

COLLECTIVE BARGAINING AGREEMENT BETWEEN  
**PENINSULA SCHOOL DISTRICT**  
AND  
**PUBLIC SCHOOL EMPLOYEES OF PENINSULA**  
**BUS DRIVER UNIT**  
SEPTEMBER 1, 2008 - AUGUST 31, 2011

**PSE STATE OFFICE**  
P. O. BOX 798  
Auburn, WA 98071-0798

## TABLE OF CONTENTS

	<u>Page</u>
DECLARATION OF PRINCIPLES	1
PREAMBLE	1
ARTICLE I RECOGNITION AND COVERAGE	2
ARTICLE II RIGHTS OF THE DISTRICT	2
ARTICLE III RIGHTS OF EMPLOYEES	3
ARTICLE IV RIGHTS OF THE ASSOCIATION	4
ARTICLE V APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	5
ARTICLE VI CONFERENCE COMMITTEE	6
ARTICLE VII HOURS OF WORK AND WORKING CONDITIONS	6
ARTICLE VIII HOLIDAYS AND VACATIONS	11
ARTICLE IX LEAVES	11
ARTICLE X PROBATION, SENIORITY, AND LAYOFF PROCEDURES	15
ARTICLE XI DISCIPLINE AND DISCHARGE OF EMPLOYEES	16
ARTICLE XII INSURANCE AND RETIREMENT	16
ARTICLE XIII VOCATIONAL TRAINING	17
ARTICLE XIV UNION MEMBERSHIP	18
ARTICLE XV GRIEVANCE PROCEDURE	19
ARTICLE XVI SALARIES AND EMPLOYEE COMPENSATION	20
ARTICLE XVII COMMERCIAL DRIVERS LICENSE DRUG TESTING	21
ARTICLE XVIII TERM AND SEPARABILITY OF PROVISIONS	22
SIGNATURE PAGE	23
SCHEDULE A Salary Schedule 2008-2009	24

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

## DECLARATION OF PRINCIPLES

1. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.
2. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.
3. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.
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 Employee's Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest in District Number 401.

25  
26

## P R E A M B L E

27 This Agreement is made and entered into between Peninsula School District Number 401  
28 (hereinafter "District") and Public School Employees of Peninsula, Bus Driver Unit, an affiliate of Public  
29 School Employees of Washington (hereinafter "Association").

30  
31 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations  
32 promulgated pursuant thereto, and in consideration of the mutual covenants contained herein, the parties  
33 agree as follows:  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

ARTICLE I

**RECOGNITION AND COVERAGE OF AGREEMENT**

**Section 1.1.** The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.3, and the Association recognizes the responsibility of representing the interests of all such employees.

**Section 1.2.** Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030(2).

**Section 1.3. Bargaining Unit Membership.** The bargaining unit to which this Agreement is applicable is as follows: All classified employees performing work in the Bus Driver job and Driver Trainer classification. Substitutes who work greater than thirty (30) cumulative days in the current or immediately preceding school year shall be entitled to the right granted in Section 16.7.

**Section 1.4.** The District shall enter into no agreement or contract with employees subject to this Agreement which is inconsistent with the terms and conditions of this Agreement.

**Section 1.5.** Descriptions for all positions subject to this Agreement are attached hereto as informational items.

ARTICLE II

**RIGHTS OF THE DISTRICT**

**Section 2.1.** It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operation is conducted.

**Section 2.2.** The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

**ARTICLE III**

**RIGHTS OF EMPLOYEES**

**Section 3.1.** It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group or individual. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

**Section 3.2.** Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the District.

**Section 3.3.** Employees of the unit subject to this Agreement have the right to have Association representatives or other bargaining unit members present at discussions between themselves and supervisors or other representatives of the District as hereinafter provided.

**Section 3.4. District Transportation Manual.** The District shall provide each employee with a copy of the District's Transportation Manual. Employees will acknowledge receipt of said manual and be accountable for its content.

**Section 3.5.** Neither the District, nor the Association, shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a disability with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the disabled person or others.

**Section 3.6.** Each employee reserves and retains the right to delegate any right or duty contained in this Agreement, exclusive of compensation for services rendered, to appropriate officials of the Association.

**Section 3.7. Right to Inspect File.**

**Section 3.7.A. Personnel File.** There shall be only one (1) official personnel file for each employee. This file shall be kept in the District Administration Office. Each employee shall have the right, upon request, and after making an appointment with the Personnel Administrator, to review the contents of his/her official personnel file. The review shall be made in the presence of the Personnel Administrator or his/her designee. During the review, the employee shall be allowed to copy any material therein at their own expense, and shall be permitted to make a written inventory of material and, on request, have such inventory signed and dated by the Personnel Administrator.

1 **Section 3.7.B. Supervisor's File.** There shall be only one (1) supervisor's work file for each employee.  
2 Each employee shall have the right, upon request, and after making an appointment with the supervisor, to  
3 review the contents of his/her working file. The review shall be made in the presence of the supervisor or  
4 his/her designee. During the review the employee shall be allowed to copy any material therein at their  
5 own expense, and shall be permitted to make a written inventory of material and, on request, have  
6 inventory signed and dated by the supervisor. By August 31<sup>st</sup> of each year all materials shall be destroyed  
7 or maintained in the personnel records at the district office.

8  
9 **Section 3.7.C. Investigative Files.** The District maintains legal/investigative files for documents  
10 concerning investigations, litigations, and/or legal activity related to employees or personnel matters.  
11

12 **Section 3.7.1.** Each employee shall be provided a copy of all material placed in his/her personnel file or  
13 supervisor's working file within five (5) working days of its insertion. An employee may attach  
14 comments to any material that is a part of the personnel file.  
15

16 **Section 3.7.2. Complaints.** Any legitimate complaint made against an employee by any parent, student,  
17 or other person, will be called to the attention of the employee within a reasonable period of time. Any  
18 investigation conducted will gather information in a fair and objective manner. Any complaint not called  
19 to the attention of the employee may not be used as the basis for any disciplinary action against the  
20 employee.  
21

22 **Section 3.7.3. Right to Attach Comments.** An employee may attach a short, concise written statement  
23 of his/her own position on any item placed in the personnel file.  
24

25 **Section 3.8.** Any employee whose personal vehicle is vandalized on school district property during  
26 working hours shall be entitled to compensation for either the deductible portion of the employee's  
27 personal automobile insurance up to a two hundred dollar (\$200.00) maximum per occurrence or the  
28 actual cost of repair up to a two hundred dollar (\$200.00) maximum per occurrence. In order to recover  
29 such amount, the employee must submit a signed police report in support of the claim.  
30

31 **Section 3.9. Recording Devices.** Recording devices are a tool to assist in providing a safe and secure  
32 educational environment for students and staff. The recording may be used like any other evidence in  
33 cases involving safety concerns or employee discipline but shall not be used to monitor employee  
34 performance without prior notice to the employee. Only necessary and appropriate staff shall have access  
35 to the recording and it shall be used for legitimate district purposes such as those listed above.  
36  
37

## 38 ARTICLE IV

### 39 **RIGHTS OF THE ASSOCIATION**

40  
41  
42 **Section 4.1. Employee Representation.** The Association has the right and responsibility to represent the  
43 interests of all employees in the unit; to present its views to the District on matters of concern, either  
44 orally or in writing; to consult or to be consulted with respect to the formulation, development, and  
45 implementation of industrial relations matters and practices which are within the authority of the District;  
46 and to enter collective negotiations with the object of reaching an agreement applicable to all employees  
47 within the unit.

1 **Section 4.2. Employee Orientation.** The names of employees subject to this Agreement will be  
2 provided, upon request, to the President of the Association.

3  
4 **Section 4.3.** The Association reserves and retains the right to delegate any right or duty contained herein  
5 to appropriate officials of the Public School Employees of Washington State Organization.  
6

7 **Section 4.4. Released Time.** The President of the Association and his/her designated representatives  
8 will be provided time off without loss of pay to a maximum of ten (10) days per year to attend regional or  
9 state meetings when the purpose of those meetings is in the best interests of the District as determined by  
10 the District administration. The Association shall reimburse the District for the cost of required  
11 substitutes.  
12

13 **Section 4.5. Information Access.** Upon request, and without violation of the Privacy Act and  
14 RCW 42.17, the District shall provide the Association with information regarding each employee in the  
15 bargaining unit, limited to the information currently stored in the District personnel data system.  
16

17 **Section 4.6. Bulletin Boards.** The District shall provide bulletin board space for the use of the  
18 Association. The bulletins posted by the Association are the responsibility of the officials of the  
19 Association. Each bulletin shall be signed by the Association official responsible for its posting.  
20 Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by  
21 employees or the Association of pamphlets, advertising, political matters, notices of any kind, or literature  
22 on District property, other than herein provided.  
23

24 **Section 4.6.1.** The responsibility of the prompt removal of notices from the bulletin boards after they  
25 have served their purpose shall rest with the individual who posted such notices.  
26

27 **Section 4.7.** The Association is entitled, at the request of the employee, to have an observer or a  
28 representative at hearings arising out of a grievance conducted by any District official or body and to  
29 make known the Association's views concerning the case.  
30

## 31 32 **ARTICLE V**

### 33 34 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

35  
36 **Section 5.1.** It is agreed and understood that matters appropriate for consultation and negotiation between  
37 the District and the Association are grievance procedures and collective negotiations on personnel  
38 matters, including wages, hours and working conditions.  
39

40 **Section 5.2.** It is further agreed and understood that the District will consult with the Association prior to  
41 making changes in working conditions not covered by this Agreement.  
42

43 **Section 5.3. School Calendar Preparation.** It is further agreed that the Superintendent or his designee  
44 shall solicit the opinion of the Association in preparing the District's proposal for the annual school  
45 calendar.  
46  
47

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

## ARTICLE VI

### **CONFERENCE COMMITTEE**

**Section 6.1. Membership.** The Association will designate a Conference Committee of the PSE Executive Board who will meet with the Superintendent of the District and/or his/her designated representatives on a mutually agreeable regular basis to discuss appropriate matters.

**Section 6.2.** The Association representatives pursuant to Section 6.1 shall represent the Association and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated that he/she does not desire to pursue a grievance. This does not, however, preclude the Association's right to pursue the matter to conclusion. They may consult with the District on complaints without a grievance being made by an individual employee.

## ARTICLE VII

### **HOURS OF WORK AND WORKING CONDITIONS**

**Section 7.1. Workweek.** The District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest. The workweek begins on Monday.

**Section 7.2. Route Pack.** Each employee shall be assigned to a route pack during the workweek, at the beginning of each work year, which shall not be changed without prior notice to the employee of three (3) working days before the change is made. The District may change an employee's route pack and/or workweek, without the three (3) day notice, with prior approval of the employee or as a result of a bona fide emergency as determined by the District. "Route pack" shall be defined as a combination of morning, midday, afternoon and activity run shift times including regular and special education runs. Each day, employees shall be offered the opportunity to work the total number of minutes in each day of the posted route pack.

**Section 7.3.** Eight (8) hour employees will receive a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable as well as two 15-minute break periods, one each in the morning and afternoon.

**Section 7.4.** Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period in accordance with the terms of this Agreement.

1 **Section 7.5. School Closure Procedures.** In the event of an unusual school closure due to inclement  
2 weather, plant inoperation, or the like, the District will make a reasonable effort to notify each employee  
3 to refrain from coming to work. Employees reporting to work shall receive a minimum of one (1) hour's  
4 pay at base rate in the event of such a closure; provided, however, no employee shall be entitled to any  
5 such compensation in the event of actual notification through the appropriate media by the District of the  
6 closure prior to leaving home for work.

7  
8 **Section 7.6. Overtime.** All hours worked in excess of forty (40) per workweek shall be compensated at  
9 one and one-half (1½) times the employee's base hourly rate; provided, however, that overtime must have  
10 the prior approval of the District.

11  
12 **Section 7.6.1.** All hours worked on Sundays and holidays shall be compensated at time and one-half.

13  
14 **Section 7.7.** Non-bargaining unit employees of the District may be assigned to runs only on an  
15 emergency basis as determined by the transportation supervisor.

16  
17 **Section 7.8. Safety Check.** Drivers shall report ten (10) minutes prior to each regular run time or extra  
18 trip. During this time the driver shall safety check, properly warm up and clean the inside of the bus.  
19 Drivers shall be paid for all required "cool down" and post-trip time.

20  
21 **Section 7.9. Substitutes.** Should a driver fail to report prior to scheduled departure time, as required in  
22 Section 7.8, the District will contact a substitute driver. Once the District contacts a substitute, the regular  
23 driver shall forfeit that run.

24  
25 **Section 7.10. Layover Time.** If there are sixty (60) minutes or less between a driver's regular assigned,  
26 bid or extra runs, compensated time shall continue uninterrupted. This clause shall not apply to non-  
27 driving work.

28  
29 **Section 7.10.1. Work During Layover Time.** It is understood by all parties to this Agreement that any  
30 time not spent in actual driving time but is paid time shall be directed by the District and that the  
31 employee shall report to the Transportation Office for other assigned tasks, unless specifically authorized  
32 otherwise.

33  
34 **Section 7.11. Minimum Work Shift.** The minimum shift for each duty call shall be two (2) hours, and  
35 if an employee works a split shift, it shall total a minimum of four (4) hours; provided, however, that  
36 shifts of shorter duration may be established upon mutual agreement between the District, the employee,  
37 and the Association. The District shall not assign regular runs in such a way that an employee would have  
38 more than one (1) unpaid split per day.

39  
40 **Section 7.12.** All trips other than regular daily scheduled bus runs shall be compensated at the employee's  
41 base hourly rate for the duration of the trip; provided, however, that bus drivers shall be subject to the  
42 provisions relative to overtime herein provided.

1 **Section 7.12.1.** The District shall provide rest room and telephone access to drivers returning after hours  
2 from field trips.

3  
4 **Section 7.13. Posting.** Extra transportation trips shall normally be posted on the driver's bulletin board  
5 forty-eight (48) hours prior to trip departure. Trips received one day prior to the date of the trip shall be  
6 posted on the daily bid board. All drivers may bid on posted trips by seniority number and name. When  
7 trip time conflicts with regular assigned work, drivers may choose to forfeit their regular assigned route  
8 (i.e., AM, PM, Midday, or all) to allow them to bid the trip. All extra trips, including Sunday and holiday  
9 trips, shall be awarded to the senior driver signing up except as hereinafter provided.

10  
11 **Section 7.13.1.** Extra trips shall only be assigned to a bidding driver when their dispatch time is equal to  
12 or less than forty (40) hours per week, and that extra trip does not create an overtime situation. Dispatch  
13 time is defined as all contracted time plus extra hours paid minus paid holiday time and/or paid leave time  
14 actually taken. If all bidding drivers would be in an overtime situation, the trip shall be assigned to the  
15 senior driver with the least amount of overtime estimated, except on Sunday or holiday trips.

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

18  
19 A. If no driver announces his/her availability for posted extra trips, the work will be assigned in reverse  
20 order of seniority.

21  
22 B. If no driver or substitute announces his/her availability for midday or activity runs, the work will be  
23 assigned in reverse order of seniority.

24  
25 **Section 7.14.1. Additional Assignments.**

26  
27 A. All regular employees will be paid the Special Education driver rate when they substitute on a Special  
28 Education run, take a Special Education run, or a Special Education trip.

29  
30 B. All employees will be paid the regular driver rate when they substitute on regular runs or take regular  
31 extra trips.

32  
33 **Section 7.14.2. Change In Assigned Trip.** Drivers who are awarded an extra trip must work said trip  
34 unless arrangements satisfactory to the Transportation Supervisor are made. If a trip is changed two (2)  
35 hours or more in time or in destination, the driver may request a release for his/her obligation. Release  
36 may be granted by the Transportation Supervisor or designee based on the following:

37  
38 A. Request is made in a timely manner and sufficient time is available to allow the trip to occur on  
39 schedule.

40  
41 B. The next bidding driver is available and will not be placed in overtime for the week.

42  
43 C. The trip will not be subject to rebidding.  
44  
45  
46  
47

1 **Section 7.14.3. Cancellation.** In the event an extra trip is cancelled and the driver awarded the extra trip  
2 is unable to drive his/her regular run, the employee will receive pay equal to the amount of their regular  
3 route, provided they report to the transportation supervisor or designee and perform other job related  
4 duties if assigned by the District.

5  
6 **Section 7.15.** An employee assigned an extra trip who misses work the day before or on the same day of  
7 such trip shall not be allowed to take the trip except for extra trips scheduled less than twenty-four (24)  
8 hours prior to the scheduled trip departure time.

9  
10 **Section 7.15.1.** It is agreed that any employee off work due to school district related business that cannot  
11 be scheduled outside of school hours shall be exempted from this requirement.

12  
13 **Section 7.16.** Special assignments, such as extended overnight trips, shall be contracted at the appropriate  
14 rate of pay for the actual driving time or the equivalent of eight (8) hours appropriate pay per day,  
15 whichever is greater, except for the first day of the trip when pay will be for actual driving time or route  
16 pack time, whichever is greater, and on the last day of the trip when pay will be for all time related to the  
17 trip. Subsistence shall be in conformance with District policy. Drivers will fill out a separate driver's log  
18 (time sheet) for each day the driver is on the trip.

19  
20 **Section 7.17. Assignments.** All transportation assignments other than bus driving assignments shall be  
21 selected on the basis of seniority provided the employee meets the qualifications for the position.

22  
23 **Section 7.18. Assignment of Runs.** Drivers will choose runs (route packs) prior to the beginning of each  
24 year based on seniority. Route packs will be adjusted based on actual driving times which includes  
25 warmup to cool down or post-trip.

26  
27 **Section 7.19. Route Bumping.** After choices have been made, no changes may be made unless there has  
28 been an increase or decrease in driving times of thirty (30) minutes or more per day. These after-choice  
29 changes are called "bumps."

30  
31 **Section 7.19.1.** A list of route pack times will be given to the Association president for posting on the  
32 driver bulletin board on the first working day of each month. This list shall remain posted for at least five  
33 (5) working days.

34  
35 **Section 7.19.2.** In the event a bump is in order, the affected employee may bump to a route held by any  
36 junior employee or bid to a posted open route. A related subsequent opening shall be posted or the next  
37 affected bumped employee may bid to the opening or bump a junior driver. The initial bump request must  
38 be submitted within the first five (5) working days of the month. After this initial bump request, any  
39 affected bumped employee must bid related subsequent openings or bump a junior employee by 10:00  
40 a.m. of the day following notification. Notification of intent to bump must be communicated to the  
41 Transportation Director or Operations Coordinator by 10:00 a.m. Affected bumped employees will be  
42 notified by 4:30 p.m. of the same day. After February 1 there will be no more than five (5) "bumps" in  
43 route packs due to a single opening or single change in route pack time.

1 **Section 7.19.3.** A position vacant temporarily due to a granted leave of absence shall be posted on a  
2 temporary basis for the specific period of the leave. This leave of absence must be four (4) or more  
3 continuous months during any school year (bid day to last day of school). A second position vacant due  
4 to the assignment of an employee bidding to the original open temporary position shall likewise be posted  
5 as shall a third position; provided, however, that subsequent openings beyond the third, if any, shall  
6 require that any employee bidding must increase their daily time by thirty (30) minutes or more. The  
7 remaining open position shall be filled by a substitute employee.

8  
9 **Section 7.19.4.** In the event the original employee returns from their leave, they shall be reassigned to  
10 their former position. The employee who took that position on the temporary basis shall be assigned to  
11 the last position from the bidding process which was filled by the substitute.

12  
13 **Section 7.19.5.** If an employee on injury/illness leave is able to return to an available light duty  
14 assignment as approved by their doctor, they must do so; however, their former position will remain filled  
15 by the temporary employee until the employee on leave of absence is able to return to full duty.

16  
17 **Section 7.19.6.** If an employee on leave indicates they are not returning, the position(s) will remain filled  
18 by the temporarily assigned employees for the balance of the year.

19  
20 **Section 7.19.7.** When, in the judgment of the District, there will be a long-term vacancy of less than  
21 four months duration in Mid-day K run and it is non route-packed, the position may be split and posted  
22 as two (2) separate temporary positions. These positions will be posted and assigned based upon  
23 seniority, on a one-time basis.

24  
25 **Section 7.20.** All midday runs which are open on a temporary basis shall be filled temporarily on a  
26 seniority basis.

27  
28 **Section 7.21. Position Posting.** The District shall publicize within the bargaining unit for five (5)  
29 working days the availability of an initial open position or run as soon as possible after the District is  
30 apprised of the opening. Subsequent open positions or runs that result from the initial open run award to a  
31 bargaining unit member shall be publicized within the bargaining unit for one (1) working day (10:00 a.m.  
32 to 10:00 a.m.). All open positions or runs shall be filled as soon as reasonable after closing.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

**ARTICLE VIII**

**HOLIDAYS AND VACATIONS**

**Section 8.1. Days.** All employees shall receive the following paid holidays:

- |                                |  |
|--------------------------------|--|
| 1. New Year's Day              | 7. Veterans' Day   |
| 2. Martin Luther King, Jr. Day | 8. Thanksgiving Day  |
| 3. Presidents' Day             | 9. Day after Thanksgiving                                      |
| 4. Memorial Day                | 10. Day before or after Christmas*                             |
| 5. Independence Day*           | 11. Christmas Day  |
| 6. Labor Day                   | 12. Day before or after New Year's Day*<br>(beginning 2009-10) |

\*Twelve (12) month employees only.

**Section 8.1.1.** Any holiday proclaimed by the federal or state government, including any of the present holidays that may be granted on the Monday following the holiday and proclaimed to be a school holiday by the Superintendent of Public Instruction, shall be considered a paid holiday.

**Section 8.1.2. Unworked Holidays.** Eligible employees shall receive pay equal to their normal work shift at their current driver rate in effect at the time the holiday occurs. To receive holiday pay, the employee must work the scheduled day prior to and immediately after the holiday or be paid on a paid leave status.

**Section 8.1.3. Worked Holidays.** Employees who are required to work on the above-described holidays shall receive pay at the overtime rate.

**ARTICLE IX**

**LEAVES**

**Section 9.1. Sick Leave.**

**Section 9.1.1.** Each employee shall accumulate one (1) day of sick leave per month up to a maximum of eleven (11) days of sick leave per year, or at least that portion of eleven (11) days which represents the relationship between days worked and the amount of days normally worked in a full school year. Sick leave shall be vested when earned and may be accumulated as provided in State law. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.

1 **Section 9.1.2.** In the event employees are absent for reasons which are covered by industrial insurance,  
2 the District shall pay the employee an amount equal to the difference between the amount paid the  
3 employee by the Department of Labor and Industries and the amount the employee would normally earn.  
4 A deduction shall be made from the employee's accumulated sick leave in accordance with the amount  
5 paid to the employee by the District.  
6

7 **Section 9.1.3.** Employees who have accrued sick leave while employed by another public school district  
8 in the State of Washington shall be given credit for such accrued sick leave upon employment by the  
9 District.  
10

11 **Section 9.1.4. Sick Leave Buy Back.** Employees may cash in unused sick leave days above an  
12 accumulation of sixty (60) days at a ratio of one full day's monetary compensation for four (4)  
13 accumulated sick leave days. At the employees' option, they may apply for their unused sick leave days  
14 in January of the school year following any year in which a minimum of sixty (60) days of sick leave is  
15 accrued and each January thereafter, at a rate equal to one day's monetary compensation to the employee  
16 for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced  
17 four (4) days for each day compensated.  
18

19 At the time of separation from school district employment due to retirement\* or death, an eligible  
20 employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current  
21 monetary compensation to the employee for each four (4) full days accrued sick leave for illness or injury.  
22

23  
24 \*For the purposes of this provision, retirement shall be defined as when an employee is eligible to receive  
25 benefits under the Public Employment Retirement System.  
26

27 **Section 9.2.** A doctor's certificate may be required for illness of any duration at the discretion of the  
28 transportation supervisor or a District-level administrator.  
29

30 **Section 9.3. Physical Examinations.** As a condition of employment, physicals are required by State and  
31 District policy and are the responsibility of the employee and shall be scheduled outside of work hours. If  
32 there is a scheduling conflict created by the attending physician, the employee and the supervisor shall  
33 meet to work out an acceptable time for scheduling the physical examination.  
34

35 **Section 9.4. Uses of Sick Leave.** Absences warranting use of sick leave are:  
36

- 37 A. Personal illness or injury.  
38  
39 B. Leave for emergencies. An emergency is defined as an unexpected situation or sudden occurrence of  
40 a serious or urgent nature that demands immediate attention involving the employee or when pre-  
41 planning would not have alleviated the need for the employee's absence.  
42  
43 C. Appointments with medical or dental doctors or other legally recognized practitioners to prevent  
44 illness or preserve health of the employee and which cannot be scheduled outside of school hours.  
45  
46 D. In accordance with RCW 49.12.270, as now or hereafter amended, to care for a child of the employee  
47 with a health condition that requires treatment or supervision, or a spouse, parent, parent-in-law, or

1 grandparent of the employee who has a serious health condition or an emergency condition.

2 E. The District and the employees shall comply with federal and state laws and regulations and District  
3 policy regarding family and medical leave provisions.

4  
5 **Section 9.4.1. Bereavement Leave.** Bereavement leave days will be granted as defined below, provided  
6 one of the bereavement leave days includes the day of the funeral. Additional bereavement leave days, in  
7 excess of the days allocated according to this section, shall be considered and may be granted at the  
8 discretion of the Superintendent or his/her designee. Bereavement leave is non-cumulative.

9  
10 A. Up to five (5) days bereavement leave shall be granted on the occurrence of the death  
11 of the employee's spouse, son, daughter, father, mother, or step-parent.

12  
13 B. Up to three (3) days of bereavement leave shall be granted on the occurrence of the  
14 death of the employee's sister, brother, grandchild, mother-in-law, father-in-law, and  
15 any other relative who is a member of the employee's household, or of whom the  
16 employee is the sole support.

17 C. One (1) day of bereavement leave on the occurrence of the death of other immediate  
18 family members which shall include grandparents, son-in-law, daughter-in-law,  
19 brother-in-law and sister-in-law.

20  
21 **Section 9.4.2. Personal Leave.** All bargaining unit members may take up to three (3) days of personal  
22 leave per year, non-cumulative, to conduct personal business which cannot be conducted outside of  
23 normal working hours. Employees shall provide the Transportation Supervisor with no less than five (5)  
24 days' notice. Such leave shall be granted as soon as possible in advance, except in emergency situations  
25 where a sufficient number of personnel are not available to provide necessary District operation. Any use  
26 of personal leave will be deducted from an employee's accumulated sick leave. Personal leave may not  
27 be used during the first two weeks of September, or to extend school breaks or a holiday except for  
28 extraordinary family related events (e.g. weddings or graduations) where scheduling the event is outside  
29 the control of the employee.

30  
31 **Section 9.5. Maternity Leave.** Upon application therefore, the District shall grant child-rearing leave,  
32 pursuant to Section 9.7, immediately following the conclusion of maternity leave granted under  
33 Section 9.1. The leave shall be for a mutually agreed definite period of time, not to exceed one (1) year.  
34 Employees granted child rearing leave must return to work at the agreed time or resign. Seniority and  
35 other benefits shall not accrue during child rearing leave. Employees wishing to return to work prior to  
36 the completion of their leave may be reinstated earlier at the sole discretion of the District. Employees  
37 must be allowed up to sixty (60) days of child rearing leave or leave for the rest of the school year,  
38 whichever is less, during which they will retain rights to their run, which will not be bid.

39  
40 **Section 9.5.1. Paternity/Adoption Leave.** The birth of a male employee's child, or attendance by either  
41 or both adoptive parents at court and legal proceeding, home study and evaluation of home visitations  
42 required by an adoption agency in connection with the adoption of a child by the employee; provided, that  
43 no more than two (2) days of leave may be taken under this paragraph by any one employee in any school  
44 year except upon approval of the Superintendent or designee.

1  
2 **Section 9.6. Judicial Leave.** In the event an employee subject to the Agreement is summoned to serve  
3 as a juror, or when required to appear as a witness in court and paid a witness fee, or is named  
4 codefendant with the School District, he/she shall receive his/her normal day's pay for each day he/she is  
5 required in court; provided, however, that any compensation received for such service shall be paid to the  
6 District. Such payment to the District shall not exceed the employee's normal daily pay less bona fide  
7 expenses. Such payment shall not apply in any matters brought by or against the District, unless  
8 subpoenaed by the District. In the event that the employee is a party (plaintiff or defendant) in court  
9 action, he/she may request a leave of absence which may be granted without pay.

10  
11 **Section 9.7. Leave of Absence.** Upon recommendation of the immediate supervisor through  
12 administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee  
13 may be granted an extended leave of absence for a period not to exceed one (1) year. Request for such  
14 leave is to be made in writing. A leave of absence is to be requested and granted only for a specific period  
15 of time. All requests will be considered in light of available substitutes and, when granted, will be  
16 without compensation.

17  
18 **Section 9.8.** The returning employee will not necessarily be assigned to the identical position occupied  
19 before the leave of absence. However, provided a vacancy exists for which the employee is qualified, the  
20 employee shall be reinstated to a position equivalent in duties and salary to that held at the time the  
21 request for leave of absence was approved.

22  
23 **Section 9.9. Protracted Illness Leave.** Any employee who has completed the probationary period shall  
24 be entitled to apply for non-compensated leave of absence in cases of protracted illness or injury,  
25 including maternity disability, as certified by his/her physician.

26  
27 **Section 9.9.1.** Upon approval by the Board, such leave shall be granted for the period of actual illness or  
28 injury up to one (1) year. If additional time is necessary, written application must be made to the District  
29 and up to one (1) additional year may be granted at the discretion of the District. An employee who has  
30 been on protracted illness leave for more than six (6) months shall give twenty (20) working days notice  
31 in writing of intent to return to work. An employee who has been off less than six (6) months shall give  
32 ten (10) days notice of intent to return to work. Before the employee may return to work, he/she shall  
33 have his/her fitness to return to work certified in writing by the attending physician. Upon returning, the  
34 employee shall be returned to the route he or she had been driving, unless the route has been abolished, or  
35 a general reduction in force has placed a more senior employee in the position. In those cases, the  
36 employee shall be returned to as equivalent a route as possible without violating the terms of Article X.

37  
38 **Section 9.9.2. ADA Compliance.** Any potential accommodation deemed appropriate under the  
39 provisions of the Americans with Disabilities Act which conflicts with any provision of this Agreement  
40 shall require notification to the Association. This Agreement shall not be used as a bar to implementing  
41 ADA regulations.

42  
43 **Section 9.10.** Employees on unpaid leave are not eligible for District paid insurance contributions, but  
44 may be continued at employee expense subject to insurance company regulations. This section is subject  
45 to, and the District will comply with, the Family and Medical Leave Act provisions regarding the  
46 continuation of benefits, as now or hereafter amended.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

**ARTICLE X**

**PROBATION, SENIORITY, AND LAYOFF PROCEDURES**

**Section 10.1. Seniority Date.** 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 "seniority date") unless such seniority shall be lost as hereinafter provided; provided, however, time spent as a substitute employee shall not count for purposes of seniority.

**Section 10.2. Probationary Period.** Newly hired regular employees shall remain in a probationary status for a period of not more than sixty (60) working days following the hire date. During this probationary period, the District may discharge the employee at its discretion.

**Section 10.3.** Upon completion of the probationary period, the new employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date.

**Section 10.4. Loss of Seniority.** The seniority rights of an employee shall be lost for the following reasons:

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

**Section 10.5.** Seniority shall continue to accrue during leaves for which compensation is continued (fully or partially) or when otherwise required by applicable law. In other instances (i.e. unpaid approved leaves), seniority shall be adjusted to reflect the period of leave if the leave exceeds thirty (30) consecutive working days.

**Section 10.6. Application of Seniority.** Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.3.

**Section 10.7.** Layoffs shall be based upon reverse seniority. The District shall give consideration to seniority in instances involving promotion.

**Section 10.8.** Employees who change job classifications within the bargaining unit shall retain their hire dates in the previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire date and a new classification.

**Section 10.9. Layoff.** In the event of the possibility of layoff, employees who may be affected will be notified at least two weeks in advance. If laid off, employees will be placed on a reemployment list maintained by the District according to layoff ranking. Such employees are to have priority in filling an opening in the classification held immediately prior to layoff. Names shall remain on the reemployment list for two (2) years.

1  
2 **Section 10.9.1.** Employees on layoff shall have the opportunity to sign up for placement on the substitute  
3 list. Pay will be according to Schedule A.  
4

5 **Section 10.10.** Employees on layoff status shall file their addresses in writing with the personnel office of  
6 the District and shall thereafter promptly advise the District in writing of any change of address.  
7

8 **Section 10.11. Recall from Layoff Status.** An employee shall forfeit rights to reemployment as  
9 provided in Section 10.9 if the employee does not comply with the requirements of Section 10.10, or if the  
10 employee does not respond to the offer of reemployment within fifteen (15) days.  
11

12 **Section 10.12.** An employee on layoff status who rejects an offer of reemployment forfeits seniority and  
13 all other accrued benefits; provided, that such employee is offered a position substantially equal to that  
14 held prior to layoff.  
15

## 16 17 **ARTICLE XI**

### 18 19 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

20  
21 **Section 11.1. Just Cause.** Employees, other than probationary or substitute, shall be disciplined or  
22 discharged only for justifiable cause. The issue of justifiable cause shall be resolved in accordance with  
23 the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall  
24 be done in a manner which will not embarrass the employee before other employees or the public.  
25

26 **Section 11.2.** Normal termination or resignation shall require a two (2) week notice.  
27  
28  
29

## 30 31 **ARTICLE XII**

### 32 33 **INSURANCE AND RETIREMENT**

34  
35 **Section 12.1. Health Benefits.** The District shall contribute monthly the state apportioned amount for  
36 medical benefits, less the Health Care Authority Retirement deduction, toward the monthly premium cost  
37 of employee insurance. Contribution shall be paid toward the cost of District approved insurance  
38 programs for employees on a full-time-equivalency basis of 1,440 hours.  
39

40 **Section 12.1.1.** The amount of state insurance benefits received by the District for the employees of the  
41 bargaining unit shall be pooled for the benefit of bargaining unit employees in a manner mutually  
42 agreeable to the District and the Association.  
43

44 **Section 12.2.** The District shall provide tort liability coverage for all employees subject to this Agreement  
45 but limited to public bodily injury and property damage liability coverage as provided in the District's  
46 liability insurance policies.  
47

1  
2 **Section 12.3. Physical Examinations.** Employees are required to have a physical examination which  
3 covers the scope of work as a bus driver. The District will contract with a physician to cover this  
4 specified physical or offer the cost of this same examination to the employee to see his/her own physician.

6  
7 **Section 12.4.** In determining whether an employee subject to this Agreement is eligible for participation  
8 in the Washington State Public Employees' Retirement System, the District shall use the projected hours  
9 of the regular runs or shifts. All hours worked, whether straight time, overtime, or otherwise, will be  
10 reported to the Department of Retirement Systems for the applicable retirement plan.

11  
12 **Section 12.5.** The Association shall appoint one representative to the District-wide insurance benefits  
13 committee. The District shall schedule meetings of the committee or provide release time so that the  
14 bargaining unit representative will not lose route-pack wages for participating on the committee.

## 17 ARTICLE XIII

### 18 **VOCATIONAL TRAINING**

19  
20  
21 **Section 13.1.** In the mutual interests of the District and the Association, there may be established a  
22 budget which may be used by employees subject to this Agreement for vocational improvement.

23  
24 **Section 13.2.** Such funds may be utilized for the following purposes without limitation:

25  
26 **Section 13.2.1.** Salary and reimbursement for employees subject to this Agreement to attend recognized  
27 vocational courses.

28  
29 **Section 13.2.2.** Expenses and materials to establish courses of study within the confines of the District  
30 which would be of mutual benefit to the employee and the District.

31  
32 **Section 13.2.3.** Purchase of recognized vocational courses from local, state, or national educational  
33 institutes which would improve the potential of employees subject to this Agreement.

34  
35 **Section 13.3. Certification Requirements.** Employees will be reimbursed at their regular hourly rate  
36 per hour for attending first-aid and recertification courses; provided, however, the employee must  
37 successfully complete the course in order to receive compensation therefore. Such payment shall not be  
38 subject to the overtime provisions of this Agreement.

39  
40 **Section 13.4. Required Departmental Meetings.** Employees shall receive their regular hourly rate for  
41 all hours in attendance at required departmental meetings and other District required business. To the  
42 extent feasible and practical, such meetings and other departmental business shall be held at times  
43 mutually agreeable to the Transportation Supervisor and the affected employees.

1  
2  
3 **ARTICLE XIV**  
4

5 **UNION MEMBERSHIP**  
6

7 **Section 14.1.** Each employee subject to this Agreement, who, on the effective date of this Agreement, is  
8 a member of the Association in good standing shall, as a condition of employment, maintain his/her  
9 membership in the Association in good standing during the period of this Agreement.  
10

11 **Section 14.2.** All employees in classifications subject to this Agreement who are not members of this  
12 Association on the effective date of this Agreement and all employees in classifications subject to this  
13 Agreement who are hired at a time subsequent to the effective date of this Agreement shall, as a condition  
14 of employment, become members in good standing of the Association within forty (40) days of the  
15 effective date of this Agreement or within forty (40) days of the hire date, whichever is applicable. Such  
16 employee shall then maintain his/her membership in the Association in accordance with the previous  
17 section.  
18

19 **Section 14.3.** Notwithstanding the provisions of the probationary period contained in this Agreement, the  
20 parties recognize that an employee should have the option of declining to participate as a member in the  
21 Association, yet contribute financially to the activities of the Association in representing him/her as a  
22 member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of membership  
23 requirements of Sections 14.1 and 14.2, an employee who declines membership in the Association may  
24 pay to the Association each month a service charge as a contribution towards the administration of this  
25 Agreement in an amount equal to the regular monthly dues. This service charge shall be collected by the  
26 Association in the same manner as monthly dues.  
27

28 **Section 14.4.** Any employee who refuses to become a member of the Association in good standing or pay  
29 the service charge in accordance with the previous sections, shall, at the option of the Association, be  
30 immediately discharged from employment by the District.  
31

32 **Section 14.5.** Nothing contained in this Agreement shall require Association membership of employees  
33 who object to such membership based on bona fide religious tenets or teachings of a church or religious  
34 body of which such employee is a member. Such employee shall furnish written proof that such payment  
35 has been made. If the employee and the Association cannot agree on such matter, it shall be resolved by  
36 the Public Employment Relations Commission pursuant to RCW 41.56.122.  
37

38 **Section 14.6. Dues Checkoff.** The District shall deduct PSE dues or service charges from the pay of any  
39 employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall  
40 transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a  
41 monthly basis.  
42

43 A current seniority list of all employees within the bargaining unit will accompany the first such  
44 transmittal. Thereafter, the District will indicate additions and deletions from payroll deduction using  
45 forms provided by the Association.  
46  
47

1  
2  
3 **ARTICLE XV**  
4

5 **GRIEVANCE PROCEDURE**  
6

7 **Section 15.1.** A grievance is hereby defined as an alleged violation of the terms of this Agreement by the  
8 District and shall be resolved in strict compliance with this Article. Failure to comply with the steps and  
9 timeliness so stipulated will result in the grievance being invalid and subject to no further processing.  
10

11 **Section 15.2. Grievance Steps.**  
12

13 **Section 15.2.1. Step One.** Employees shall first discuss the grievance with their immediate supervisor.  
14 If employees so wish, they may be accompanied by an Association representative at such discussion. All  
15 grievances not brought to the immediate supervisor in accordance with the preceding sentence within  
16 ten (10) working days of the occurrence of the grievance shall be invalid and subject to no further  
17 processing. The supervisor has five (5) working days to respond from the date of receipt of  
18 Step One-Verbal.  
19

20 **Section 15.2.2. Step Two.** If the grievance is not resolved to the employee's satisfaction in accordance  
21 with the preceding subsection, the employee shall, within ten (10) working days of the response at  
22 Step One or in any event within twenty (20) working days of the occurrence, reduce to writing a statement  
23 of the grievance containing the following:  
24

- 25 A. The facts on which the grievance is based;  
26  
27 B. A reference to the provisions in this Agreement which have been allegedly violated; and  
28  
29 C. The remedy sought.  
30

31 The employee shall submit the written statement of grievance to the immediate supervisor for  
32 reconsideration and shall submit a copy to the official in the administration responsible for personnel.  
33 The parties will have ten (10) working days from submission of the written statement of grievance to  
34 resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made,  
35 all parties to the grievance shall sign it.  
36

37 **Section 15.2.3. Step Three.** If no settlement has been reached within the ten (10) working days referred  
38 to in the preceding subsection, and the Association believes the grievance to be valid, a written statement  
39 of grievance shall be submitted within ten (10) working days to the District Superintendent or the  
40 Superintendent's designee. After such submission, the parties will have ten (10) working days from  
41 submission of the written statement of grievance to resolve it by indicating on the statement of grievance  
42 the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.  
43

44 **Section 15.2.4. Arbitration.** If no settlement has been reached within the ten (10) working days referred  
45 to in the preceding subsection, and the Association believes the grievance to be valid, the Association may  
46 demand arbitration of the grievance within twenty working days of the receipt of the answer at Step Three  
47 utilizing the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator's

1 arbitrator's award shall be final and binding upon all parties.

2  
3 **Section 15.2.5.** It is agreed that:

4  
5 A. Matters involving employee evaluation are specifically excepted and excluded from being arbitrable  
6 under this Article.

7  
8 B. The Arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.

9  
10 C. The fees and expenses of the Arbitrator shall be equally shared by the parties.

11  
12 **Section 15.3.** The grievance or arbitration discussions shall take place whenever possible on school time.  
13 The District shall not discriminate against any individual employee or the Association for taking action  
14 under this Article.

15  
16  
17  
18 **ARTICLE XVI**

19  
20 **SALARIES AND EMPLOYEE COMPENSATION**

21  
22 **Section 16.1.** Employees shall be compensated in accordance with the provisions of this Agreement for  
23 all hours worked. Consistent with payroll processing requirements and capabilities, each employee shall  
24 receive a full accounting of authorized deductions, hours worked, and rates paid with each paycheck.

25  
26 **Section 16.1.1.** Employees shall receive twelve (12) paychecks per year. For all work other than the  
27 regular route time the District shall compensate the employee through the District's regular time card  
28 procedure.

29  
30  
31 **Section 16.2.** Salaries for employees subject to this Agreement, during the term of this Agreement, are  
32 contained in Schedule A attached hereto and by this reference incorporated herein. Employees shall be  
33 granted one year of experience toward the next higher step on Schedule A for that position on the  
34 employee's seniority date.

35  
36 **Section 16.3.** For purposes of calculating daily hours, time worked shall be rounded to the nearest five  
37 minutes.

38  
39 **Section 16.4. Employee Travel.** Any employee required to travel from one site to another in a private  
40 vehicle during working hours shall be compensated for such travel on a per-mile basis at the current IRS  
41 rate.

42  
43 **Section 16.5. Overnight Travel Reimbursement.** Employees required to remain overnight on District  
44 business shall be reimbursed for reasonable and necessary room and board expenditures.

1  
2  
3 **Section 16.6.** Salary increases above the state-funded dollars are contingent upon successful levy passage  
4 and two levy collections per year.  
5

6 **Section 16.7. Substitute Employees.** Substitute employees defined in Section 1.3. shall receive the  
7 regular substitute rate of pay on Schedule A. Substitute employees who work ninety (90) or more  
8 cumulative days in the current or immediately preceding school year (beginning with the 1999-2000  
9 school year) shall receive the senior substitute rate of pay on Schedule A. If one of these substitute  
10 employees becomes a regular employee, he or she shall receive the regular base rate of pay while serving  
11 the probationary period under Section 10.2. If one of these employees is called in for a run that is  
12 cancelled, he or she shall be paid a two (2) hour call-in, provided they report to the transportation  
13 supervisor or designee and perform other job related duties assigned by the District. These employees  
14 shall receive no other contractual benefits.  
15  
16  
17

## 18 **ARTICLE XVII**

### 19 **COMMERCIAL DRIVERS LICENSE DRUG TESTING**

20  
21  
22 **Section 17.1. Drug Testing.** A positive test for any of the drugs prohibited by District policy will be just  
23 cause for immediate termination. An alcohol test showing a blood alcohol level of .04 or higher will be  
24 just cause for immediate termination. A blood alcohol test result of .02 or higher but lower than .04 will  
25 be just cause for:  
26

- 27 A. An immediate ten (10) day suspension without pay.
- 28
- 29 B. A required assessment and evaluation by an approved substance abuse professional at  
30 the employee's expense.
- 31
- 32 C. Complete compliance by the employee with the recommendations provided through  
33 the substance abuse professional.
- 34
- 35 D. Submission to a return to duty test.
- 36
- 37 E. Being subject to follow-up testing after returning to work.
- 38
- 39 F. Immediate termination for any follow-up blood alcohol test above .02.
- 40

41 In the event of reasonable suspicion testing, the employee, at his/her option, may have PSE representation  
42 to accompany the driver and the District representative to the medical facility, provided such  
43 representation does not delay testing, disrupt student bus service or cost the District money.  
44  
45  
46  
47

1  
2  
3 **Section 17.2. Refusal To Test.** Refusal by an employee to submit to any required testing shall be cause  
4 for immediate termination.

5  
6 **Section 17.3. Confirmation Testing.** Split sample testing, at the employee's request, shall be paid by the  
7 employee if the test results are positive, and paid by the employer in the event the results are negative.

9  
10 **Section 17.4. Confidential Files.** All test results shall remain confidential and shall be kept in a file  
11 separate from the employee's regular personnel file at the District Office. Employees and Association  
12 representatives, with the employee's consent, shall be permitted to review the employee's drug file upon  
13 request.

14  
15 **Section 17.5. Reasonable Suspicion Testing Records.** In the event the employer's substance abuse  
16 trained supervisor (a non-bargaining unit employee) has reasonable suspicion to require a drug/alcohol  
17 test, the reasons for such suspicion shall be documented and retained in a confidential file available only  
18 to appropriate officials of the District and the employee or the employee's designated representative.

19  
20 **Section 17.6. Cost Of Time, Testing, Assessment And Treatment.** Costs of testing, assessment, time  
21 spent testing and treatment shall be as follows:

- 22  
23 A. Employees shall be paid at their regular rate of pay for any time drug or alcohol  
24 testing, except pre-employment testing, return to work testing and testing which  
25 occurs while an employee is on suspension.  
26 B. The District shall pay the complete cost of random, post-accident and reasonable  
27 suspicion testing.  
28  
29 C. The employee shall pay the cost of any assessment, counseling or other related  
30 treatment.  
31  
32 D. The employee shall pay the cost of any required testing during treatment, as well as  
33 return to work testing.  
34  
35 E. An employee shall be made whole in the event of time off for a confirmation test  
36 which comes back negative.  
37

38 The District shall provide such in-service and informational material as deemed appropriate to appraise  
39 employees of the testing provisions contained in the law and Board policy.  
40

## 41 42 **ARTICLE XVIII**

### 43 44 **TERM AND SEPARABILITY OF PROVISIONS**

45  
46 **Section 18.1. Duration of Contract.** The term of this Agreement shall be September 1, 2008 to  
47 August 31, 2011.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

**Section 18.2.** All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

**Section 18.3.** This Agreement may be reopened at any time during its term upon mutual consent of the parties in writing. For the 2009-2010 and 2010-11 school years, the base wage rates specified in Schedule A shall be improved by the statewide percentage increase identified in the state appropriations act for the classified employee salary variable of the Basic Education Act staff funding formula in the month such increase is effective. Plus an additional 1 ½ % (one and one-half percent) each year.

**Section 18.4.** If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

**Section 18.5.** Neither party shall be compelled to comply to any provision of this Agreement which conflicts with state or federal statutes or regulations promulgated pursuant thereto.

**Section 18.6.** In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 17.3.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON

PENINSULA CHAPTER  
BUS DRIVER UNIT

PENINSULA SCHOOL DISTRICT

BY \_\_\_\_\_  
Annette Marlow, Chapter President

BY \_\_\_\_\_  
Charles Cuzzetto, Associate Superintendent

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

1  
2  
3  
4  
5 **SCHEDULE A**

6  
7 **PENINSULA SCHOOL DISTRICT**  
8 **BUS DRIVER UNIT**

9  
10 September 1, 2008 - August 31, 2009

11  
12 **Regular Driver**

13 **Special Ed Driver**

<u>Yrs.</u>	<u>Wage Rate</u>	<u>Yrs.</u>	<u>Wage Rate</u>
1-5	\$16.40	1-5	\$16.66
6-9	\$17.61	6-9	\$17.86
10-13	\$18.23	10-13	\$18.51
14-17	\$18.37	14-17	\$18.65
18-20	\$18.53	18-20	\$18.78
21+	\$18.59	21+	\$18.84

14  
15  
16  
17  
18  
19  
20  
21  
22  
23 Regular Substitute \$11.77  
24 Senior Substitute \$12.70  
25 Driver Trainer \$.50 above regular driver rate at the step the employee has achieved,  
26 unless the driver is giving up route hours, then the rate will be fifty cents (\$.0.50) above the wage  
27 the driver would have earned for those hours.  
28  
29  
30  
31

32 **PUBLIC SCHOOL EMPLOYEES**  
33 **OF WASHINGTON**

34  
35 **PENINSULA CHAPTER**  
36 **BUS DRIVER UNIT**

**PENINSULA SCHOOL DISTRICT**

37  
38  
39  
40  
41 BY \_\_\_\_\_  
42 Annette Marlow, Chapter President

BY \_\_\_\_\_  
Charles Cuzzetto, Deputy Superintendent

43  
44  
45 DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

1  
2  
3  
4