **Section 7.7.4. Portions of Assignments.**

33 Drivers and transportation assistants who miss any portion of an assignment will only be
34 compensated for hours worked, except as provided for otherwise in any/all sections of the
35 contract.

36
37 Portions within an assignment will be adjusted by a transportation administrator or designee
38 whenever changes occur in their assignment.

39
40 If there is less than one-half (1/2) hour between portions of an assignment(s) and extra trips, the
41 time for the driver and/or transportation assistant will continue uninterrupted.

42
43 In the case of portions of an assignment where time is not continued uninterrupted, drivers
44 and/or transportation assistants will be compensated on the basis of a minimum of two (2)
45 hours for each assignment(s), provided that, when time actually required for such split
46 assignments or extra trips is less than two (2) hours, the driver and/or transportation assistants
47 may be assigned to other duties for the balance of the time.

1 **Section 7.7.5. Spare Bus Assignment.**

2 When a driver is assigned a spare bus for an assignment(s) in addition to their regularly
3 assigned run/route bus they will be compensated an additional fifteen (15) minutes per day.
4

5 **Section 7.7.6. Bargaining Unit Work.**

6 All District-owned buses, and all other equipment normally used for student transportation of
7 six (6) or more students will be driven by personnel hired primarily as District bus drivers.
8 Other qualified employees may be used in the event all available drivers have assignment(s) or
9 in case of an emergency where time or circumstances do not permit calling in a driver.
10

11 **Section 7.7.7. Make Up Time.**

12 During altered schedules, such as student conference or unanticipated student absence, drivers
13 who wish to make up their time may sign the seniority sheet at least twenty-four (24) hours in
14 advance when possible.
15

16 **Section 7.7.8. Special Needs Student Absences.**

17 In the event that a special needs student schedule is altered inside of the twenty-four (24) hour
18 notification period, as stated above, it becomes the driver's responsibility to notify the dispatch
19 office as soon as possible.
20

21 Based on seniority, the above referenced drivers will be assigned other duties, based on
22 availability of work as determined by a transportation administrator or designee.
23

24 **Section 7.7.9. Posting of Assignments.**

25 On or before October 1st, the District will post in the drivers' room an assignment sheet of all
26 regularly scheduled work hours including gate times. Such assignment sheet will be revised as
27 changes occur and will normally be reposted within one (1) week.
28

29 **Section 7.7.10. Pay for Training.**

30 Time spent in required training (or retraining) courses or meetings (to include student
31 disciplinary hearings) will be compensated at the employee's regular hourly rate; provided,
32 however, that time spent in completing training necessary for continuing bus driver and
33 transportation assistant certification or license shall be at the cost of the employer for the
34 employer sponsored certification or license, to include seat time and cost of card. Outside
35 certifications will be at the cost of the employee, including seat time and cost of card (e.g.,
36 CPR, first aid, etc.). Mandatory training will be paid for time spent to complete the training.
37

38 **Section 7.7.11. Assignment Considerations.**

39 Drivers and transportation assistants will receive assignments with consideration given to the
40 starting and ending time of the assignment, not to exceed forty (40) hours per week. Changes
41 in daily assignments or portions of assignments will be made periodically as necessary for
42 efficient operation.
43

44 A transportation administrator may trade or switch an employee's assignment(s) without
45 penalty to effectuate customer service, student control, etc., issues and concerns. The
46 Association President and/or his/her designee shall be informed prior to the time that a
47 transportation administrator makes the decision to transfer. As soon as possible, notification to

1 the Association President and/or his/her designee shall be given the opportunity to meet and
2 discuss issues or concerns regarding the change of assignment.

3
4 **Section 7.7.11.1. Changes to Assignments.**

5 When changes in assignments are made, the request of a driver or transportation
6 assistant to decline time will be considered but may not be accommodated if allowing
7 the driver to decline time would result in inefficiency or would increase the expense of
8 transporting students.

9
10 **Section 7.7.11.2. Assigned Mid-Day.**

11 If a driver or transportation assistant is assigned a mid-day, they may take that mid-day
12 with them without penalty when they sign by seniority for a base run with more time
13 without losing their bumping rights unless doing so would result in inefficiency or
14 would increase the expense of transporting students.

15
16 **Section 7.7.12. Bumping.**

17 In the event a senior driver's and transportation assistant's assignment varies .5 hours per day or
18 more from that of drivers or transportation assistants junior in seniority, the driver and
19 transportation assistant affected will be notified as soon as possible and be provided the
20 opportunity to "bump". Drivers and transportation assistants who give up or decline .5
21 additional regular daily compensated time will not be allowed to later "bump" another driver
22 and transportation assistant for the remainder of the school year, but will be provided the
23 opportunity for additional hours if and when open assignment(s) are available.

24
25 When a driver submits a request to bump prior to noon, the effective date will be the next
26 working day without penalty. When a driver submits a request to bump after noon, the
27 effective date will be the second working day without penalty.

28
29 Drivers will be allowed to submit bumps in writing on the first day of school.

30
31 A driver/ TA who voluntarily signs down for any and all time on an open assignment, forfeits
32 their bumping rights.

33
34 **Section 7.7.13. Voluntary Dropping of Portion of Assignment.**

35 Drivers and transportation assistants, who have lost their bumping rights, will only be permitted
36 to work for one regularly scheduled driver, or will be permitted to work one (1) extra trip per
37 day. Exceptions to this rule may be made after all available drivers and transportation
38 assistants have received their assignments.

39
40 Drivers electing to drop a portion of their assignment will notify the District, in writing.

41
42 **Section 7.7.14. Mid-Day Vacancies.**

43 Mid-day portions of an assignment that are temporarily vacant will be assigned to the senior
44 driver who has signed the sign-up sheet between the hours of 6:00 a.m. and 9:00 a.m. on a daily
45 basis. Eligible drivers may sign for mid-days without a declining time penalty. Drivers who
46 fail to confirm their assignment by 9:30 a.m. or to appear for an assigned mid-day will forfeit
47 all seniority rights on future extra trips for the next four (4) days for which work is available. If
48 any mid-day becomes available after the senior driver has vacated the transportation area, such

1 mid-day will be assigned to the next available driver on the sign-up sheet. In the event no
2 regular driver or substitute driver who signed the sign-up sheet is available, the assignment will
3 be assigned by transportation administrator.
4

5 **Section 7.7.15. Charter Bus Usage.**

6 Transportation of Auburn students will be provided by Auburn bus drivers utilizing Auburn
7 School District buses/equipment unless there are no available Auburn school bus drivers and/or
8 Auburn School District buses/or equipment available for the charter trip(s) requested, unless
9 funded by the Associated Student Body (ASB) at any school in the Auburn School District.
10 Exceptions: 1) band trips that would require additional District warehouse vehicles due to large
11 amounts of equipment required for performances, or 2) return time to school interferes with the
12 program or conference. These exceptions may have students transported by other than buses.
13

14 **Section 7.7.16. Special Education.**

15 A special education driver will not be deprived of the opportunity to work because of a
16 student's temporary absence. If any special education driver's run is reduced because of a
17 student's temporary absence, the driver shall perform work for the District for all remaining
18 compensated time in their assignment(s). Also, on any day a driver or transportation assistant
19 who drives or travels out of the Auburn School District with a special education student has a
20 program change, they shall have first preference to substitute open runs. Transportation
21 assistants shall have first preference to substitute open assignments with special education
22 students. Alternately, a special education driver may request to be released early or allowed to
23 come in late with a deduction in pay for time not worked. However, if a driver's assignment is
24 lessened because of a special needs student's withdrawal or a special needs student's long-term
25 absence (more than one (1) month), the District shall retain the right to adjust the driver's
26 assignment-time accordingly.
27

28 Additionally, any regular driver and transportation assistant who is assigned a special needs
29 student will not be deprived of the opportunity to make up work because of the student's
30 temporary absence.
31

32 **Section 7.7.17. Head Start and/or ECEAP.**

33 The District cannot take away a driver's regular assignment to add a Head Start and/or ECEAP
34 assignment. Head Start postings will be posted at the annual transportation mandatory training.
35

36 **Section 7.7.18. Temporary/Summer Work.**

37 **Section 7.7.18.1. Temporary Assignments.**

38 The District will post "temporary" assignments, including summer, as soon as they are
39 known. Drivers and transportation assistants interested in accepting such temporary
40 assignments will notify, in writing, the Director of Transportation of their interest
41 within three (3) days following said posting. In filling such assignments, the District
42 will give first consideration to the most senior drivers who show an interest in the
43 assignments. Employees shall be compensated at the hourly rate on Schedule A
44 including a two (2) hour minimum for each portion of the assignment.
45
46

47 All extended day, before school and after school programs shall be posted three (3) days
48 and assigned according to seniority. All of these programs will be paid as continuous

1 time once added to an assignment. In the event no one signs for one of these runs, the
2 District will assign the unsigned run(s) to the least senior driver, while retaining the
3 right to maintain efficiency of the District operation. A driver may give up an extended
4 day, before school or after school run, to take a mid-day run. Provisions of Section
5 7.7.12 apply.
6

7 **Section 7.7.18.2. Temporary/Non Driving Summer Positions.**

8 All regular transportation employees shall receive their regular transportation
9 compensation rate(s) when employed for the District in a temporary summer position
10 including the following positions, but not limited to: Summer Trades, Bus Cleaning,
11 State Inspection, and Transportation Office Helper (Summer mailings, etc.). Temporary
12 work shall be offered by seniority.
13

14 **Section 7.7.18.3. Identical/Similar Summer Driving Positions.**

15 Any regular transportation employee employed as a driver in July and/or August shall
16 receive their transportation compensation rate and full benefits. Sick leave will be
17 accrued for every forty hours (40) worked. Pro-rated sick leave will be accrued for each
18 forty (40) hours worked in the same month, not to exceed one (1) day per month for
19 July and August.
20

21 **Section 7.7.18.4. Summer School.**

22 If a bus driver is awarded a Transportation Assistant summer position and subsequently
23 a bus driving position becomes available, the bus driver, using seniority, may switch to
24 the driving position without penalty.
25

26 Drivers will not be awarded a new route that conflicts with their current route if they
27 have already started their summer school route. Drivers may be awarded multiple
28 summer school routes that do not conflict.
29

30 **Section 7.7.18.5. McKinney Vento.**

31 The department will create and post a sign-up sheet to be posted for three (3) days prior
32 to the end of the semester, for drivers willing to add McKinney Vento to their routes. In
33 the event no one signs for a McKinney Vento run, the district will assign the unassigned
34 McKinney Vento to the least senior driver while retaining the right to maintain efficiency
35 of the district and per Section 7.7.11.1. McKinney Vento will be paid at continuous
36 time once added to the assignment.
37

38 **Section 7.7.19.**

39 When a regular assignment is temporarily available for a period in excess of fifteen (15)
40 working days, a driver and transportation assistant will be assigned in accordance with the
41 seniority list; however, a driver and transportation assistant will be assigned according to the
42 provisions of Section 7.7.12. of this Agreement.
43

44 **Section 7.7.20. In-Service Days.**

45 The District shall provide each employee access to two (2) paid in-service days annually to be
46 set by the District. Employees will be compensated at the employee's regular hourly rate.
47 Dates may coincide with certificated employees' in-service days. On one (1) in-service day,
48 the District will provide CPR and First Aid training to the first fifteen (15) employees who sign

1 up for the training. If more than fifteen (15) employees sign up for the CPR and First Aid
2 training, the District will attempt to hire another instructor to provide training for a total of
3 thirty (30) employees.
4

5 **Section 7.7.21. State Mandated Training.**

6 The District shall provide one (1) day of state mandated training each year, in August, to
7 employees. These hours are separate from in-service days as noted above.
8

9 **Section 7.7.22. Waiver Days.**

10 In the event that the school district is not approved by the State Board of Education for Waiver
11 Days, the District is not obligated to continue these training days, however, the former Waiver
12 Days will revert to regular work days.
13

14 Training, as appropriate, will be provided on Waiver Days. Should employees choose not to
15 participate in training on these Waiver Days, they will be allowed to work their regular work
16 shift at their regular work site, take unpaid leave, and/or accept field trips on the waiver day.
17

18 **Section 7.7.23. Transportation Assistants.**

19
20 **Section 7.7.23.1. Transportation Assistant Assignments.**

21 This section applies only to those employees who work exclusively as transportation
22 assistants. Transportation assistant assignments shall not be for less than two (2) hours
23 pay (e.g., AM assignment 2 hours, PM assignment 2 hours, mid-day assignment 2
24 hours). If there is less than thirty (30) minutes between assignments, time paid shall be
25 continuous.
26

27 **Section 7.7.23.2. Student Temporary Absence.**

28 Transportation assistants will not be docked time due to a student's temporary absence.
29

30 **Section 7.7.23.3. Summer Work.**

31
32 **Section 7.7.23.3.1.**

33 Summer assignments will be posted and offered according to seniority. Sick
34 leave and vacation credit shall accrue at their normal rate. The two-hour
35 minimum per portion of assignment shall apply.
36

37 **Section 7.7.23.3.2.**

38 Transportation Assistants will not be awarded a new route that conflicts with
39 their current route if they have already started their summer school route.
40 Transportations Assistants may be awarded multiple summer school routes that
41 do not conflict.
42

43 **Section 7.7.23.3.3. Identical/Similar Summer Transportation Assistant**
44 **Positions.**

45 Any regular transportation employee employed as a transportation assistant in
46 July and/or August shall receive their transportation assistant compensation rate
47 and full benefits. Sick leave will be accrued for every forty hours (40) worked.

1 Pro-rated sick leave will be accrued for each forty (40) hours worked in the
2 same month, not to exceed one (1) day per month for July and August.

3
4 **Section 7.7.23.4.**

5 Transportation assistants' seniority will be grandfathered in any/all PSE positions held prior to
6 the first day of this Agreement.

7
8 **Section 7.7.23.5. Trips.**

9 Transportation assistants are eligible for extra trips and will be treated under the provisions of
10 sections 7.8.1 through 7.8.18 of this Collective Bargaining Agreement only when a special
11 needs student requires a second adult to accompany them on a trip and the classroom teacher or
12 paraeducator are not available to supervise the student or as directed by an Individual
13 Education Plan.

14
15 **Section 7.8. Extra Work/Trips.**

16 The following will apply to all extra work/trips other than regular assignments or portions of
17 assignments therein.

18
19 **Section 7.8.1. Split Trips.**

20 If the District has advance knowledge that a trip will be split, it shall be noted on the trip
21 posting.

22
23 **Section 7.8.2. Auburn Transportation Extra Work/Trip Assignments.**

- 24 1. In the event no qualified driver signs for an extra work/trips due to available hours,
25 extra work/trip/trips will be awarded by the ALL CALL procedure per Section 7.8.4.
26 2. Drivers can check their status (hours worked) after 9:30 AM.
27 3. Drivers are required to follow the current collective bargaining agreement and not sign
28 for work that would voluntarily put them into overtime.
29 4. Departure Time: When extra time/trip posting states "leaving school," departure time
30 will be thirty (30) minutes prior to the time stated on the extra time/trip posting and
31 used as defined in 7.8.3. When extra time/trip posting states "leaving transportation"
32 departure time will be fifteen (15) minutes prior to the time stated on the extra time/trip
33 posting and used as defined in 7.8.3.

34
35 **Section 7.8.3. Extra Work/Trip Postings and Assignments.**

36 Extra work/trips will normally be posted at least twenty-four (24) hours prior to the departure
37 time.

38
39 **Section 7.8.3.1.**

40 Eligible drivers and transportation assistants must sign their own names on the Sign Up
41 Sheet prior to 10:30 a.m. on the last regular working day preceding the trip. A driver
42 may request their name be removed from a trip list by a department supervisor or
43 director prior to 10:30 a.m. The director or supervisor must initial the removal by the
44 drivers' name.

45
46 **Section 7.8.3.2.**

47 The Sign Up Sheet will provide such information as date, destination, starting time,
48 approximate time for the trip. As some extra trips, especially athletic events, are

1 impossible to always estimate accurately the approximate time of the trip, the dispatcher
2 will estimate the time from information available and past experience. The approximate
3 time will serve as a guide for drivers and transportation assistants interested in signing
4 up for the extra trip. The time paid for an extra trip will be the time actually required,
5 including a reasonable allowed time for warm-up and cleanup.
6

7 **Section 7.8.3.3**

8 Regular drivers and transportation assistants may preempt one (1) day's regular
9 assignment per work week to bid on one (1) extra trip not to exceed forty (40) hours per
10 work week (work week defined in Section 7.1). This precludes overnight trips that
11 would result in the driver or transportation assistant being off their regular assignment
12 for more than one (1) day. The district retains the right to shuttle, combine, or split the
13 extra trip after it is awarded because of a shortage of drivers, buses, or other unforeseen
14 circumstances.
15

16 **Section 7.8.4. Late Postings.**

17 In the event a last minute request for an extra trip is made, the trip will either be posted as a late
18 trip or when posting is not possible, drivers and transportation assistants will be contacted, on
19 an ALL CALL basis, with the trip information. A late posting will be a trip request that comes
20 in 12-24 hours prior to departure time. It will be posted as a "LATE POSTING" and pulled at
21 10:30 a.m. An "ALL CALL" will be a trip request that comes in less than twelve (12) hours
22 from departure time. The "ALL CALLS" will be done for these requests at a time when the
23 majority of drivers and transportations assistants are on their assignments.
24

25 A minimum of three (3) ALL CALLs spaced over twenty (20) minutes time will be made to
26 drivers. Drivers shall be allowed to call-in within five (5) minutes after third ALL CALL. The
27 trip will be awarded to the eligible senior driver and transportation assistant responding after
28 three (3) ALL CALL attempts have been made. In cases where time does not permit contacting
29 the next eligible driver and transportation assistant, the run will be assigned to the eligible
30 senior driver and transportation assistant available in the transportation complex.
31

32 **Section 7.8.5. Assignments of Extra Trips.**

33 Extra trips will normally be assigned by 10:30 a.m. for the following day and drivers and
34 transportation assistants will be notified by a notice placed in their mail box. In those instances
35 where the assignment of an extra trip must be made by phone, the trip will be assigned to the
36 first eligible driver or transportation assistant accepting the trip by virtue of the phone contact.
37 In no cases will trips be assigned by messages to answering machines.
38

39 **Section 7.8.6. Posting of Assigned Extra Trips.**

40 As soon as possible after the District has determined which driver and transportation assistant
41 will be awarded an extra trip, the District will post the extra trip sheet (or a copy) and circle the
42 name of the driver and transportation assistant who was awarded the trip.
43

44 If the trip has been incorrectly assigned, the driver or drivers, and transportation assistant(s)
45 affected by such decision shall notify the District at least two (2) hours before the trip is
46 scheduled to depart. If the driver(s) and transportation assistant(s) does not notify the District
47 within that time period, the driver(s) and transportation assistant(s) shall not be allowed to
48 grieve the District's decision. If the driver(s) and transportation assistant(s) do notify the

1 District more than two (2) hours before the trip is scheduled to depart, the driver(s) and
2 transportation assistant(s) shall be given the trip.

3
4 **Section 7.8.7 Advanced Assignment of Extra Trips.**

5 When it is necessary to assign an extra trip several days prior to the run due to the necessity of
6 adequate time for drivers and transportation assistants to have reasonable planning time or
7 because of time required by the District for reservations or other arrangements, extra trips may
8 be assigned several days in advance provided the Sign Up Sheet has been posted for at least
9 twenty-four (24) hours and is plainly marked EARLY ASSIGNMENT. This type of trip will
10 normally be an overnight trip, and normally posted for five (5) days.

11
12 **Section 7.8.8. Seniority in Assigning Extra Trips.**

13 The District will assign the extra trip to the senior driver and transportation assistant on the
14 Sign Up Sheet; provided, however, that no driver and transportation assistant will be eligible
15 for such trips in the event such trips would require payment of overtime.

16
17 **Section 7.8.9. Sick Leave Exclusions.**

18 Drivers and transportation assistants absent for sick leave will not be eligible for extra trips for
19 the next four (4) days for which work is available upon return to work.

20
21 Drivers and transportation assistants whose regular work schedule is less than forty (40) hours
22 per week who present a verification of illness, whether personal illness or dependent illness
23 covered by sick leave, signed by their medical practitioner, will be eligible for extra trips upon
24 return to work.

25
26 **Section 7.8.10. Personal Leave Exclusion.**

27 Drivers and transportation assistants absent for pre-approved personal leave shall not be
28 eligible for extra trips for the next four (4) days for which work is available.

29
30 **Section 7.8.11. Signing Up for Multiple Extra Trips.**

31 Eligible senior drivers and transportation assistants who sign for two (2) or more extra trips that
32 conflict in time will be assigned the trip that is estimated to take the most hours.

33
34 **Section 7.8.12. Extra Trips – Driver/Bus Shortage.**

35 If it becomes necessary to split an extra trip after it is posted because of a shortage of drivers
36 and transportation assistants, buses or other unforeseen circumstances, the trip may be split
37 between eligible senior drivers and transportation assistants who have signed for the trip.

38
39 **Section 7.8.13. Declining Trip After Assigned.**

40 A driver and transportation assistant who declines an extra trip after being awarded such will
41 forfeit all seniority rights on future extra trips for the next four (4) days for which work is
42 available.

43
44 **Section 7.8.14. Reassigning a Declined Extra Trip.**

45 If a driver and transportation assistant declines to take an extra trip after it has been assigned,
46 the next driver eligible who has not yet been assigned an extra trip and who has signed the Sign
47 Up Sheet will be offered the extra trip, without penalty for declining. In cases where time does

1 not permit contacting the next eligible driver and transportation assistant, the run will be
2 assigned to the eligible senior driver and transportation assistant available.

3
4 **Section 7.8.15. Extra Trip Time Changes After Assigned.**

5 If the time required for the trip is revised one (1) hour or more after the trip is assigned to a
6 driver and transportation assistant, the driver and the transportation assistant will have the
7 option of declining the trip at the time of notification of the change with no penalty.

8
9 **Section 7.8.16. Extra Trip Cancellation.**

10 In the event an extra trip is cancelled after having been awarded, and another extra trip of
11 comparable time is not available, the driver and transportation assistant involved will be
12 compensated a minimum of two (2) hours; except where in the determination of a
13 transportation administrator, the building athletic director, or the building principal, suddenly
14 precipitated inclement weather makes transportation of the students unsafe or will likely
15 prevent students from participating in the event to which they would be traveling. Providing,
16 further, that any driver and transportation assistant, who is not notified of the weather related
17 cancellation before they either clock in for the extra trip, or before they begin the extra trip if
18 they would not normally clock in because of the time of the trip, will receive the minimum of
19 two (2) hours compensation.

20
21 **Section 7.8.17. Extended Overnight Trips.**

22 Extended overnight trips will be compensated for not less than ten (10) hours pay for each night
23 involved, however, employees will be paid for all hours worked in excess of ten (10) hours.

24
25 **Section. 7.8.18. Pay for Extra Trips – Contiguous/Non-Contiguous Time.**

26 Drivers and transportation assistants having worked extra trips will be paid in accordance with
27 the time actually required for such trips and other normal driver and transportation assistant
28 duties required by a transportation administrator or administrative designee as part of such
29 extra trips. If such extra trips are not contiguous with normally assigned working shifts
30 (assignment(s)), the driver and transportation assistant will be paid for a minimum of two (2)
31 hours, provided that when time actually required for such extra trips is less than two (2) hours,
32 the driver and transportation assistant may be assigned to other driver/transportation assistant
33 duties for the balance of the time.

34
35 **Section 7.8.19. Trip Eligibility.**

36 Drivers and transportation assistants will be eligible for extra work/field trips if the trip starts
37 one (1) minute after their morning gate time. For PM field trips if the driver can get to the field
38 trip starting-destination by the posted departure time, they are eligible to sign for the trip.

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ARTICLE VIII

HOLIDAYS AND VACATIONS

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. Day after Thanksgiving | 10. Presidents' Day |
| 5. Christmas Eve | 11. Memorial Day |
| 6. Christmas Day | 12. Independence Day |

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 work day 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 the last day before the holiday, and the full AM assignment the first day 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: 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.

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.

Section 8.2. Vacations.

All employees subject to this Agreement shall be credited with hours of vacation credit based on hours worked during the period September 1 through August 31. Such vacation credit shall be earned, vested, and used as designated in this Article.

1 **Section 8.2.1.**

2 The vacation credit to which an employee will be entitled shall be computed as follows:

<u>Year of Service</u>	<u>Hours of Credit</u>
1 - 5	One (1) hour for each twenty (20) hours worked
6 - 10	One (1) hour for each sixteen (16) hours worked
11 - 15	One (1) hour for each fourteen (14) hours worked
16 - 19	One (1) hour for each nine (9) hours worked
20+	One (1) hour for each eight (8) hours worked

11 **Section 8.2.1.1.**

12 In computing the total vacation credit for any period of service, part of an hour will be
13 disregarded if less than one-half (1/2) hour; otherwise, it will be counted as a full hour.

15 **Section 8.2.1.2.**

16 All straight-time hours for which an employee is paid, excluding vacation hours,
17 holiday hours, sick leave hours, or disability hours, shall be counted as hours worked in
18 the computation of vacation credit.
19

20 **Section 8.2.2.**

21 No employee with less than a twelve (12) month assignment may take time off during the
22 school year and have it credited against vacation accumulation. Those employees who work
23 less than their full annual assignment will receive vacation credit according to the number of
24 hours worked in the year.
25

26 **Section 8.2.3.**

27 Employees who work less than twelve (12) months per year shall receive payment for accrued
28 vacation with their July paycheck, provided, the employee is required to pay the full amount of
29 any medical premium owing in order to assure continuous coverage. Any employee who is
30 discharged or who terminates employment shall receive payment for accrued vacation credit
31 with their final paycheck.
32

33 **Section 8.2.4.**

34 The maximum amount of vacation time an employee can cash out upon retirement or
35 separation from the District is 240 hours (30 days) minus the number of hours cashed out the
36 previous year.
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ARTICLE IX

LEAVES

Section 9.1. Requested Time Off.

The employee will give five (5) working days notice to the transportation administrator for requested time off unless it is an emergency. A transportation administrator will give forty-eight (48) hours notice to the employee of their request approval/denial prior to the date of their request for time off. District Form "Out of Office Dispatcher Notice" will be utilized which will include copies to dispatch, employee and payroll..

Section 9.2. Sick Leave.

Twelve (12) month employees will receive twelve (12) days sick leave annually. Eleven (11) month employees will receive eleven (11) days sick leave annually. Employees shall receive their annual accumulation at the beginning of the school year, however, sick leave allocation shall be readjusted monthly. If on the date of resignation or discharge an employee has used more sick leave than earned, the unearned leave shall be deducted from the employee's final check. Sick leave may be accumulated up to the number of days/shifts (routes/runs) in the employee's assigned work year. Salary deduction for absence in excess of the allowance will be based on the number of working hours and/or days.

The employee must report an absence as soon as known and no later than one (1) hour prior to that employee's scheduled gate time on the day of the absence, if the employee is physically capable of calling in. The employee must submit a absence via the on-line absence reporting system within forty-eight (48) hours of returning to work. A report of absence in excess of five (5) consecutive days will have attached to it a written statement from a physician verifying the dates of the absence and releasing the employee to return to work. Such verification will be received by the District prior to reinstatement of the employee's pay status.

Illness or disability caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from are considered temporary disabilities and will be treated as any other personal illness or disability. Within the first sixteen (16) weeks of pregnancy, the employee will provide the District a statement from a licensed medical doctor authorizing the employee's continued service in the position as assigned. Further, the employee will provide a statement from a licensed medical doctor regarding any change of status or limitations.

If a driver relinquishes their mid-day after sick leave has been awarded, that driver's sick leave will be adjusted to the level of sick leave without the mid-day accrual rate. The sick leave accrued by the new mid-driver will be awarded and pro-rated accordingly.

Section 9.2.1.

Compensation for accrued but unused sick leave shall be as provided in the sick leave attendance incentive program (see RCW 28A.58) as now or hereafter amended. In January any eligible employee may exercise an option to receive remuneration for sick leave not used in the previous year at a rate equal to one day's monetary compensation of the employee for each four (4) full days of unused sick leave as long as the employee has sixty (60) days accrued sick leave.

At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one

1 day's current monetary compensation of the employee for each four (4) days accrued sick leave.
2 Not more than 180 sick leave days shall be eligible for conversion. At the beginning of each
3 school year, employees planning on retiring in the subsequent 12 months may vote whether to
4 receive such remuneration in their pay or in a VEBA account.

5
6 **Section 9.2.1.1. Sick Leave Cash Out.**

7 SB 6534/PERS2/SERS2/SERS3: When an eligible employee leaves the District,
8 compensation for accrued but unused sick leave shall be as provided in RCW
9 28A.400.210 and 1997 c 13 s 9, RCW 41.35.010(31), RCW 41.35.010(30), RCW
10 41.40.010(34) as now or hereafter amended.

11
12 **Section 9.2.2 Family Illness Leave.**

13 An employee may use accrued sick leave for an employee or family member: mental or
14 physical illness, injury or health condition; to accommodate the employee's need for medical
15 diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an
16 employee's need for preventive medical care.

17 A family member includes spouse, domestic partner, parent, parent-in-law, child (regardless of
18 age), grandparent, grandchild or sibling.

19
20 **Section 9.3. Emergency Leave.**

21 A maximum of three (3) paid days will be allowed annually for absences owing to suddenly
22 precipitated problems which are of a nature that preplanning was not possible or could not have
23 relieved the necessity for the employee's absence. Additional emergency leave may be granted by the
24 Superintendent. Such leave shall be deducted from those accumulated pursuant to Section 9.2 above.

25
26 The employee must enter the leave via the on-line absence reporting system within forty-eight (48)
27 hours of returning to duty.

28
29 **Section 9.4. Bereavement Leave.**

30 Bereavement leave is intended to provide time for the employee to attend to matters related to the
31 death of individuals as outlined below:

- 32 A. Spouse, domestic partner, son or daughter, father, mother, parent surrogate – up to five (5)
33 days.
34 B. Sister, brother, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law,
35 sister-in-law, grandparents, and grandchildren or any other relative for whom the employee is
36 the sole support; up to three (3) days.
37 C. A relative not listed above, or a close personal friend; - one (1) day of bereavement.
38 D. At the discretion of the superintendent, or designee, two (2) additional days of emergency
39 leave may be granted for the purpose of accommodating extended travel. Emergency leave is
40 deducted from sick leave balance. Employees may also use personal leave in conjunction
41 with bereavement leave.

42
43 The employee must submit to the supervisor the absence via the on-line system within forty-eight (48)
44 hours of the employee's return to work, including the relationship to the deceased.

45
46 **Section 9.5. Child Rearing Leave.**

47 At the discretion of the District, an employee may be granted non-paid child rearing leave in addition
48 to that legislated. Leave will commence subsequent to childbirth and at such time as the employee's

1 physician certifies that the employee is physically able to return to normal duties. Child rearing leave
2 will be for a single school year and will not include parts or portions of two (2) years. The intent of
3 such leave will be to permit the employee to remain home with an infant for a limited time. The
4 employee will maintain claim to their assignment for the remainder of the school year in which leave
5 was taken. Such assignment(s), exclusive of a midday assignment, may, at the discretion of the
6 District, be filled by a substitute or temporary driver during said leave. If a midday assignment is
7 involved, the midday assignment shall be temporarily assigned to the most senior available regular
8 driver, provided such assignment(s) will not result in an excess of forty (40) hours per week.

9
10 **Section 9.6. Workers Compensation/L&I.**

11 Any employee covered by Workmen's Compensation and State Industrial Insurance will, upon loss of
12 time due to a job related injury or illness, be paid leave in the amount of the difference between his/her
13 regular pay and compensation received from the State Department of Labor and Industries. The full
14 amount of leave will be paid for the first three (3) days. Should an employee later receive
15 compensation from the Department of Labor and Industries for the first three (3) days of absence, the
16 amount paid to the employee will be credited to the District from monies due the employee in the next
17 payroll period. That portion of leave paid, as determined by the ratio of regular leave and State
18 Industrial Compensation, will be charged against the employee's accrued leave.

19
20 **Section 9.7. Legal/Jury Duty Leave.**

21 In the event an employee subject to this Agreement is summoned to serve as a juror, or appear as a
22 witness in court on School District business, or is named as a codefendant with the School District, the
23 employee will receive the normal day's pay for each day required in court. Such payment will not
24 exceed the employee's normal daily pay less bona fide expenses. In the event the employee is a party
25 (plaintiff or defendant) in court action, leave without pay may be granted.

26
27 **Section 9.8. Leave of Absence.**

28
29 **Section 9.8.1.**

30 Upon approval of the Board of Directors, an employee may be granted a leave of absence for
31 extreme circumstances; e.g., extended illness or injury. Such leave will be for a single school
32 year and will not include parts or portions of any two (2) years.

33
34 **Section 9.8.2.**

35 The employee will maintain claim to their assignment for the remainder of the school year in
36 which leave was taken. Such assignment(s), exclusive of a midday portion of their assignment,
37 may, at the discretion of the District, be filled by a substitute or temporary driver and
38 transportation assistant during said leave. If a midday portion of their assignment is involved,
39 the midday portion of their assignment shall be temporarily assigned to the most senior
40 available regular driver and transportation assistant, provided such assignment will not result in
41 an excess of forty (40) hours per week.

42
43 **Section 9.8.3.**

44 The employee will retain accrued sick leave, vested vacation, and seniority while on leave of
45 absence. However, no sick leave, vacation, or other benefits may be applied or will accrue
46 while the employee is on leave of absence.

1 **Section 9.9. Conditions for Leave of Absence.**

2 Should the employee accept other employment or apply for unemployment compensation during the
3 duration of any leave, said employee may be terminated at the pleasure of the District.
4

5 **Section 9.10. Family and Medical Leave.**

6 As now or hereafter amended, the District will comply with legislated family and medical leave
7 provisions.
8

9 **Section 9.10.1. Washington State Family and Medical Leave.**

10 As now or hereafter amended, the District will comply with legislated family and medical leave
11 provisions. Under the provisions of this legislation, provisions for non-paid leave exist for
12 employees in order to care for new born biological child or step child or adopted child under
13 the age of 6 or for a child with a terminal health condition. Questions regarding the specifics of
14 qualification for leave consideration should be addressed to Human Resources.
15

16 **Section 9.10.2. Federal Government Family and Medical Leave.**

17 An employee will be granted up to a twelve (12) week leave of absence in a twelve (12) month
18 period if the following conditions are met:
19

- 20 A. The employee has worked one thousand two hundred and fifty (1,250) hours in the
21 previous twelve (12) months. Work to include all hours compensated for work; e.g.,
22 in-service, training and overtime.
23
- 24 B. Meet one of the following conditions:
25 1. The birth of the employee's child (entitlement to the leave expires one year after the
26 birth).
27 2. Placement of a child under the age of eighteen (18) with an employee for adoption
28 or foster care (entitlement to the leave expires one year after the adoption or foster
29 care placement).
30 3. Care for a spouse, child, or parent of the employee who has a "serious health
31 condition" (leave for a child over the age of seventeen (17) may be taken only if the
32 child is incapable of self-care).
33 4. Because of a serious health condition that renders the employee unable to perform
34 their job.
35
- 36 C. Conditions applicable to the leave include the following:
37 1. The employer is not required to pay the employee during the leave.
38 2. Exemptions from this status may apply depending upon number of employees at a
39 work site.
40 3. The employer may require the employee to use accrued paid vacation leave,
41 personal leave, or family leave.
42 4. During leave the employer's portion of health plan coverage will continue. If the
43 employee fails to return from leave, the employee shall reimburse the employer for
44 such coverage if the failure to return was not due to illness of the employee or a
45 family member.
46 5. Unless there are unusual circumstances, the employee must request this leave thirty
47 (30) days in advance of the commencement of the leave.

6. Normally, the employee will return to the employee's previous position. An example of an exception would be a reduction in force.

Section 9.10.3. Washington State Family & Medical Leave (RCW 49.12.270 & RCW 49.12.265)

1. As now or hereafter amended, the District will comply with legislated family and medical leave provisions. Under the provisions of this legislation as follows:

- (1) If, under the terms of a collective bargaining agreement or employer policy applicable to an employee, the employee is entitled to sick leave or other paid time off, then an employer shall allow an employee to use any or all of the employee's choice of sick leave or other paid time off to care for: (a) A child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. An employee may not take advance leave until it has been earned. The employee taking leave under the circumstances described in this section must comply with the terms of the collective bargaining agreement or employer policy applicable to the leave, except for any terms relating to the choice of leave.
- (2) Use of leave other than sick leave or other paid time off to care for a child, spouse, parent, parent-in-law, or grandparent under circumstances described in this section shall be governed by the terms of the appropriate collective bargaining agreement or employer policy, as applicable.

The definitions in this section apply throughout RCW 49.12.270 through 49.12.295 unless the context clearly requires otherwise.

- (1) "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is (a) Under eighteen years of age; or (b) eighteen years of age or older and incapable of self-care because of a mental or physical disability.
- (2) "Grandparent" means a parent of a parent of an employee.
- (3) "Parent" means a biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.
- (4) "Parent-in-law" means a parent of the spouse of an employee.
- (5) "Sick leave or other paid time off" means time allowed under the terms of an appropriate collective bargaining agreement or employer policy, as applicable, to an employee for illness, vacation, and personal holiday.
- (6) "Spouse" means a husband or wife, as the case may be.

Section 9.11.

As now or hereafter amended, the District will comply with current statutory leave sharing provisions. As now or hereafter amended, the District has implemented a leave sharing policy. Questions regarding the ability to share and/or receive leave should be directed to Human Resources.

Section 9.12. Attendance Incentive Program.

An employee must work a minimum of two (2) hours per day in a regular position to be eligible for this program. To be eligible for this award, the employee must be a current employee at the commencement and conclusion of the award period (however, employees who satisfy these requirements but the awards are delayed for administrative reasons shall be considered as current

1 employees, e.g., employees who retire or resign and have completed their calendar year). The award
2 shall not be available to those employees whose separation of employment was for disciplinary or
3 related reasons.

4
5 **Section 9.12.1**

6 Attendance incentive awards for the period from September 1, through January 31, any
7 employee who is not absent from work for anytime for sick leave, emergency leave, or leave
8 without pay, except for industrial injury, bereavement, or time off for legal action undertaken
9 by the Workers Compensation Trust/Workers Compensation related illness absence, shall
10 receive an award in accordance with the table below. Payment shall be made on the February
11 pay warrant.

12
13 **Section 9.12.2**

14 Attendance incentive awards for the period from February 1, through the end of the curriculum
15 school year, any employee who is not absent from work for any time for sick leave, emergency
16 leave, or leave without pay, except for industrial injury, bereavement, or time off for legal
17 action undertaken by the Workers Compensation Trust/Workers Compensation related illness
18 absence, shall receive an award in accordance with the table below. Payment shall be made on
19 the July pay warrant.

20
21 **Section 9.12.3.**

22 Attendance incentive awards shall be distributed in the following amounts:

23
24 **Regular Hours Worked Less Than 12 Month Employee Monthly Amount**

25		
26	0 - 1.9	\$ 0
27	2.0- 4.9	\$45
28	5.0-6.9	\$80
29	7.0-8.0	\$100
30		

31 Perfect attendance will be calculated on a monthly basis. For every month the employee has perfect
32 attendance, they will receive the above listed allocated incentive.

33
34 **Section 9.13. Personal Leave.**

35 Employees will be given three (3) days of paid personal leave annually. An employee may carry over
36 up to two (2) days and use up to five (5) personal leave days per year. Such leave shall be prearranged
37 and subject to the approval of their supervisor. Denial of personal leave can be appealed to the
38 superintendent or designee. Personal leave can be used in full or half day increments.

39
40 Employees will be permitted to utilize their personal leave due to inclement weather.

41
42 **Section 9.14. Paid Family Medical Leave.**

43 The District and bargaining unit employees will comply with State law regarding paid family and
44 medical leave.

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ARTICLE X

SENIORITY

Section 10.1.

The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter "hire date"), in an open position, unless such seniority shall be lost as hereinafter provided. For the purpose of this section an open position is a regular position to which no other employee has continuing claim. The employee's date of hire (DOH) is established as the first day the employee is eligible to accrue benefits following Human Resources approval.

Section 10.1.1.

In the event that two (2) or more employees have the same hire date, seniority shall be determined by lot, and shall be witnessed by the Association president.

Section 10.2.

Probation will commence on the effective date of employment as a regular employee. New regular employees will serve a probationary period of ninety (90) calendar days. During this probationary period, the District may terminate such employee. By mutual agreement between the District and employee, the probationary period may be extended for up to an additional time not to exceed a total probationary period of ninety (90) workdays, provided the employee has been given the opportunity to have an Association representative present when asked about the extension.

Section 10.2.1.

At the end of the probationary period, the employee will be subject to all rights and duties contained in the Agreement retroactive to the hire date; provided, however, Section 14.1 and 14.2 will not apply.

Section 10.3.

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

- A. Resignation;
- B. Discharge for any reason included in this Agreement;
- C. Retirement;
- D. Absences for any reason not included within the leave provisions of this Agreement.

Section 10.4.

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

- A. Time lost by reason of industrial accident, industrial illness, periods of non-assignment during non-school months except in instances where the employee is absent for a period in excess of 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 absences or leaves authorized within the leave provisions of this Agreement; or
- D. Periods of non-assignment during non-school recesses and vacations.

1 **Section 10.5.**

2 Seniority rights will be effective within the bargaining unit as defined in Section 1.4 of this Agreement.

3
4 **Section 10.6.**

5 The employee with the earliest hire date shall have preferential rights regarding their assignment
6 selection and vacation periods, subject to the approval of the supervisor. The employee with the
7 earliest hire date shall have preferential rights regarding promotions, assignments, or open jobs, and
8 layoffs when ability and performance are equal with those of individuals junior to him/her. If the
9 District determines that seniority rights should not govern because a junior employee possesses ability
10 and performance greater than a senior employee(s), the District shall, at the request of the employee(s),
11 set forth in writing to the employee(s) its reasons why the senior employee(s) was bypassed, if the
12 employee(s) has applied for the position.

13
14 The bypassed employee(s) may request review of the District's bypass decision. Such request will be
15 in writing and received by the Superintendent or designee within five (5) working days following the
16 senior employee's receipt of the statement of reasons for bypass.

17
18 An employee(s) who disagrees with the reasons for bypass shall use the following process to resolve
19 their concern: use AAA, expedited arbitration rules, loser pay, final and binding decision. The three
20 (3) most senior bypassed employees who want this review may be allowed this process for any single
21 bypass; their case would be heard simultaneously with all others.

22
23 **Section 10.7. Posting Open Assignments.**

24
25 **Section 10.7.1.**

26 Open assignments shall be posted for three (3) working days, pulled at noon and awarded on
27 the third (3rd) day, to start assignment on the fourth (4th) day, to the most eligible senior driver
28 or transportation assistant.

29
30 **Section 10.7.2.**

31 The District shall make available to the President or designee a published notice of open positions
32 within seven (7) working days after the position is determined to be open. Should the open
33 position require the use of a substitute for an interim period, the interim period will be no longer
34 than seven (7) working days following the date of said posting.

35
36 **Section 10.7.3.**

37 A change in an open position of up to and including thirty (30) minutes per day does not
38 constitute a reposting. The posting shall note if the original time has been changed, what the
39 changes are, and date of the change. Any changes shall be highlighted on the posting. Changes
40 cannot be made within twenty-four (24) hours of the day the posting is pulled.

41
42 **Section 10.8. Layoff.**

43
44 **Section 10.8.1**

45 Employees laid off as the result of reduction in force will be placed on a reemployment list
46 according to seniority and will have priority (subject to the provisions of Section 10.6) in the
47 filling of an opening. This list shall be in effect from the date of layoff to one (1) year later.

1 **Section 10.8.2**

2 Employees on layoff status will file their addresses and telephone numbers in writing with the
3 Personnel Office and shall thereafter promptly advise that office in writing of any change of
4 addresses or telephone numbers or availability for employment.

5
6 **Section 10.8.3**

7 The employee will forfeit the rights to reemployment as provided in Section 10.10 if the
8 employee does not accept the offer of reemployment within five (5) working days and/or report
9 for work within eleven (11) working days from date of offer.

10
11 **Section 10.8.4**

12 Should an employee under this section decline a position for which qualified, that employee
13 forfeits further consideration other than that given all applicants
14
15
16

17 **ARTICLE XI**

18 **DISCHARGE OF EMPLOYEES AND NOTIFICATION OF NON-ANNUAL EMPLOYEES**

19
20
21 **Section 11.1.**

22 The District shall have the right to discipline or discharge an employee for cause. The District shall
23 have the right to suspend an employee at will at the employee's regular rate of pay.
24

25 **Section 11.2.**

26 Except in extraordinary cases, and as otherwise provided in this Article, the District will give an
27 employee two (2) weeks notice of intention to layoff and one (1) week notice of intention to discharge.
28 The employee will give the District two (2) weeks notice of intention to resign.
29

30 **Section 11.3.**

31 Employees who resign or are discharged will forfeit all rights and seniority.
32

33 **Section 11.4.**

34 Employees who are absent from duty for reasons other than those provided for in this Agreement,
35 Article IX, will be suspended without pay for three (3) days for first violation and subject to
36 termination for second violation within any three (3) year period of time. Such discipline includes, but
37 is not limited to, violation or misuse of any leave provision included within this Agreement.
38

39 **Section 11.5.**

40 This section and the following subsections are applicable to those employees whose duties necessarily
41 imply less than twelve (12) months work per year.
42

43 **Section 11.5.1.**

44 Should the District decide to discharge any non-annual employee, the employee will be so
45 notified in writing as soon as the need for reduction in force is known.
46
47
48

1 phone number, job title, work email, work location and hire date. The Employer shall give a copy of
2 this working agreement to each employee when hired.

3
4 **Section 13.4. Dues and Checkoff.**

5 PSE/SEIU Local 1948 shall provide the District with a full and complete list of bargaining unit
6 employees who are current members of PSE/SEIU Local 1948, and shall provide updates, additions,
7 and/or other changes in membership status to the District upon request. The District agrees to accept
8 dues authorizations via voice authorization or by E-signature in accordance with “E-SIGN”.

9 PSE/SEIU Local 1948 will provide a list of those members who have agreed to union membership via
10 voice authorization. In addition, upon request, the District may request access to the .wav files
11 associated with the voice authorization. PSE/SEIU Local 1948 will be the custodian of the records
12 related to voice/E-signature authorizations. PSE agrees that, as the custodian of the records, it has the
13 responsibility to ensure the accuracy and safe-keeping of those records.

14
15 **Section 13.5. Checkoff.**

16 The District shall deduct PSE dues from the pay of any employee who authorizes such deductions in
17 writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the
18 Treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis.

19
20 **Section 13.5.1. Classified Employee Report to the Association.**

21 The District shall submit a monthly report (to accompany the monthly transmission of dues to
22 PSE) to the Treasurer of PSE listing: the name, and amount of PSE dues deducted from each
23 bargaining unit employee. The District shall provide a list of current addresses and telephone
24 numbers of bargaining unit employees to the Association upon request.

25
26 **Section 13.5.2. Local Chapter Dues.**

27 The District shall deduct PSE local chapter dues separately and remit such funds to the local
28 chapter treasurer on a monthly basis or within thirty (30) days of the deduction of such dues.

29
30 **Section 13.6.**

31 The Association shall indemnify and hold the District harmless for the administration of this Article
32 done pursuant to this article.

33
34 **Section 13.7. New Hire Orientation.**

35 The District will provide the Association reasonable access to new employees of the bargaining unit
36 for the purposes of presenting information about their exclusive bargaining representative to the new
37 employee. The presentation may occur during a new employee orientation provided by the District, or
38 at another time mutually agreed to by the District and the Association. No employee may be mandated
39 to attend the meetings or presentations by the Association, “Reasonable access” for the purposes of
40 this section means: (a) The access to the new employee occurs within ninety (90) days of the
41 employee’s start date within the bargaining unit; (b) The access is for no less than thirty (30) minutes;
42 and (c) The access occurs during the new employee’s regular work hours at the employee’s regular
43 worksite, or at a location mutually agreed to by the District and the Association.

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ARTICLE XIV

GRIEVANCE PROCEDURE

Section 14.1.

Grievance is defined as a claim by an employee that a misinterpretation, misapplication, or violation of this Agreement has personally and adversely affected the employee. All other matters by this reference are specifically excluded from action under this section. Grievances arising between the District and the employee will be resolved in strict compliance with this Article. In arriving at any disposition or settlement, neither party will have the authority to alter the Agreement.

Section 14.2.

Grievance claims will be processed as rapidly as possible. The number of days indicated at each step will be considered as maximum and every effort will be made to expedite the process. Time limits under unusual circumstances may be extended by mutual consent. Failure of the employee to proceed with the grievance within time limits provided will result in dismissal of the grievance. Failure of the District to take required action within time limits provided will entitle the Association to move to the next step in the grievance procedure.

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

Step 2. If the matter is not resolved to the employee's satisfaction at Step 1, the employee and/or the PSE/SEIU union representative must submit to the immediate supervisor within ten (10) district business days of the response at Step I a written statement of the grievance containing the following:

- A. The facts on which the grievance claim is based; the alleged violation(s) which has personally and adversely affected the employee.
- B. The remedy sought.

The employee and/or the PSE/SEIU union representative will submit the written statement of grievance which will be controlling throughout the resolution of the grievance and will be modified only by mutual consent.

The District shall provide the employee with a notification of disposition responding to the grievance no more than ten (10) district business days after receiving the written statement of the grievance.

Step 3. If the matter is not resolved at Step 2, the employee may request intervention of the Association following receipt of notification of disposition at Step 2. When the grievance, in the judgment of the Association, merits further consideration, the Association will notify, in writing, the Superintendent or designee within ten (10) district business days of the employee's receipt of notification of disposition at Step 2. The Superintendent or designee will, within five (5) district business days of the receipt of the appeal, meet with the employee and a

1 representative of the union to arrive at an equitable solution. A decision will be rendered by the
2 Superintendent or designee within ten (10) district business days after this meeting.

3
4 **Step 4.** If no settlement has been reached within the time period referred to in the preceding
5 subsection, and the Association believes the grievance to be valid, the Association on behalf of
6 the employee may, within ten (10) district business days following receipt of the District's
7 decision referenced in Step 3, request binding arbitration of the grievance. The Arbitrator's
8 deliberation will be limited to the statement of grievance and proposed resolution. Further, the
9 Arbitrator will be without power to make a decision which requires commission of an act
10 prohibited by law or which is outside the scope of the Agreement. If any questions arise as to
11 the arbitrability, such questions will first be ruled upon by the Arbitrator selected to hear the
12 dispute. The parties will be bound by the rules of the American Arbitration Association except
13 as otherwise agreed. The sections of the Collective Bargaining Agreement alleged to be
14 violated are controlling and will not be expanded during the grievance process unless by mutual
15 consent.

16
17 Within ten (10) district business days following selection of the Arbitrator, the Arbitrator will
18 confer with the representative of the Superintendent and the Association and hold hearings
19 promptly and will issue a decision not later than fifteen (15) district business days from the date
20 of the close of the hearing, or if oral hearings have been waived, then from the date that the
21 final statements and proof are submitted. The decision of the Arbitrator will be submitted to
22 the Board and the Association and will be final and binding upon the parties. The costs, if any,
23 travel and subsistence expenses, and the cost of any hearing room will be borne equally by the
24 District and the Association.

25 26 27 28 **ARTICLE XV**

29 30 **SALARIES AND EMPLOYEE COMPENSATION**

31 32 **Section 15.1.**

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

35 36 **Section 15.2.**

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

39 40 **Section 15.2.1.**

41 Bus Drivers will receive monthly compensation for four and one-half (4.5) hours worked per
42 day on a 12-month pro-rata payroll warrant. Other work performed will continue to be
43 compensated on the first pay warrant following the payroll cutoff date. Adjustments to pay for
44 the 4.5 hours will occur if an employee takes unpaid leave or when employment is terminated.

1 **Section 15.3.**

2 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms
3 and conditions of Article XVII, Section 17.3. Should the date of execution of this Agreement be
4 subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.
5

6 **Section 15.4. Payroll Errors:**

7 Payroll errors will be corrected as follows: Under payments shall, absent unusual circumstances, be
8 corrected on the next available payroll (mid-month or end of month) October through July. (Note:
9 there is only one payroll in August and September.)
10

11 **Section 15.5.**

12 Retroactive pay, where applicable, shall be paid on the first regular payday following execution of an
13 agreement if possible, and in any case not later than the second regular payday.
14

15 **Section 15.6.**

16 Employees required to drive personal vehicles from one site to another in the course of their regular
17 work will receive mileage allowance at the adopted District rate.
18

19 **Section 15.7.**

20 Employees required to remain overnight on District assignment will be reimbursed for actual board
21 and room expenditures. (Receipts required.)
22

23 **Section 15.8.**

24 All paydays will be the last business day of the month.
25

26 **Section 15.9. Contract Negotiations.**

27 All bargaining unit members participating on the negotiations team shall be paid eight (8) hours per
28 day, not to exceed forty (40) hours per week, Subject to the provisions Section 7.6.1.
29
30

31 **ARTICLE XVI**

32 **CERTIFICATION AND SAFETY**

33
34
35
36 **Section 16.1.**

37 The District will make every effort to comply with applicable safety codes as set forth in Federal or
38 State law, and the employees will cooperate in the use of all safety devices. A maximum of one (1)
39 hour will be provided to transportation personnel when necessary to clean up from substances such as
40 diesel fuel, bodily fluids, etc. Employees will cooperate with the District in the maintenance of a
41 generally well kept area, and equipment. The District will discontinue the practice of having regular
42 drivers participate in the transportation department safety committee which reviews and makes
43 recommendation for or against their peers.
44

45 Employees who submit a bus incident report informing the District of any act of physical violence
46 against a driver or transportation assistant shall meet with the District within three (3) working day of
47 the incident (or as soon as the driver or transportation assistant is physically able to meet). The District
48 will provide a written plan of help with the said student for the transportation employee's safety.

1 **Section 16.2.**

2 All employees in positions covered by this Agreement who fail to provide such licenses and/or
3 certificates as may be required by State or local law or regulations, will not be allowed to work under
4 the terms of this Agreement until said certificate is provided to the Human Resources officer, and/or
5 Director of Transportation. Whenever additional licenses and/or certificates are required, the District
6 will give every assistance possible to the employee, and will reimburse the employee, not to exceed
7 one hundred dollars (\$100) annually including out-of-pocket co-pays, toward the cost of their CDL
8 physical if not covered by insurance. Receipts are required for reimbursement. However, it is the
9 obligation of the employee to keep the required licenses and/or certificates in force and failure to do so
10 may be deemed cause for disciplinary action, suspension without pay, or discharge in accordance with
11 Section 11.1.

12
13 **Section 16.3.**

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

18
19 **Category I Trainee has a Class A or B CDL with Passenger Endorsement/S-Endorsement/Airbrakes.**

20 Drug Screen	\$45.00	
21 Fingerprinting	<u>\$85.00</u>	
22 Total	\$130.00	Reimbursement \$65.00

23
24 **Category II Trainee has a Class A or B CDL**

25 Drug Screen	\$45.00	
26 Fingerprinting	\$85.00	
27 CDL Written Test	\$10.00	
28 CDL on-Road Test	\$110.00	
29 License Conversion	<u>\$25.00</u>	
30 Total	\$275.00	Reimbursement \$85.00 (if road test is not required; \$100.00 if road test is required.)

31
32
33 **Category III Trainee has no CDL**

34 CDL Permit	\$10.00	
35 CDL Physical	\$100.00	
36 Drug Screen	\$45.00	
37 CDL Written Test	\$10.00	
38 CDL On-Road Test	\$110.00	
39 License Conversion	\$25.00	
40 Fingerprinting	<u>\$85.50</u>	
41 Total	\$385.00	Reimbursement \$135.00

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ARTICLE XVII

TERM AND CONFORMITY OF HOUR SAVINGS CLAUSE

Section 17.1.

The term of this Agreement shall be September 1, 2019 to August 31, 2022.

Section 17.2.

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 17.3.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that this Agreement shall be reopened to renegotiate Article XII, Insurance, Section 12.1 as noted. This Agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create the authority to alter personnel practices in public employment.

Section 17.3.1.

Nothing contained in this Agreement either by application or interpretation is to be construed so as to in any way cause directly or indirectly the District, its Board, officers, employees, or agents to grant compensation or increases thereto in excess of those permitted by law or regulation unless otherwise bargained in this contract.

Should the Legislature appropriate additional classified compensation increases, the parties will meet to discuss how such increases might be accomplished, if and when during the term of this Agreement the State dollars for such are received by the District.

Section 17.4.

In the event that any provision of this Agreement will at any time be declared invalid by any court of competent jurisdiction or through government regulations, or decree, such decision will not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid will remain in full force and effect.

Section 17.5.

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

Section 17.6.

In the event either of the foregoing sections is determined to apply to any provision of this Agreement, such provision will be renegotiated pursuant to Section 17.3.

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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/ SEIU Local 1948

AUBURN TRANSPORTATION (PSEA/T)

FOR AUBURN SCHOOL DISTRICT #408

BY: _____
Kimberly Capitan, Chapter President

BY: _____
Ryan Van Quill, School Board President

BY: _____
Jan McCart, Negotiations Chairman

DATE: _____

DATE: _____

BY: _____
Chris Callaham, Executive Director, HR

DATE: _____

Schedule A
Auburn PSEA/T
September 1, 2019 – August 31, 2020

	<u>1-7 Yrs</u>	<u>8-15 Yrs</u>	<u>16-23 Yrs</u>	<u>24-31 Yrs</u>	<u>32+ Yrs</u>
Bus Driver	\$27.19	\$27.74	\$28.29	\$28.84	\$29.39
Transportation Assistant	\$20.77	\$21.32	\$21.87	\$22.42	\$22.97
Substitute Driver	\$20.00				

Driver Trainer Stipend \$2.00 per hour

Effective upon receipt of legislatively authorized and funded salary increases, Schedule A will be amended accordingly, and in addition as bargained in this contract.

NOTES:

Bus Drivers will receive monthly compensation for four and one-half (4.5) hours worked per day on a 12-month prorate payroll warrant. Other work performed will continue to be compensated on the first pay warrant following the payroll cutoff date. Adjustments to pay for the four and one-half (4.5) hours may occur if an employee lacks needed paid leave, or who has discharged or terminates employment.

2) Salaries for drivers and transportation assistants shall be increased as follows:

- 2019-2020 – Schedule A shall be increased by 6.5% inclusive of IPD
- 2020-2021 – Schedule A shall be increased by 3.5% inclusive of IPD
- 2021-2022 – Schedule A shall be increased by 2.5% IPD.

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 TRANSPORTATION 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 as follows:

Article IX, Section 9.13 Personal Leave

Employees will be given three (3) days of paid personal leave annually. An employee may carry over up to two (2) days and use up to five (5) personal leave days per year. Such leave shall be prearranged and subject to the approval of their supervisor. Denial of personal leave can be appealed to the superintendent or designee. Personal leave can be used in full day increments. Employees will be permitted to utilize their personal leave due to inclement weather.

This Letter of Agreement shall become effective upon the signatures of all parties; shall remain in effect until August 31, 2022; and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES
OF AUBURN TRANSPORTATION #702

AUBURN SCHOOL DISTRICT #408

BY: Kim Capitan
Kim Capitan, Chapter President

BY: Chris Callahan
Chris Callahan, Executive Director, Human Resources

DATE: 1-7-2020

DATE: 1/7/20

BY: Linda Riola
Linda Riola, Negotiations Chair

DATE: 1/7/2020



1 LETTER OF AGREEMENT

2
3 THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING
4 AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL
5 1948 AUBURN PSEA-T CHAPTER AND THE AUBURN SCHOOL DISTRICT #408. THIS
6 AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.3 OF THE
7 CURRENT COLLECTIVE BARGAINING AGREEMENT.
8

9 The parties agree to amend the following Sections in the collective bargaining agreement:

10
11 **9.8. Leave of Absence.**

12 **Section 9.8.1.**

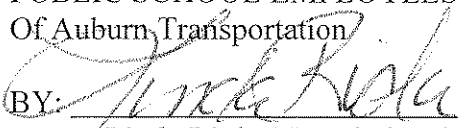
13 Upon approval of the Board of Directors, an employee may be granted a leave of absence for
14 extreme personal medical circumstances, or a student teaching experience. An employee can
15 only be granted one leave during a part or portion of a single school year and will not include
16 parts or portions of any two (2) school years. At the conclusion of the leave, the employee
17 shall return to their assignment according to 9.8.2. The decision to grant or deny the leave by
18 the district shall be final and not subject to a grievance, unless the decision is made for arbitrary
19 or capricious reasons.
20

21 **Section 9.8.3.**

22 The employee will retain vested vacation and seniority while on leave of absence. The
23 employee may retain up to 5 days of sick leave. However, no benefits or leaves will accrue
24 while the employee is on leave of absence.
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29 PUBLIC SCHOOL EMPLOYEES
30 OF WASHINGTON/SEIU Local 1948
31
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33 PUBLIC SCHOOL EMPLOYEES
34 Of Auburn Transportation


35
36 BY: 
37 Linda Riola, Negotiation Chair

38
39
40 DATE: 11/18/19

41
42 BY: 
43 Kim Capitan, Chapter President

44
45
46 DATE: 11-18-19
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Auburn SCHOOL DISTRICT

BY: 
Chris Callaham, Executive Director
Human Resources

DATE: 11-18-19