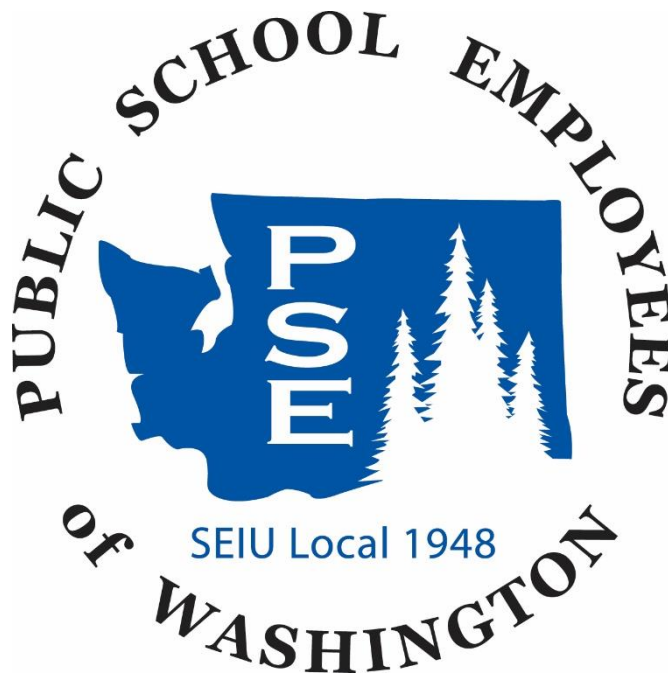


COLLECTIVE BARGAINING AGREEMENT BETWEEN  
**KENNEWICK SCHOOL DISTRICT #17**  
AND  
**PUBLIC SCHOOL EMPLOYEES OF WASHINGTON**  
**KENNEWICK TRANSPORTATION**

SEPTEMBER 1, 2015 - - AUGUST 31, 2019



**Public School Employees of Washington / SEIU Local 1948**  
P. O. Box 798  
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**P R E A M B L E**

This Agreement is made and entered into between the Kennewick School District Number 17 (hereinafter "District"), and the Kennewick School Employees, an affiliate of Public School Employees of Washington/SEIU Local 1948.

In accordance with the provisions of the Public Employees Collective Bargaining Act 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.**

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, assistant superintendent, 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.**

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: regular full-time and regular part-time drivers and bus attendants.

**Section 1.3.1.**

1. Substitutes who work twenty (20) consecutive or thirty (30) cumulative days in any one (1) year or preceding year, will be represented for such purposes as wages as outlined in Schedule A and will not receive any other contract benefits.
2. Casual labor substitutes who work less than twenty (20) consecutive or (30) cumulative days in any one (1) year are excluded.
3. Substitutes who work consistently for ninety (90) or more workdays shall be entitled to receive wages as reflected on Schedule A and substitute seniority as defined in Section 13.1.2.
4. Employees (temporary or substitute) working in the same temporary assignment for two (2) or more daily hours for ninety (90) consecutive work days or more, shall be considered bargaining unit members on the ninety-first (91<sup>st</sup>) workday and shall be entitled to all rights and benefits contained herein.



#### 1 **Section 1.4. Definitions.**

2 The following definitions are generally adhered to. However, in the event of an unusual circumstance,  
3 the parties agree to meet and resolve.

- 4
- 5 1. **Assignment:** Consists of at least a daily A.M. and P.M. route (4 or 5 days), but may also include  
6 shuttles, midday routes, flextime, etc. [i.e. block time].
- 7 2. **Posting:** All available time, including new or vacated routes or assignments, will be evaluated  
8 by management for route efficiency. Routes shall then be posted as soon as possible for  
9 employee consideration. Postings shall hang no less than three (3) workdays and will be assigned  
10 within three (3) days in accordance with the provisions of this agreement.
- 11 3. **Reduced Time:** Reduced time is defined as the time lost from the original bid. Employees who  
12 have lost time and do not wish to take a voluntary decrease will be required to remain available to  
13 work their original bid time. Employees who have lost time from the original bid will also have  
14 priority over others, including senior employees, for regaining the lost time as it becomes  
15 available. In the case where an employee loses time from their original Bid and does not wish to  
16 voluntarily accept permanent reduction in time, that employee and management will discuss and  
17 mutually agree to the scheduling of time owed, within their established work day. In the event  
18 mutual agreement cannot be reached and the employee is offered time, within their established  
19 work day, and refuses that time, it will be considered a voluntary reduction. All Time loss and  
20 assigned time due to time loss will be communicated with the Chapter President, UPON  
21 REQUEST.
- 22 4. **Driver:** Must retain a current CDL License/First Aid/CPR/Current Physical – bids on routes by  
23 seniority and is responsible for transporting district students. Must be able to meet the physical  
24 requirements of the position.
- 25 5. **Attendant:** Must retain a current First Aid/CPR card. Must be able to meet the physical  
26 requirements of the position. Assists drivers on special needs runs, or as defined bids on routes by  
27 seniority and assists drivers and attends to students on a defined route.
- 28 6. **Bid:** In accordance with seniority on open, posted route.
- 29 7. **Original Bid:** The daily hours originally bid. This is guaranteed time for the entire school year  
30 unless the employees bids off original bid.
- 31 8. **Block time:** The total daily hours from which total contract value and leave benefits is derived.  
32 This includes flex-time and expansion time for SPED routes.
- 33 9. **Cover Drivers:** A cover driver is a driver designated to fill in for absent employees or open  
34 positions until bid and awarded, up to the number of daily hours assigned. This is a bid position.  
35 A cover driver position will include a set number of hours, Monday through Friday, whenever  
36 possible. Cover drivers will be assigned according to needs and continuity of routes. Cover  
37 drivers may be required to work beyond their designated weekly hours within reason. For  
38 example, if he/she is on a run which needs to be completed, then it may have the effect of going  
39 over expected hours.
- 40 10. **Trip Driver:** Trip driver positions will include the number of weekly hours for each position.  
41 Trip drivers shall cover day trips that depart prior to 4:00 pm Monday, Tuesday, Thursday and  
42 Friday; and 3:00 pm on Wednesday. Trip drivers will choose their trips in seniority order. When  
43 there are no available trips, trip drivers may be utilized in the same capacity as a cover driver.
- 44 11. **Workdays:** Defines the days during the week of Monday-Friday, excluding holidays, during  
45 the calendar year.
- 46 12. **Calendar Days:** Defines the universally recognized calendar of months and days.
- 47 13. **Business Days:** Defines the days the KSD Administrative Offices are open for business.
- 48 14. **School Days:** Defines the days that the KSD schools are in session.

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**ARTICLE II**

**RIGHTS OF THE EMPLOYER**

**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 operations undertaken by the employees in the unit are to be conducted, if it does not violate the contract.

**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.

**ARTICLE III**

**RIGHTS OF EMPLOYEES**

**Section 3.1.**

It is agreed that the employees in the unit defined herein 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 District will not, directly or indirectly interfere with, restrain, coerce, or discriminate against any employee in the exercise of these rights.

**Section 3.2.**

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

**Section 3.3.**

Employees subject to this Agreement have the right to have Association representatives or other persons present at discussions between themselves and supervisors or other representatives of the District as hereinafter provided. Employees will be responsible for notifying Association Representatives.

**Section 3.4.**

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.



1 **Section 3.5.**

2 Neither the District, nor the Association, shall discriminate against an employee subject to this  
3 Agreement on the basis of sex, race, creed, religion, color, marital status, national origin, age, honorably  
4 discharged veteran or military status, sexual orientation including gender expression or identity, the  
5 presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal  
6 by a person with a disability in its program and activities and provides equal access to the public.  
7

8 **Section 3.6.**

9 Each employee reserves the right to see all material placed in his/her personnel file and to review the  
10 entire file upon request, provided that the request is made during regular working hours at the District  
11 personnel office. Derogatory material contained in the file shall, upon request, be removed two (2) years  
12 after its placement in the file. The above does not include annual evaluation material. No derogatory  
13 material shall be placed in the personnel file without first being brought to the attention of the employee.  
14

15 Findings relating to offenses against children may remain in the employee's personnel file for up to five  
16 (5) years. These offenses may include but are not limited to those criminal offenses defined by  
17 Washington State Law, hitting, striking, slapping, inappropriate touching or caressing of a student or  
18 causing the student to suffer physical harm. The employee will have their due process rights after a  
19 reported incident, and therefore will have the chance to review and respond to any allegation prior to it  
20 being placed in their personnel file. However, no documents shall be placed in an employee personnel  
21 file until the conclusion of the investigation.  
22

23 **Section 3.6.1.**

24 When an employee receives a written reprimand or warning from a supervisor that is to be  
25 placed in his/her personnel file, the employee may request to sign the form, such signature only  
26 indicating that he/she is aware of its existence. Such notice to the employee shall be considered  
27 as adequate notice that a written response to the reprimand may be completed to be attached to  
28 the reprimand document which is kept in the personnel file. Upon receipt of an employee's  
29 signed response, the District shall include it within the personnel file.  
30

31 **Section 3.7.**

32 In all disciplinary actions where formal, written charges are to be given to an employee, the District  
33 will give the following notice:  
34

- 35 A. Minimum notice of twenty-four (24) hours prior to the meeting time;
- 36 B. Give the employee a copy of the written charges a minimum of twenty-four (24) hours prior to  
37 the meeting time;
- 38 C. Inform the employee that he/she has the right to have representatives of their choosing at the  
39 meeting.  
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## ARTICLE IV

### RIGHTS OF THE ASSOCIATION

**Section 4.1.**

The Association has the right and responsibility to represent the interests of all employees in the unit and to present its views to the District on all matters of concern, and to enter into collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit. The Association shall be consulted with respect to the manner and method of any reduction in force because of lack of work or other legitimate reasons.

**Section 4.2.**

The Association shall promptly be notified by the District of any grievance or disciplinary action of any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure Articles contained herein. The Association is entitled to be present at any and all hearings for the resolution of such grievances.

**Section 4.3.**

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

**Section 4.4. Bulletin Boards.**

The District shall provide a bulletin board space in the bus lounge for the use of the Association. The bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for its posting.

**Section 4.5.**

When formal meetings are held between the Association and the District, each party shall be responsible for preparing its own minutes.

**Section 4.6.**

Time during working hours, whenever possible, will be allowed Association representatives for attendance at meetings with the District. Time, whenever possible, will also be allowed for representatives to discuss with the employees grievances and appropriate matters directly related to work situations in their area or craft. Association representatives will guard against the use of excess time in the handling of such matters.

**Section 4.7.**

Visitation rights shall be granted to the designated representative of the Public School Employees of Washington to visit with employees in the appropriate bargaining units for purposes of grievance procedures and/or general information data. The visiting delegate shall notify the School District of his arrival.

**Section 4.8. School Calendar.**

Transportation Manager and Chapter President will be included in the planning of the school calendar.

1 **Section 4.9.**

2 The Kennewick School District will grant absences, not to exceed five (5) workdays, with pay to the  
3 union president and four (4) other designated representatives of the union to participate in union  
4 regional and state meetings. The union shall reimburse the District for the costs incurred in the above  
5 paragraph for substitutes pay and benefits, if hired, as a result of association members attending such  
6 meetings. Notification will be given to the supervisor at least five (5) workdays prior to the date of the  
7 meeting of member(s) of the union who shall be in attendance. The supervisor may accommodate a  
8 shorter period of notice under unusual circumstances.

9  
10 **Section 4.10. Right to Information.**

11 In order to effectively assist and participate in the resolution of issues, contract enforcement, and good  
12 faith negotiations, PSE staff and the Association President, shall be entitled to receive copies of  
13 requested information, up to ten (10) pages, without charge. Requests for information shall be in  
14 writing and submitted to the Transportation Manager. The reason for the request shall be  
15 communicated at the time of the request. The District will not be required to create reports for such  
16 requests.

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19  
20 **ARTICLE V**

21  
22 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

23  
24 **Section 5.1.**

25 It is agreed and understood that appropriate matters for consultation and negotiation are grievance  
26 procedures, wages, hours and working conditions.

27  
28 **Section 5.2.**

29 It is further agreed and understood that the District will consult with the Association, and meet with the  
30 Association upon its request, in the formulation of any changes being considered in existing benefits,  
31 policies, practices and procedures.

32  
33 **Section 5.3.**

34 It is further recognized that this Agreement does not alter the responsibility of either party to meet with  
35 the other party to advise, discuss or consult regarding matters concerning working conditions not covered  
36 by this Agreement.

37  
38 **Section 5.4.**

39 The Association will, as appropriate, be advised of current and predicted workload information.  
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## ARTICLE VI

### ASSOCIATION REPRESENTATION

**Section 6.1. Labor/Management Committee.**

The Labor/Management committee is designed to allow the parties to meet at mutually scheduled times to discuss appropriate matters that do not require negotiations. The committee shall consist of the Association President and up to five (5) members chosen by the Association, and the District Classified Personnel management and up to five (5) management representatives chosen by the District. These committee meetings shall be conducted during working hours. The Labor/Management Committee will, in addition to normal everyday communication issues and concerns, specifically discuss and work toward resolution of providing training covering all facets of job requirements for employees and attendants to include, but not limited to, pre-school vocational training, first aid, emergency procedures and safety meetings. Concerns not resolved may be submitted to the next level for consideration.

**Section 6.2.**

The District will provide suitable space and a mutually agreeable time to conduct such meetings.

## ARTICLE VII

### HOURS OF WORK

**Section 7.1.**

The normal workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday.

**Section 7.1.1.**

Contract Package Time will be calculated on the number of days in the school calendar plus holidays. The pool of non drive hours resulting from early release days will be used during the year for safety meetings, training's, bus wash or other management identified needs that fall within the scope of transportation duties.

**Section 7.2. Shifts and Assignments.**

1. Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of one (1) calendar week; provided, however, that the notice may be waived by the employee.
2. This regular schedule will result after the employee bids on his or her route.

1 **Section 7.3. Bid and Processes.**  
2

- 3 1. The dates and times for yearly route bids will be determined by Management and will be announced  
4 prior to the end of the school year and will be established within two (2) weeks prior to the first  
5 (1<sup>st</sup>) day of school.  
6 2. Routes will be bid (A.M/Midday/P.M.) in seniority order. Association Representatives may, as  
7 appropriate, attend all bidding sessions.  
8 3. Once bid routes are combined, including pre/post trip and flex times, they are considered an  
9 assignment as defined in Section 1.4.  
10 4. Employees will remain on that assignment for the duration of the school year.  
11 5. Employees can continue to add additional time up to a maximum of forty (40) hours per week.  
12 6. Additional time will be posted and awarded to the most senior employee who bids on and is  
13 available to incorporate the additional time into their assignment without going into overtime.  
14 7. If an employee would go into overtime, they would not be eligible for the additional time.  
15 8. Employees cannot break original or existing assignments when bidding for additional time.  
16 9. The employee will not be awarded additional time if the new bid time interferes with the original  
17 package.  
18 10. Employees may bid on any new or open assignment.  
19 11. If an employee chooses to bid off an assignment, the employee MUST bid off the entire  
20 assignment. Special circumstances shall be resolved on a case-by-case basis after consultation  
21 with management and the employee. That assignment would then be posted for bidding, thus  
22 allowing the employee to bid on other open or new assignments, through seniority.  
23 12. Employees will not be allowed to take assignments away from other employees, once the  
24 bidding has been completed, (except in accordance with Section 13.4.1).  
25

26 **Section 7.3.1.**

- 27 1. A regular assignment is a daily assignment, exclusive of trips, as defined in Section 1.4.  
28 2. If route times decrease, which causes the employee's daily assignment time to decrease,  
29 that employee would be assigned other appropriate bargaining unit work.  
30 3. An employee will not lose time from their originally bid package unless they voluntarily  
31 accept a reduction in time.  
32 4. Employees will be requested to perform appropriate work assignments in order to keep to  
33 their originally allotted time until a new opportunity to increase their hours, or bid a new  
34 assignment occurs, and they are successful in the bidding process.  
35 5. In the case where an employee loses time from their original Bid and does not wish to  
36 voluntarily accept permanent reduction in time, that employee and management will  
37 discuss and mutually agree to the scheduling of time owed, within their established work  
38 day. In the event mutual agreement cannot be reached and the employee is offered time,  
39 within their established work day, and refuses that time, it will be considered a voluntary  
40 reduction.  
41 6. Employees who do not have midday routes will not be required to begin performing  
42 midday routes to recoup time lost under this situation.  
43

1                   **Section 7.3.1.1 Shuttles.**

2                   Is the transfer of students to school, District facilities, or work sites. All shuttles of  
3                   students shall be awarded based on seniority, proximity of equipment to destination and  
4                   availability of the drivers at the home school.  
5

6                   **Section 7.3.1.2.**

7                   Attendants shall be assigned to shuttles if the student being shuttled requires, as  
8                   determined by the Transportation Manager or Director of Special Services, an attendant  
9                   on their regular school to home to school route, or on Special Service Drop and Return  
10                  trips where the attendant would service Special Service children who normally require an  
11                  attendant on regular Special Service routes.  
12

13                  **Section 7.3.1.3. Time Reduction/Increase.**

- 14
- 15                  1. It is the driver/attendants' responsibility to notify management, in writing, with  
16                  the approved form, of any reduction/increase of time in their regular assignment.
  - 17                  2. Management will inform drivers/attendants of any time changes that come to its  
18                  attention, as soon as possible.  
19

20                  **Section 7.3.1.4. SPED ROUTES.**

- 21
- 22                  1. Employees who are half-sheeting increases consistently for twenty-five (25)  
23                  workdays or more will complete the required forms for request of adjustment of  
24                  bid time. The bid time shall be adjusted by mutual management/employee  
25                  decision.
  - 26                  2. Temporary time, less than twenty-five (25) workdays that is adjusted to  
27                  accommodate specific student situations will be decreased to original bid time  
28                  after temporary time is no longer necessary. Management shall make all  
29                  reasonable attempts to identify all temporary time prior to posting for bid or  
30                  awarding. Benefits, excluding Retirement contributions, will not be adjusted to  
31                  incorporate time less than twenty-five (25) workdays. Drivers may bid off  
32                  temporary time in order to bid on permanent time.
  - 33                  3. Holidays, sick leave, vacation and other benefits, excluding insurance after  
34                  October 1, will be calculated on regular assignment hours and all temporary time  
35                  that continues twenty-five (25) workdays retroactive to the first working day of  
36                  the temporary time.  
37

38                  **Section 7.3.1.5. REGULAR ROUTES.**

- 39
- 40                  1. Employees who are half-sheeting increases consistently for fifteen (15) workdays  
41                  or more will complete the required forms for request of adjustment of bid time.  
42                  The bid time shall be adjusted by mutual management/employee decision.
  - 43                  2. Temporary time, less than twenty-five (25) workdays that is adjusted to  
44                  accommodate specific student situations will be decreased to original bid time  
45                  after temporary time is no longer necessary. Management shall make all  
46                  reasonable attempts to identify all temporary time prior to posting for bid or  
47                  awarding. Benefits, excluding Retirement contributions, will not be adjusted to

1 incorporate time less than twenty-five (25) workdays. Drivers may bid off  
2 temporary time in order to bid on permanent time.

- 3 3. Holidays, sick leave, vacation and other benefits, excluding insurance after  
4 October 1, will be calculated on regular assignment hours and all temporary time  
5 that continues twenty-five (25) workdays retroactive to the first working day of  
6 the temporary time.

7  
8 **Section 7.4. Summer Work.**

9 In the event that summer work is available, it will be posted and awarded to drivers by seniority.  
10 Employees shall be notified of summer assignments no later than the last day of school of each year.  
11 Summer assignments are considered temporary in nature (an assignment less than ninety (90)  
12 workdays as per Section 1.3.1 #4) and do not earn benefits or holiday pay, although those working  
13 shall be compensated for the 4<sup>th</sup> of July.

14  
15 **Fill in work:** Employees desiring to be contacted for “fill-in” work during the summer months, spring  
16 and winter break, must sign the availability list prior to the last day of school. This work will be  
17 offered to employees based on seniority and availability.

18  
19 **Section 7.5.**

20 In the event of an unusual school closure or delay due to inclement weather, plant inoperation, or the like,  
21 the District will notify local radio stations by 6:00 a.m. The Dispatcher on duty will contact the very  
22 early reports, directing them not to report. In the event the District fails to make the above notification,  
23 employees reporting to work shall receive a minimum of two (2) hours pay at base rate. The  
24 Transportation Manager will be responsible for directing buses in outlying areas (Plymouth, Horse  
25 Heaven, Badger Canyon, etc.) due to inclement weather.

26  
27 **Section 7.6.**

28 Assignments shall be established by the District in relation to bus routes and time requisite to fulfilling  
29 tasks assigned by the Manager of Transportation; provided, however, that no assignment shall consist of  
30 less than one (1) hour. If there is thirty (30) minutes or less layover time between assignments, the  
31 employee's shift shall continue uninterrupted. During a layover the employee may be assigned available  
32 work such as a drop and return at the direction of dispatch without additional compensation if the  
33 assigned work falls within layover time (See Section 7.7.3.). If an extra assignment, such as a drop and  
34 return, is in conjunction with a.m., midday, or p.m. portion of the driver’s assignment, the driver will be  
35 paid for actual time worked beyond a.m., midday, or p.m. portion only.

36  
37 **Section 7.6.1.**

38 Those regular employees whose time permits will be allowed to sub on any assignment according  
39 to seniority and eligibility. Drivers will sub for drivers and attendants will sub for attendants,  
40 except in emergency situations or special education runs.

41  
42 **Section 7.6.2. Post-trip/Pre-trip/Flex-time/Cleanup.**

43 The established route times will be based on time required to perform all regular duties  
44 assigned, except that in addition to all regular duties assigned, each employee will receive a  
45 daily allocation of time to perform duties associated with bus checkout, warm-up, clean-up,  
46 safety and flex-time duties. This allocation is to be divided as follows: fifteen (15) minutes on  
47 the A.M. shift, fifteen (15) minutes on the Midday, fifteen (15) minutes on the P.M., and fifteen

1 (15) minutes cleanup. Flex time usage and distribution is defined in Section 7.6.2.1. Extra  
2 time may be allowed by the Transportation Manager for unusual or emergency situations.

3  
4 **Section 7.6.2.1. Flex-Time.**

- 5  
6 1. Regular routes shall include ten (10) minutes per day.  
7 2. Special service routes shall include fifteen (15) minutes per day.  
8 3. Drivers who have both regular and special services routes shall include fifteen  
9 (15) minutes per day.  
10 4. Attendant's time shall include five (5) minutes a day.

11  
12 Flex-time is not free time. Flex-time is used to specifically allow the parties to  
13 accommodate unusual circumstances as defined below. Prolonged and unusual  
14 circumstances may arise which may need to be addressed by management.

15  
16 **Flex-time usage for Drivers:**

17 Parent/Principal meetings  
18 Route sheets  
19 Sporadic non-recurring incidents  
20 Fueling  
21 Bus washing  
22 Road Construction delays  
23 Student discipline – Quick/conduct reports.

24  
25 **Flex-time usage for Attendants:**

26 Restocking supplies  
27 Security/cleaning equipment  
28 Meetings with parents, teachers and principals  
29 Conduct/Incident reports.

30  
31 **Section 7.6.2.2.**

32 Prior to the annual start of school, drivers will be allowed up to two (2) hours for bus  
33 cleaning, and up to six (6) hours for any necessary staff/safety meetings to be  
34 conducted the week before school begins, for a maximum of eight (8) hours of pre-  
35 school work. In the event that a special need exists, the Transportation Manager may  
36 authorize additional time for bus washing or meetings.

37  
38 **Section 7.7. Full Trips.**

- 39  
40 1. Any and all bus transportation assignments other than regular daily scheduled assignments, or  
41 those trips falling under the Trip Board Definition (see Attachment A) shall be considered  
42 TRIPS.  
43 2. Trips shall be posted for employee consideration, no later than six (6) workdays prior to  
44 assignment, except under extenuating circumstances (see late trip ticket section) and shall hang  
45 for at least three (3) workdays.  
46 3. Trips shall be assigned in accordance with the seniority of those drivers signing the trip ticket and  
47 in accordance with the attached procedures.

- 1 4. Trips will be assigned to the senior driver signing the trip ticket and who will not go into  
2 overtime. However, if all drivers signing the ticket go into overtime, the most senior driver  
3 signing the ticket shall be awarded the trip.
- 4 5. Once trips have been assigned, those assigned trips shall be provided to the Association President  
5 and Vice President within two (2) days of assignment, upon request.
- 6 6. Once trips are awarded/assigned, they should not be turned back by the employee except in cases  
7 of emergency, illness, or uncontrollable circumstances. Trips turned back by the employee for  
8 reasons other than those stated above will render that employee ineligible for any trips for that  
9 specific date.
- 10 7. Trips turned back under the above circumstances shall be assigned to the next senior, available  
11 driver signing that ticket.
- 12 8. If there is no available driver that signed the ticket, management may assign based on seniority  
13 and availability, however, in no event will a trip be removed from the successful bidder once  
14 awards are made.

### 15 **Process for Full Trips:**

- 16 1. If a trip is cancelled with notice, and later rescheduled, it shall be re-posted.
- 17 2. A driver shall receive equal pay to the lost portion of their route, in the event that a full trip is  
18 cancelled and results in loss of regular route time.
- 19 3. Employees shall be compensated for show-up of two (2) hours on weekdays, summer and three  
20 (3) hours on weekends, non-school days, Christmas Break, Spring Break and Holidays, when a  
21 previous notice was not given on a cancelled full trip.
- 22 4. In the event that one (1) bus is returned on a multiple bus trip, the most senior driver has the  
23 option of staying or returning. Returning drivers will be paid for actual time worked, but no less  
24 than one (1) hour.
- 25 5. In the event a trip has been assigned to a bus driver wherein no trip exists, the employee shall  
26 receive three (3) hours show-up time or half the projected hours of the trip, whichever is  
27 greater, if no previous notification is given. The compensation will not exceed a total of eight  
28 (8) hours.
- 29 6. In the event that several trips to the same event have been posted and awarded, and one (1) (or  
30 more) of the trips are cancelled prior to the event, the cancelled trips will be removed beginning  
31 with the junior driver awarded the trip, excluding trip drivers during trip board hours.
- 32 7. Once trips are awarded/assigned, they should not be turned back by the employee except in  
33 cases of emergency, illness, or uncontrollable circumstance. Trips turned back by the  
34 employee for reasons other than those stated above will render that employee ineligible for any  
35 trips for that specific date. If any employee shows a pattern of turning back trips (up to two (2)  
36 or more), after an investigation of the reason, the employee may be blocked from taking trips  
37 for up to a period of one (1) month. Further turn-backs will result in the employee being  
38 ineligible for trips pending the outcome of an investigation.

### 39 **Section 7.7.1. Late Trip Tickets.**

40 Trip Tickets arriving late will be posted when received and shall be assigned twenty-four (24)  
41 hours prior to departure, and shall be awarded to the most senior employee signing the trip  
42 ticket. Seniority and availability of drivers shall be used to assign late trip tickets or requests  
43 arriving the day of departure.

1           **Section 7.7.2.**

2           All assignments of twelve (12) hours or more will be confirmed by the dispatcher the day  
3           before the assignment. Employees shall be paid for the projected number of hours in the event  
4           the assignment is cancelled for some other means of transportation.  
5

6           **Section 7.7.3. Cancelled Trips and Drop>Returns.**

7           Management will make every effort to determine the validity of trip requests prior to  
8           assignment of trips. In the event a trip ticket requires modification, PRIOR to assigning, the  
9           management official modifying the ticket will initial and date any changes.  
10

11           Modification includes changes in the type of trip (full to d-n-r), start time (of more than 1  
12           hour), or destination. The number of projected hours are not considered modifications.  
13

14           **Process for Drop and Returns:**

- 15
- 16           1. Employees shall be compensated for show-up of two (2) hours on weekdays and three (3)  
17           hours on weekends, Christmas Break, Spring Break and Holidays, when a previous notice  
18           was not given on drop and return.
  - 19           1. A driver shall receive equal pay to the lost portion of their route, in the event that a drop and  
20           return is cancelled and results in loss of regular route time.
  - 21           2. If notice to cancel a return portion of a trip is received two (2) hours or more in advance,  
22           drivers will not be paid the two (2) hours show up time. However, drivers will be paid any  
23           lost route time, or one (1) hour, whichever is greater.
  - 24           3. Drops scheduled within the employee's regular workday or scheduled to start before the end  
25           of the compensated time of the employee's workday will be paid as worked. Drops  
26           scheduled outside of the employee's regular workday will be paid a minimum of one (1)  
27           hour or actual time, whichever is greater.
  - 28           4. Returns scheduled within the employees' regular workday or scheduled to start before the  
29           end of the compensated time of the employees' regular work day will be paid a minimum of  
30           two (2) hours or actual time, whichever is greater.  
31

32           **Section 7.8. Contract Trips.**

33           Defined as any trip over one hundred seventy-five miles (175) miles one-way or overnight. Contract  
34           trips shall be posted immediately upon receipt in the transportation department. Contract trips will be  
35           bid and awarded by seniority and rotation (see rotation definition below). Drivers will be allowed to  
36           vacate runs to take Contract trips. Drivers will be paid a minimum of sixteen (16) hours per 24-hour  
37           period. On all Contract trips of less than 24 hours, drivers will be paid portal to portal.  
38

39           **Rotation.**

40           The list for contract trips shall be established each year, on the first day of school and shall continue until  
41           the last day prior to the start of the next school year (1 year). Once a driver has taken a Contract trip,  
42           their name is placed at the bottom of the rotation list. No driver shall lose their seniority position on the  
43           rotation list if they choose to bypass a Contract trip or if a trip is cancelled. Contract trips will be offered  
44           to the driver in the most senior position who has not yet taken a Contract trip.  
45

1           **Section 7.8.1.**

2           On contract trips, bus drivers will shuttle students to and from the site to a restaurant, theater,  
3           motel, etc. only when they are properly chaperoned, as defined by the District.  
4

5           **Section 7.9.**

6           Notwithstanding the provisions of the above sections, the District reserves the right to assign another  
7           employee, when to assign the most eligible employee would not be in the best interests of student safety.  
8           In the event such an assignment is made, the Transportation Manager shall advise, in writing, the eligible  
9           employee and, at the request of the eligible employee, the shop steward, the reasons for the assignment.  
10

11          **Section 7.10.**

12          Employees will not be responsible for chaperoning students. Private, separate quarters will be made  
13          available for the employees. Due to the safety of all concerned, employees must be given the  
14          opportunity to receive at least eight (8) hours of uninterrupted rest at night. The District will reimburse  
15          meals and pay for overnight lodging.  
16

17          **Section 7.11.**

18          When an attendant with a CDL is required to drive a bus, he/she will be paid driver wages. In the event a  
19          driver is assigned attending duties, there will be no loss of wages to the driver.  
20

21          **Section 7.12. Van Use.**

22          When seven (7) or less students are involved in a trip during the regular season, the District will be  
23          allowed to use one (1) van to manage District resources in a prudent manner. During post-season play,  
24          up to two (2) vans per team will be allowed to transport students, no matter what distance or duration of  
25          trip. The District will not be obligated to use District drivers to operate these vehicles.  
26

27                 **Section 7.12.1. Non-District Funded Transportation.**

28                 The parties recognize that transporting students is bargaining unit work. The parties agree that  
29                 when the transportation for these trips is funded as defined below, the District may use  
30                 alternative modes of transportation. Under ordinary circumstances, discussion with the  
31                 Association will take place prior to the commencement of these trips. The parties agree that the  
32                 attached form shall be used to identify funding when making any transportation requests.  
33                 Copies of these completed forms will be provided to the Association President prior to the  
34                 commencement of any trip. The District shall designate an official responsible for approving  
35                 all trips using alternative modes of transportation. The Association will receive copies of all  
36                 trip requests including fundraiser information as they become available to the Transportation  
37                 Manager.  
38

39                 **Definitions:**

- 40                 1. If no Kennewick School buses are available to transport students to the trip destination;  
41                 2. Parent-raised booster club funds, funding eighty-five percent (85%) or greater of the  
42                 transportation costs;  
43                 3. Student raised money through special sales or fundraisers for a specific trip, which may  
44                 be funded through ASB as designated for that special trip.  
45  
46





1 **Section 7.13. Driver Information.**

2 Drivers and Attendants will be given relevant information on passengers they are transporting, (i.e.  
3 medical, emotional and physical limitations or issues). Said information will be provided by Multiple  
4  
5 Disciplinary Team (MDT) or building administrator or Director of Transportation, as it becomes  
6 available. The information shall be filed with dispatch and shall be available for Driver review.  
7

8 **Section 7.13.1. Driver Authority.**

9 In accordance with all applicable RCW's and WAC's, the driver shall have authority over the  
10 operation of a bus. Drivers shall be included in the determination and implementation of  
11 student discipline policy and procedures (Student Conduct Forms).  
12

13 **Section 7.14. Bus Bidding.**

14 Generally, buses will be bid by seniority, during the bid process. However, the following areas shall be  
15 identified and discussed between the parties in order to identify the availability of buses for bidding  
16 purposes:  
17

- 18 1. Route composition (need for a specific bus).
- 19 2. Special needs of drivers/students.
- 20 3. A tentative list shall be provided – immediately prior to the bid process - showing available  
21 buses, and those already committed due to (1) - route composition or (2) - special needs.  
22

23 Management reserves the right to adjust bus assignments throughout the school year based on Route  
24 Composition and Special needs of drivers/students.  
25  
26

27 **ARTICLE VIII**

28 **OVERTIME**

29  
30  
31 **Section 8.1.**

32 All hours worked in excess of forty (40) hours per workweek shall be compensated at the rate of one and  
33 one-half (1½) times the employee's base hourly rate. The workweek starts on Monday A.M.  
34

35 **Section 8.1.2**

36 Compensatory time may be taken according to Fair Labor Standards and with approval of the  
37 Transportation Manager.  
38

39 **Section 8.2.**

40 Overtime assignments shall be distributed in accordance with the seniority provisions as hereinafter  
41 provided. Overtime cannot be paid more than once for the same hours worked.  
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**ARTICLE IX**

**HOLIDAYS**

**Section 9.1.**

All employees shall receive the following paid holidays that fall within their work month:

- |                           |                           |
|---------------------------|---------------------------|
| 1. New Year's Day         | 6. Labor Day              |
| 2. Martin Luther King Day | 7. Veterans' Day          |
| 3. Presidents' Day        | 8. Thanksgiving Day       |
| 4. Memorial Day           | 9. Day after Thanksgiving |
| 5. Independence Day       | 10. Christmas Day         |

**Section 9.2.**

When holidays fall on a Saturday or Sunday, the District may designate either the preceding Friday or the succeeding Monday as a holiday.

**Section 9.3.**

Any time worked on holidays shall be paid at the overtime rate in addition to employee's daily rate. However, if school should be held on a legal holiday, or on a Monday following a weekend legal holiday, the working employee shall be compensated at two (2) times the hourly rate.

**Section 9.4.**

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday or on authorized paid leave and are not on leave of absence as defined in Article XI, shall be eligible for pay for such unworked holiday. When holidays fall on a Saturday or Sunday, the District may designate either the preceding Friday or the succeeding Monday as a holiday.

**Section 9.5. Unworked Holidays.**

Eligible employees shall receive pay equal to their normal work shifts at their base rates at the time the holiday occurs. Employees who are on the active payroll on the holiday, and are not on a leave of absence, shall be eligible for pay for such unworked holiday. The District retains the right to request employees to furnish proof of illness.

**ARTICLE X**

**SICK LEAVE**

**(ILLNESS, INJURY, EMERGENCY LEAVE POLICY, AND MATERNITY LEAVE)**

**Section 10.1. Sick Leave.**

Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided, however, that no employee shall accumulate less than ten (10) days of sick leave per school year. An employee who works eleven (11) days in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated to the maximum allowable



1 according to State Law. Sick leave benefits shall be paid on the basis of base hourly rate applicable to  
2 the employee's normal daily work shift; provided, however, that should an employee's normal daily  
3 work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits  
4 will be paid in accordance with the employee's normal daily work shift at the time the sick leave is  
5 taken, and accumulated benefits will be expended on an hourly rather than a daily basis.

6  
7 Sick leave will be granted in accordance with applicable laws. A physician's statement of illness may be  
8 required upon the request of the Superintendent or designee, or Transportation Manager under the  
9 following situations:

- 10 1. When there is a question regarding the employee's fitness for duty.
- 11 2. When the employee has requested and been denied other leave for the same days the employee  
12 takes sick leave.
- 13 3. When the employee has exhausted all available sick leave.
- 14 4. When an illness exceeds five (5) days.
- 15 5. When the employee shows a pattern of utilizing sick leave immediately before or after a holiday.  
16

17  
18 **Section 10.1.1. Sick Leave Attendance Incentive Program.**

19 In January of the year following any year in which a minimum of sixty (60) days of leave for  
20 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an  
21 option to receive remuneration for unused leave for illness or injury accumulated in the  
22 previous year at a rate equal to one (1) day's monetary compensation of the employee for each  
23 four (4) days of accrued leave for illness or injury in excess of sixty (60) days. Leave for which  
24 compensation has been received shall be deducted from accrued leave at the rate of four (4)  
25 days for every one (1) day of monetary compensation. At the time of separation from school  
26 district employment due to retirement or death, an eligible employee or the employee's estate  
27 shall receive remuneration in accordance with RCW 28A.400.210.

28  
29 **Section 10.1.2. Attendance Incentive.**

30 If a driver or attendant has perfect attendance for an entire semester, he/she shall receive one  
31 (1) additional day of vacation pay which will be rolled into vacation once earned. Up to a total  
32 of two (2) days may be earned in any one (1) school year. The extra days cannot be earned if  
33 there is absence for any reason from any portion of the daily assignment excluding meetings  
34 required by the District and approved by the Transportation Manager and jury and military  
35 leave.

36  
37 **Section 10.1.3. Sick Leave Sharing.**

38 Sick Leave sharing shall be administered per RCW 41.04.665.

39  
40 **Section 10.2. Emergency Leave.**

41 Upon notification to their supervisor, employees will be granted emergency leave. For purposes of this  
42 leave, an emergency is defined as a problem that was suddenly precipitated, was of such a nature that  
43 preplanning was not possible, or where preplanning could not relieve the necessity for the employee's  
44 absence. Whenever possible, the employee will give timely notice of the absence except in cases of  
45 unanticipated emergencies.

1           **Section 10.2.1. Personal Leave.**

2           Two (2) days of personal leave per school year, separate from sick leave, may be granted for  
3           matters which cannot be attended to outside of normal working hours. Unused personal leave  
4           may be cashed out at one hundred percent (100%) in July of each year or “rolled” one-hundred  
5           percent (100%) into the employee’s sick leave bank, as long as sick leave does not exceed a  
6           total accrual of twelve (12) days per year. The employee must use the appropriate request form  
7           and submit it to the payroll office by July 1<sup>st</sup> of each year.  
8

9           **Section 10.3. Workers Compensation.**

10          Any employee covered by Workmen's Compensation and State Industrial Insurance, upon loss of time  
11          due to a job related injury or illness, and may upon the request of the employee be paid sick leave in the  
12          amount of the difference between his or her regular pay and compensation received from the State  
13          Department of Labor and Industries. The full amount of sick leave shall be paid for the first three (3)  
14          days. Should an employee later receive compensation from the Department of Labor and Industries for  
15          the first three (3) days of absence, the amount paid the employee shall be credited to the District from  
16          monies due the employee in the next payroll period. That portion of sick leave paid, as determined by  
17          the ratio of regular sick leave and State Industrial Compensation, shall be charged against the employee's  
18          accrued sick leave.  
19

20          **Section 10.4. Bereavement Leave.**

21          One (1) to five (5) days, in succession, will be granted by the Manager when such absence is due to the  
22          death of an employee’s relative. As used in this section “employee’s relative” is defined as the  
23          employee’s spouse, child, stepchild, grandchild, parent, grandparent, in-laws, sibling, or foster child.  
24          The number of days granted shall be determined between the employee and the Manager. Such  
25          bereavement leave shall not be deducted from sick leave and is non-cumulative. Employees shall be  
26          entitled to up to one (1) day per occasion on the death of a close friend. The District reserves the right to  
27          request verification when bereavement leave is used.  
28

29          **Section 10.5.**

30          In the event an employee is required to serve as a juror, or appear as a witness in court for the District or  
31          is named as a codefendant with the District, such employee shall receive a normal day’s pay for each day  
32          of required presence in court. Any compensation received from the court for such service shall be  
33          retained by the employee. If the employee is not chosen for jury duty or is excused from serving the  
34          employee will be required to return to work if there is more than three (3) hours remaining in the  
35          employee’s regular workday. The employee will notify their immediate supervisor of their availability to  
36          return to work.  
37

38          Each employee called to jury duty is required to obtain documentation from the court which indicates the  
39          time they were released each day. This must be provided to the supervisor and copied to Payroll.  
40

41          In the event that an employee is summoned as a party in a court action, such employee will utilize  
42          vacation time or personal leave if available. Unpaid leave may be provided if no other leave is available.  
43          All leave shall be with Manager approval.  
44

45          **Section 10.6. Maternity Leave.**

46          Upon application therefore by an employee subject to this Agreement, the District shall grant maternity  
47          leave. Such leave shall commence as such time as the employee and their medical advisor deem  
48          necessary. The District may require medical certification. Employees granted maternity leave must

1 return to work not later than sixty (60) consecutive calendar days following termination of pregnancy.  
2 Employees granted maternity leave shall, at their option, be allowed compensation for maternity leave in  
3 accordance with Section 10.1 of this Article. After exhaustion of the sixty (60) consecutive calendar  
4 days, such employees may be granted a maternity leave of absence pursuant to Article XI of this  
5 Agreement.

6  
7 **Section 10.7. Parental Leave.**

8 The non-birth parent or partner shall, upon request be granted up to five (5) days leave, on or about the  
9 date of the birth of the child. Such leave shall be deducted from that accumulated leave pursuant to  
10 Section 10.1 above. Additionally, a non-birth parent/partner may request a leave of absence for parental  
11 leave under any applicable rules, policies, provisions or laws that may apply.

12  
13  
14  
15 **ARTICLE XI**

16  
17 **LEAVE OF ABSENCE**

18  
19 **Section 11.1.**

20 An employee, with one (1) year of continuous employment, may be granted a leave of absence for  
21 personal or family reasons, excluding taking another job, for a period not to exceed one (1) year;  
22 provided, however, if such leave is granted due to an employee or employee's family member's  
23 extended illness, one (1) additional year may be granted.

24  
25 **Section 11.2. Authorized Leave of Absence (LOA).**

- 26  
27 **1. Non-medical LOA of ninety (90) workdays or more.** When a regular employee has been  
28 granted a leave of absence, the duration of which is expected to be ninety (90) workdays or  
29 more, the assignment will be considered open and put up for bid within three (3) workdays of  
30 the beginning of the leave of absence. The most senior employee bidding for the assignment  
31 will be assigned to the route. Upon return of the regular employee from a leave of absence  
32 exceeding ninety (90) workdays, he/she will be eligible to bid on any new or open assignments  
33 without loss of seniority.
- 34  
35 **2. LOA of ninety (90) workdays or less.** A regular employee requesting a leave of absence, the  
36 duration of which is expected to be less than ninety (90) workdays, will retain their route until  
37 the time of return. This route will be occupied by a cover driver (if available) during the  
38 employee's absence; if no cover driver is available, the assignment shall be filled by a  
39 substitute employee. If an employee fails to return within the ninety (90) working day period,  
40 the route will then be opened for bid.
- 41  
42 **3. LOA due to medical reasons, including Workers Compensation.** When an employee is  
43 anticipated to be on extended leave for medical reasons [not workers compensation], of the  
44 employee paid or unpaid, or W/C, the vacated assignment will be filled by a cover driver, if  
45 available; if no cover driver is available, the assignment will be filled by a substitute employee.  
46 These temporarily vacated positions will not be posted and are not open for the bidding  
47 process. *[Intent] Is that employees, on medical leave, return to their bid route with limited*  
48 *disruption to the transportation department. If an employee exceeds twelve (12) working*

1 months on workers compensation or extended medical reasons [not workers compensation] of  
2 the employee, their position will be posted as a continuing position. The employee will be  
3 eligible to bid on available routes, or perform fill-in (sub) work when released to return to  
4 work. Employees shall retain their seniority date during this period for up to two (2) years from  
5 the initial date of leave.

6  
7 **4. Family/Medical Leave.** Employees shall be granted unpaid family/medical leave in addition  
8 to any other leave provided elsewhere in this Agreement when eligibility is met in accordance  
9 with the Family Medical Leave Act of 1993 or Washington State Law, whichever provides the  
10 greater coverage. Notwithstanding the provisions of the Federal Family and Medical Leave  
11 Act (FMLA), or the Washington State Law, the employer agrees to apply the provisions of that  
12 Act/Law to all employees in the bargaining unit who worked one-thousand (1000) hours or  
13 more in the previous twelve (12) months and meet the other eligibility requirements contained  
14 in the FMLA/State Law.

15  
16 **Section 11.3.**

17 Vacation credits and sick leave shall not accrue while an employee is on leave of absence, provided  
18 however, that seniority shall not be lost.

19  
20 **Section 11.4. Leave of Absence (return).**

21 An employee returning from a Leave of Absence as defined under Section 11.2, Nos. 1 & 3, or lay-off  
22 as defined under Section 13.1. Lay-off, without an established assignment, will be placed in a  
23 substitute position until a successful bid on an available assignment takes place. During this time, the  
24 employee will be paid at the regular rate of pay as shown on Schedule A, for all hours worked, and will  
25 not receive other benefits – but may continue COBRA (insurance) payment. Seniority will continue as  
26 defined in Section 13.

27  
28  
29  
30 **ARTICLE XII**

31  
32 **VACATIONS**

33  
34 **Section 12.1.**

35 All employees subject to this Agreement shall be credited with hours of vacation credit based on  
36 contracted hours from September 1<sup>st</sup> to August 31<sup>st</sup>. Such vacation credit shall be earned, vested and  
37 used as designated in this Article. Contracted hours are defined as those hours assigned for the majority  
38 of the year. Upon retirement, PERS 1 employees will not cash out more than thirty (30) days of vacation  
39 in their final two (2) years of employment, if that cash out generates “excess cost” billings for PERS 1  
40 participants, to the District. In the event that the above described “excess cost” cash out has taken place,  
41 the employee must reimburse the District for the vacation cashed out which generated the excess billing  
42 liability. The employee will then be required to take that amount cashed out beyond thirty (30) days in  
43 the form of vacation time off, prior to retirement. The vacation days must be used by August 30<sup>th</sup> of each  
44 year and cannot be carried over.  
45  
46

1           **Section 12.1.1.**

2           Eleven (11) or more days worked in the month shall be considered a full month for purposes of  
3           earning vacation.

4  
5           **Section 12.1.2.**

6           Ten (10) workdays annually for the first five (5) years if the employee works the full school  
7           year (180 days). Vacation for an employee who works less than a full school year will be  
8           prorated per actual months worked.

9  
10          **Section 12.1.3.**

11          On completion of five (5) consecutive years of service, an employee shall receive one (1)  
12          additional day paid vacation. For each additional year of service thereafter, an employee shall  
13          receive one (1) additional day up to a maximum of twenty (20) net days annual paid vacation,  
14          after proration. The first such additional day shall be credited for use during the sixth (6th)  
15          year.

16  
17          **Section 12.1.4.**

18          Vacation shall be granted to all employees on August 31, based upon contracted hours worked  
19          in the prior fiscal year.

20  
21          **Section 12.1.5.**

22          Available vacation leave may be cashed out at any time during the school year. Vacation may be  
23          granted by the Manager on a limited, case-by-case basis. However, no employee should expect  
24          vacation leave to be approved based only on the employee's statement that reservations or trip  
25          plans have already been made.

26  
27          For vacation requests of a minimum of five (5) days or more, two (2) weeks' notice will be  
28          given granting or denying employee's request.

29  
30          **Section 12.1.6.**

31          Unused Vacation credit will be paid no later than August 31<sup>st</sup> of each year, unless requested  
32          earlier by the employee.

33  
34          **Section 12.2. Annual Leave Sharing.**

35          Leave sharing shall be in accordance with RCW 28A.400.380.

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## ARTICLE XIII

### SENIORITY

#### **Section 13.1.**

The seniority of the employee within the bargaining unit shall be established as of the date the employee begins continuous daily employment (hereinafter “hire date”), unless such seniority shall be lost as hereinafter provided.

**Continuous Daily Employment.** The date the employee is awarded a regular assignment consisting of A.M. /P.M. route(s). This is applicable to both drivers and attendants.

**Ties in Seniority Date.** When the hire date of two (2) or more employees is identical, the date of the application as a driver/attendant shall be used to establish seniority. Drawing of lots shall be used to determine relative placement of employees when the hire date and application date are identical.

**Layoff.** A driver/attendant on layoff status who is called back to a regular run will be called back by seniority of those in layoff status and benefits are restored. Bidding shall be done in accordance with seniority of all drivers and seniority of all attendants, but in no case shall an employee on layoff have priority over a senior employee. A driver/attendant on layoff status called back as a substitute or temporary shall be entitled to bid on any newly opened or posted route, by seniority of drivers and seniority of attendants within the transportation unit. (See Section 13.4.1).

#### **Section 13.1.1.**

Regular drivers and regular attendants can only retain seniority on one (1) list. Any employee changing classifications will be placed at the bottom of the seniority list for that classification. These seniority lists are used for bidding, vacation and personal leaves. Layoff issues are done according to Section 13.4.1. (In instance of layoff-seniority lists are combined.)

#### **Section 13.1.2. Substitute List.**

The Substitutes, who work for twenty (20) consecutive or thirty (30) cumulative days in any school year or the previous school year, will be placed on a seniority list applicable only for substitutes. This list will be used in awarding trips and other bidding for which substitutes are eligible and available. In the case of tie in seniority, the date on the application will be used to break the tie.

#### **Section 13.2.**

An employee shall lose seniority for any of the following reasons:

- A. Resignation;
- B. Discharge for any reason contained in this Agreement; or
- C. Retirement.

#### **Section 13.2.1.**

An employee shall not lose seniority, while on leave of absence, except as defined in Section 11.2.



1 **Section 13.3.**

2 Seniority rights shall not be lost, and shall continue to accrue, for the following reasons, without  
3 limitations.

- 4  
5 A. Time lost by reason of industrial accident, industrial illness or jury duty; or  
6 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United  
7 States; or  
8 C. Leave of absence as defined in this Agreement.

9  
10 **Section 13.4.**

11 Seniority shall be considered regarding vacation periods and special trips (including overtime). Seniority  
12 shall be given preference in consideration of promotions, assignment to new or open jobs or positions,  
13 when ability and performance are substantially equal with those individuals junior to him. If the District  
14 determines that seniority rights should not govern because a junior employee possesses ability and  
15 performance substantially greater than a senior employee or senior employees applying, the District shall  
16 set forth in writing to the employee or employees its reasons why the senior employee or employees have  
17 been bypassed.

18  
19 **Section 13.4.1. Layoff.**

20 In the case of layoff, the employee with the greatest seniority (earliest hire date) shall be  
21 retained in preference to any junior employee.

22  
23 **Section 13.5.**

24 The parties recognize that permanent drivers and attendants are generally hired from the substitute pool.  
25 Therefore the District shall maintain a continuous substitute posting for transportation employees.  
26 Assignments shall be bid according to the applicable sections of the contract.

27  
28 **Section 13.6.**

29 All existing assignments will be considered open at scheduled bid or when assignments are vacated by  
30 an employee. An employee shall have forty-eight (48) hours from the time of posting of an assignment  
31 to apply for the assignment. Employees absent because of illness during such forty-eight (48) hour  
32 period shall be responsible to contact their union officials or Transportation Manager to be apprised of  
33 any vacancies.

34  
35 **Section 13.7.**

36 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the  
37 District according to layoff ranking. Such employees are to have priority in filling an opening in the  
38 classification held immediately prior to layoff. Names shall remain on the reemployment list for one  
39 (1) year. Employees on layoff status must contact the District Personnel Office in writing each sixty  
40 (60) calendar days. Employees on layoff status shall be given first opportunity to fill substitute  
41 assignments.

42  
43 **Section 13.8.**

44 Employees on layoff status shall file their addresses in writing with the personnel office of the District  
45 and shall thereafter promptly advise the District in writing of any change of address thereafter to remain  
46 active for employment. Any reemployment offer made by the District to an employee must be done by  
47 certified mail as well as telephone attempt.

1 **Section 13.9.**

2 An employee shall forfeit rights to reemployment as provided in Section 13.7 if the employee does not  
3 comply with the requirements of Section 13.8, or if the employee does not respond to the offer of  
4 reemployment within ten (10) workdays.

5  
6 **Section 13.10.**

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

10  
11 **Section 13.11.**

12 Time on layoff will be counted as continuous service for the purpose of establishing and retaining  
13 eligibility dates.

14  
15 **Section 13.12.**

16 The District shall provide a seniority list in September and February of each year.  
17  
18  
19

20 **ARTICLE XIV**  
21  
22 **PROBATIONARY PERIOD**  
23

24 **Section 14.1.**

25 Each new hire shall remain in a probationary status for a period of not more than six (6) calendar months  
26 (not including two months in the summer) following the continuing hire date. During the probationary  
27 period, the employee will be promptly notified of any performance problems that could affect his or her  
28 employment. During the probationary period, the District may discharge such employee at its  
29 discretion. A decision to discharge a probationary employee shall be communicated to the Association  
30 President. The District will attempt to make such notification prior to such discharge taking effect.  
31

32 **Section 14.2.**

33 Probationary employees are considered bargaining unit employees subject to all rights and terms  
34 contained herein beginning with the first (1<sup>st</sup>) day of their employment, subject to the terms of Section  
35 14.1.  
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**ARTICLE XV**

**DISCHARGE AND EVALUATION OF EMPLOYEES**

**Section 15.1.**

The District may discharge any employee subject to this Agreement for justifiable cause.

**Section 15.2.**

The issue of justifiable cause shall be resolved in accordance with the Grievance Procedures of this Agreement. Progressive discipline shall be affected where applicable (verbal, written reprimand, suspension and termination).

**Section 15.3. Notification to Non-Annual Employees.**

This section is intended to be applicable to those employees whose duties necessarily imply less than twelve (12) months (excluding vacations) work per year.

**Section 15.3.1.**

Should the District decide to discharge any non-annual employee, the employee shall be so notified in writing prior to the expiration of the school year.

**Section 15.3.2.**

Nothing contained herein shall be construed to prevent the District from discharging an employee for acts of misconduct occurring after the expiration of the school year.

**Section 15.3.3.**

Nothing contained in this section shall in any regard limit the operation of other sections of this Article.

**Section 15.4. Evaluation.**

Each employee subject to this Agreement shall be evaluated by annually, by his or her immediate supervisor. Such evaluation shall be made utilizing the employee evaluation sheet which shall be subsequently agreed upon and attached hereto. Additionally, the immediate supervisor shall write an analysis of the employee's job performance during the current school year. Each employee subject to this Agreement may appeal his evaluation to the Administration responsible for personnel.

**Section 15.4.1.**

Evaluation format will be attached as Addendum "C" of this contract.

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**ARTICLE XVI**

**RETIREMENT**

**Section 16.1.**

The District shall report all hours worked, for all eligible employees, whether straight time, overtime, or otherwise, to the Department of Retirement Systems as required.

**Section 16.2.**

Employee Retirement Contribution Deferral: The Employee Retirement Contribution to the Public Employees' Retirement System shall be tax deferred in accordance with applicable State rules and regulations.

**ARTICLE XVII**

**INSURANCE**

**Section 17.1.**

The parties agree to abide by state law relating to School District Employees Benefits. The School District shall not use state benefit allocations for any purpose other than insurance benefits.

**Section 17.2. Contributions.**

The District shall contribute an amount, equal to the state contribution, beginning September 1<sup>st</sup> of each year and continuing for twelve (12) months thereafter (August 31<sup>st</sup>), for each full-time equivalent employee in the bargaining unit and a prorated amount of same for all regular part-time employees, to be used for the purchase of insurance benefits.

**Section 17.3. Eligibility.**

Those employees projected to be working two (2) hours or more shall be eligible to receive a District contribution, based on State Allocation amounts, for the selected benefits (both mandatory and optional) that is a prorated percentage of a full-time equivalent employee's contribution. The percentage of full-time equivalence (FTE) will be determined by projecting the expected work year for an employee and finding the percentage that the projection is of a full-time position. A full-time position, for purpose of insurance benefits, is defined as one thousand four hundred forty (1,440) hours per year.

**Section 17.4. Continuing Eligibility.**

To continue to remain eligible for the District insurance contribution, employees must meet the following criteria:

1. Work at least five (5) days, or be in a paid status, within a contracted work month. (This could include donated leave).
2. Be on an authorized leave that meets the eligibility requirements of the Family Medical Leave Act (FMLA).

1 Employees who do not maintain these eligibility requirements will be responsible for self-paying the  
2 entire insurance amount for that month (entire amount includes: district allocation/pool allocation and  
3 out of pocket expenses). Employees who cannot self-pay the entire amount for that month may not  
4 receive coverage the following month.

5  
6 Employees may opt to reinstate their optional coverages once eligibility has been re-established and if  
7 their absence is recognized in the criteria of the Family Medical Leave Act.

8  
9 Employees, who fail to meet the eligibility requirements listed above, and the continuing eligibility  
10 requirements due to extreme and exigent circumstances, must contact the Benefits Office to discuss the  
11 status of their insurance coverage.

12  
13 The district payroll/benefits office will notify employees of all their options prior to cancellation of any  
14 insurance benefits.

15  
16 **Section 17.5. Leave Of Absence.**

17 Those employees who are on approved (unpaid) leave of absences in accordance with Article XI,  
18 Section 11.1, and who do not continue their insurance during their leave of absence (self-pay) may  
19 reinstate insurance benefits upon the conclusion of their leave of absence.

20  
21 **Section 17.6. Less than twelve (12) months coverage.**

22 For those employees whose work year may be less than twelve (12) months, insurance coverage shall  
23 continue for twelve (12) months, provided, however, that the employee continues to meet the  
24 eligibility requirements, and has not terminated from district employment.

25  
26 **Section 17.7. Payment of Employee Portion (Less than 12 month pay).**

27 For those employees paid on a less than twelve (12) month basis, arrangements to pay their out of  
28 pocket amounts for the non-work months, must be made prior to May 10<sup>th</sup> of each school year.  
29 Employees can select one of the following options:

30  
31 **Personal Checks.** Personal checks to cover the employee's out of pocket portion of summer months  
32 (July and August) must be submitted to the District payroll office by June 30<sup>th</sup>. Failure to remit may  
33 result in the loss of benefits.

34  
35 **Payroll Deduction.** Employees opting to have payroll deductions in the months of May and June, to  
36 satisfy their July/August premium portions must sign the authorization form for a payroll deduction.

37  
38 Those employees performing summer work may modify their above decision and have those portions  
39 deducted from the summer pay warrants. Any decision to modify must be in writing and submitted to  
40 payroll by June 30<sup>th</sup>.

41  
42 Regardless of the option of payment chosen, failure to make arrangements for non-work months  
43 payments may result in loss of coverage.

1  
2 **Section 17.8. Distribution of Allocations.**  
3

- 4 1. Mandatory benefits for each employee includes dental and vision programs, and requires the  
5 participation of each eligible employee. This amount is deducted from the state allocation  
6 based on FTE for each employee.  
7 2. Each employee will make his/her selection of optional benefits under the insurance program  
8 provided herein.  
9 3. Remaining funds, if any exist, will be placed into a pool.  
10 4. The pool shall be established on October 1<sup>st</sup> of each year and shall continue through September  
11 30<sup>th</sup> of each year.  
12 5. Additionally, the KSD will contribute monies equal to the unit FTE percentage of the one  
13 hundred thousand dollars (\$100,000.00) annually towards the pool, fifty thousand dollars  
14 (\$50,000.00) distributed by need.  
15 6. The KSD will contribute an additional twenty thousand dollars (\$20,000.00) to cover out of  
16 pocket insurance costs only.  
17

18 The pool shall be distributed as follows:  
19

- 20 1. The Health Care Authority (HCA) will be deducted based on each employee FTE.  
21 2. Remaining funds, if any exist, will be distributed to help reduce out-of-pocket costs. The funds  
22 shall be distributed by FTE allocation until all funds are exhausted.  
23

24 **Section 17.9. Enrollment/Mid -Year Changes Employee Coverage.**

25 The enrollment period shall begin September 1 of each year and continue for thirty (30) calendar days  
26 and shall be completed by the last business day in September. If September 30<sup>th</sup> falls on a weekend, all  
27 enrollment must be completed by the close of business day the Monday immediately following.  
28

29 Once enrollment is completed, and employees have selected their medical coverage plan, from the  
30 plans provided herein, there shall be no additions or deletions to the selected medical coverage plans  
31 outside of the enrollment period except for reasons associated with family status changes (defined as:  
32 birth/adoption of a child, death, marriage or divorce) or loss of employment status, or a change in the  
33 spouse's employment status which causes a gain, loss or reduction of insurance coverage.

34 Provided, however, that employees' may be eligible to cancel their optional medical coverage, in its  
35 entirety, after consultation with the KSD Benefits Specialist. (Mandatory benefits may not be  
36 cancelled).  
37

38 Those employees opting to cancel their medical coverage, in its entirety, will not be eligible to receive  
39 coverage until the next open enrollment period. In the event the employee cancels his/her medical  
40 coverage, his/her allocation shall be placed in a secondary pool for future use as determined by the  
41 District and PSE.  
42

43 **Section 17.10. Family Status Change – Mid-year.**

44 Employees who do not choose coverage in the open enrollment period, and who have a family status  
45 change as defined in this section, that necessitates insurance coverage after the enrollment period, shall  
46 receive their District contribution amount, based on their FTE allocation as of October 1<sup>st</sup>, beginning in  
47 the month insurance benefits become established, and may be entitled to receive money from the

1 secondary pool to offset out of pocket costs. The amount would not exceed the amount they would  
2 have received based on the FTE allocation as of October 1<sup>st</sup>.

3  
4 **Section 17.11. Terminating Employment.**

5 Any employee terminating employment shall receive the District insurance contribution in the calendar  
6 month in which the termination is effective to continue coverage for one full month after terminating  
7 employment. Employees terminating employment with the District shall be advised of their COBRA  
8 options within thirty (30) calendar days of the effective date of their termination.

9  
10 **Section 17.12. New Employees.**

11 Employee(s) hired to fill new positions or replace an employee terminating during the school year will  
12 receive an insurance allocation based on their FTE allocation and eligibility requirements. These  
13 employees may elect insurance coverages from the plans available during the first thirty (30) calendar  
14 days of employment. Employees hired after October 1<sup>st</sup> shall receive the same amount of pooled  
15 money, if available, as if they were hired prior to October 1<sup>st</sup>.

16  
17 Coverage for new employees shall begin on the first day after the first full calendar month of  
18 employment and continue as stated in this Section.

19  
20 **Section 17.13. Combined Allocations.**

21 Husbands and wives, who are both members in this bargaining unit, may combine their employer's  
22 contribution to pay for their selected benefits. Husbands and wives, who are both employees of the  
23 district but are in different bargaining units, may choose to combine their district contributions to cover  
24 the cost of the insurance options they select. Any funds that remain after they have combined their  
25 district contributions will be divided by FTE between the health care pools of the bargaining units to  
26 which they belong. This provision is only applicable in the employee groups that have similar  
27 agreements (i.e. PSE and KEA, KAA, etc.)

28  
29 Any request to combine contributions must be in writing and submitted on or before the first Friday in  
30 September of each year.

31  
32 **Section 17.14. Insurance Options.**

33 Each eligible employee shall be entitled to select insurance options from the approved list of options.

34  
35 The benefit program shall consist of the following:

36  
37 Mandatory Participation: Eastern Washington Dental Trust  
38 VSP (Vision Service Plan) Plan C

39  
40 Optional Participation: WEA Premera Blue Cross Medical, Group Health, Life Insurance

41  
42 All plans shall be determined mutually by the District and Association.

43  
44 **Section 17.15. Benefits - Contracts.**

45 RCW 28A 400.275. Employee Benefits-Contracts. Any contract for employee benefits executed after  
46 April 13, 1990, between a school district and a benefit provider or employee bargaining unit is null and  
47 void unless it contains an agreement to abide by state laws relating to school district employee  
48 benefits. The term of the contract may not exceed one (1) year.

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**Section 17.16. Tort Liability.**

The District shall provide tort liability coverage for all employees subject to this Agreement.

**Section 17.17. State Industrial Insurance. (Workers Compensation).**

The District shall cover employees with State Industrial Insurance. Payment of premiums will be shared by the District and the employee in accordance with State regulations.

**Section 17.18. Liability/Personal Property Damage.**

In the event an employee’s personal property is damaged or stolen in the course of performing school district business, the following provisions apply:

It is agreed that coverage is afforded for loss or damage to personal property of school employees while such employees are engaged in maintenance of order and discipline and the protection of school personnel, school property, or students subject to the following provisions:

1. The limit of liability for any one (1) occurrence shall be two hundred fifty dollars (\$250) per claim. Reimbursement can be requested for the cost of repair or replacement. If an item is damaged beyond repair, actual value at the time of the damage is claimed.
2. Items under twenty-five dollars (\$25) will not be subject to claim pursuant to this section.
3. Requests for reimbursement shall be made on the District Property Loss/Damage form and submitted to the Business Office.
4. Employees eligible for reimbursements under this provision shall register personal property with the District Manager of Maintenance and Operations.

The District shall reimburse up to five-hundred dollars (\$500) per incident, per employee for damage caused by verified vandalism to the employee’s vehicle, sustained during the course of employment. The employee must exhaust her or her own insurance recovery possibilities before being eligible for reimbursement from the District. If the employee does not have insurance coverage, reimbursement shall not exceed five-hundred dollars (\$500). Payment will be made after the employee has provided documentation of her or her expenditure and submission to the employee’s own insurance carrier.

**ARTICLE XVIII  
VOCATIONAL TRAINING**

**Section 18.1.**

It is mutually agreed that the Association and the District will cooperate in developing in-service programs needed by the District and Association members. The District will provide up to two-thousand dollars (\$2,000) per year for professional staff development (workshops, seminars, etc.). The specific expenditure of these funds will be determined jointly by a committee of two administrators, designated by the District and three association members, designated by the Association President. These funds will not be used for union related meetings, seminars, and workshops.





1 **Section 18.2.**

2 When attendance is required, employees will be paid at their regular rate for time spent in attendance at  
3 required trainings that fall outside their contracted (school) days.

4  
5 **Section 18.3.**

6 All employees must possess a valid First Aid Card prior to employment with the District. The District  
7 will pay the renewal course costs for a CPR/First Aid Card and attendance time at the employee's hourly  
8 rate.

9  
10 **Section 18.4.**

11 Vocational training, whenever possible, shall take place the week immediately preceding the opening of  
12 school and shall be full day sessions. The District will provide safety meetings as needed.

13  
14 **Section 18.5.**

15 The Superintendent may grant absences with pay to classified employees to attend conferences,  
16 workshops, and conventions, when such meetings are related to the transportation field.

17  
18 **Section 18.6. Workshops/Professional Development.**

19 Workshops/Professional Development will be scheduled on early release and/or teacher professional  
20 days when possible.

21  
22 **Section 18.6.1.**

23 Employees may request permission to attend conferences, workshops and other training not  
24 scheduled by the District or Staff Development whereby they voluntarily share the cost of the  
25 training. Employees who have been approved may be reimbursed upon completion of the  
26 training if funds are remaining at the end of the budget year.

27  
28 **Section 18.6.2.**

29 Employees may be required to share the content of the training with other members of the  
30 workforce within a reasonable time of returning.

31  
32 **Section 18.6.3.**

33 Employees will be paid for their time when they are approved to serve on a District committee,  
34 provided other District employees are paid.

35  
36  
37  
38 **ARTICLE XIX**

39  
40 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

41  
42 **Section 19.1.**

43 Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member  
44 of the Association in good standing, shall, as a condition of employment, maintain membership in the  
45 Association in good standing during the period of this Agreement.

1 **Section 19.2.**

2 All employees subject to this Agreement who are not members of the Association on the effective date  
3 of this Agreement, and all employees subject to this Agreement who are hired at a time subsequent to  
4 the effective date of this Agreement, shall, as a condition of employment, become members of the  
5 Association. Such employee shall then maintain membership in the Association or pay a  
6 representation fee during the period of this Agreement.

7  
8 **Section 19.3.**

9 The parties recognize that an employee should have the option of declining to participate as a member  
10 in the Association, yet contribute financially to the activities of the Association in representing such  
11 employee as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of  
12 the membership requirements of the previous sections of this Article, an employee who declines  
13 membership in the Association may pay to the Association each month a representation fee as a  
14 contribution towards the administration of this Agreement. The Association (PSE) shall determine the  
15 amount of the representation fee annually, and shall notify the employer of the same not later than  
16 December 1<sup>st</sup> of each year. This representation fee shall be collected by the Association in the same  
17 manner as monthly dues.

18  
19 **Section 19.4.**

20 Any current employee, who refuses to become a member of the Association in good standing or pay  
21 the representation fee in accordance with the previous sections, shall be immediately discharged from  
22 employment by the District.

23  
24 **Section 19.5.**

25 The District will notify the Association of all new hires within thirty (30) workdays of the hire date.  
26 At the time of hire, the District will inform the new hire of the terms and conditions of this Article.

27  
28 **Section 19.6.**

29 Nothing contained in this Agreement shall require Association membership of employees who object  
30 to such membership based on bona fide religious tenets or teachings of a church or religious body of  
31 which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a  
32 non-religious charity or other charitable organization mutually agreed upon by the employee and the  
33 Association. The employee shall furnish written proof that such payment has been made. If the  
34 employee and the Association cannot agree on such matter, the Public Employment Relations  
35 Commission pursuant to RCW 41.56.122 shall resolve it.

36  
37 **Section 19.7. Check-off.**

38 The District shall deduct PSE dues or a representation fee from the pay of all eligible employees. The  
39 District shall transmit all such funds deducted to the Treasurer of the Public School Employees of  
40 Washington on a monthly basis.

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## ARTICLE XX

### GRIEVANCE PROCEDURE

**Section 20.1.**

Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.

**Section 20.2.**

Grievances related to the interpretation and/or application of this Agreement when filed in the name of the Association or when filed by an individual when resolution can only be obtained through the Superintendent or his/her designee, may be initiated at the Superintendents level as provided hereinafter.

**Section 20.3. Grievance Steps.**

The Grievance Steps are as follows, and explained in detail below:

- **Step I.** - Informal meeting with Supervisor within twenty (20) workdays of occurrence)
- **Step II.** - (Submit, in writing, to Supervisor within ten (10) workdays of conclusion of Informal process);
- **Step III.** - (Submit to Personnel within fifteen (15) workdays of receipt of denial or non-response)
- **Step IV.** - (Submit to School Board within fifteen (15) workdays of receipt of response or non-response)
- **Step V.** (**Demand for arbitration**)

**Grievance Steps/Timelines.**

**Section 20.4. STEP I.**

The employee shall first (1<sup>st</sup>) discuss the grievance with his/her immediate supervisor. If the employee wishes, he/she may be accompanied by an Association representative at such discussion. Employees and/or Association officers engaging in Step I discussion will provide the specific occurrence and date of the occurrence to facilitate discussions. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within twenty (20) workdays of the occurrence or the knowledge of the occurrence of the grievance shall be invalid and subject to no further processing. Management shall respond to the issue within ten (10) workdays of the conclusion of the Step I informal meeting.

**Section 20.5. STEP II.**

If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall reduce to writing a statement of the grievance containing the following:

- A. The facts on which the grievance is based;
- B. A reference to the provisions in this Agreement, which have been allegedly violated; and

1 C. The remedy sought.

2  
3 The employee shall submit the written statement of grievance within ten (10) workdays of the  
4 conclusion of the Step I informal, to his immediate supervisor for reconsideration and shall submit a  
5 copy to the official in the Administration responsible for personnel. The parties will have five (5)  
6 workdays from submission of the written statement of grievance to resolve it by indicating on the  
7 statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance  
8 shall sign it.

9  
10 **Section 20.6. STEP III.**

11 If no settlement has been reached within the five (5) workdays referred to in the preceding subsection,  
12 and the Association believes the grievance to be valid, a written statement of grievance shall be  
13 submitted within fifteen (15) workdays to the District Superintendent or his designee. After such  
14 submission, the parties will have ten (10) workdays from submission of the written statement of  
15 grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable  
16 disposition is made, all parties to the grievance shall sign it.

17  
18 **Section 20.7. STEP IV.**

19 If no settlement has been reached within the ten (10) workdays referred to in the preceding paragraph,  
20 and the Association believes the grievance to be valid, a written statement of grievance shall be  
21 submitted within fifteen (15) workdays to the District Board of Directors. The Board will meet within  
22 fifteen working (15) days to hear the matter. After the Board's meeting, they will render their decision  
23 within ten (10) workdays.

24  
25 **Section 20.8. STEP V.**

26 If no settlement has been reached within the ten (10) workdays referred to in the preceding subsection,  
27 and the Association believes the grievance to be valid, a demand for arbitration shall be submitted to  
28 the Superintendent, or designee, within ten (10) workdays. Any dispute, claim, or grievance arising  
29 out of or relating to the interpretation or the application of this Agreement shall then be submitted to  
30 arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. If  
31 mutually agreed, the parties may submit to arbitration under the Expedited Labor Arbitration Rules of  
32 the American Arbitration Association. The parties further agree to accept the arbitrator's award as final  
33 and binding upon them.

34  
35 **Section 20.9.**

36 The grievance or arbitration discussion shall take place whenever possible on school time. The  
37 Employer shall not discriminate against any individual employee or the Association for taking action  
38 under this Article.

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42 **ARTICLE XXI**

43  
44 **SALARIES**

45  
46 **Section 21.1.**

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

1  
2 **Section 21.1.1. Payroll Errors.**  
3

- 4 1. Underpayments must be reported by the employee to the payroll office. Underpayments  
5 reported within five (5) business days of the payday (the last business day of the month)  
6 will be corrected in five (5) to seven (7) business days from the date the error is reported.  
7 2. Underpayments reported more than five (5) business days after payday will be corrected on  
8 the next scheduled payday.  
9 3. Debits caused by overpayments shall be discussed with the employee and deducted over the  
10 same period (number of months) as the overpayment took place.  
11 4. It is understood that payroll corrections, both overpayments and underpayments, will be  
12 limited to a maximum period of thirty-six (36) months prior to the determination of the  
13 overpayment/underpayment.  
14

15 **Section 21.2.**

16 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the Terms and  
17 Conditions of Section 23.3. Should the date of execution of this Agreement be subsequent to the  
18 effective date, salaries, including overtime, shall be retroactive to the effective date.  
19

20 **Section 21.3.**

21 Retroactive pay, where applicable, shall be paid on the first (1<sup>st</sup>) regular pay day following execution of  
22 this Agreement, or in the case of retroactive pay resulting from negotiations pursuant to Section 23.3, on  
23 the first regular pay day following Agreement on such schedule.  
24

25 **Section 21.4.**

26 For purposes of calculating daily hours, time worked shall be rounded up to the nearest five (5) minutes.  
27

28 **Section 21.5.**

29 The District will pay up to one-hundred (\$100) dollars for DOT physicals performed by a DOT qualified  
30 physician. A list of qualified physicians taking patients will be provided on a yearly basis.  
31

32 **Section 21.6.**

33 The District will pay the cost of the CDL license endorsement for employee's renewals.  
34

35 **Section 21.6.1.**

36 Driver substitutes, upon completion of twenty (20) consecutive or thirty (30) cumulative days,  
37 will be reimbursed by the District for at least fifty percent (50%) of the cost of obtaining their  
38 CDL.  
39

40 **Section 21.7.**

41 New employees, substitutes, and current employees who are required to take a skill test because of a poor  
42 driving record or suspension shall pay the full fee for all testing required.  
43

44 **Section 21.8. Mandatory Drug Testing.**

45 Mandatory drug testing will be conducted in accordance with all applicable laws, rules, and regulations.  
46 All costs associated with mandatory drug testing shall be paid by the Employer, including travel  
47 time/mileage. Mileage shall be paid only when a district vehicle is unavailable for use.  
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**ARTICLE XXII**

**SEPARABILITY OF PROVISIONS**

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**Section 22.1.**

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

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**Section 22.2.**

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.

The District shall not be required to implement any compensation provision of this Agreement which would cause it to be in violation of provisions of Chapter 16, Laws of 1981, Chapter 340, Laws of 1981 or Chapter 392-140 WAC or amendments thereto. If reductions in compensation should be required by the reference law and regulations, the District will provide the maximum amount of compensation to the bargaining unit which would be lawful. If additional entitlement should be determined to exist, base salaries will be readjusted to ensure that the entire amount authorized by the legislature is paid to the bargaining unit members.

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**Section 22.3.**

In the event either of the foregoing sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 23.3.

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**ARTICLE XXIII**

**TERM**

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**Section 23.1.**

The term of this Agreement shall be September 1, 2015 to August 31, 2019.

**Section 23.1.1.**

This agreement constitutes the entire Agreement of the parties superseding and invalidating any previous commitments of any kinds, for the duration of this agreement, except as defined in Article V.

**Section 23.2.**

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 23.3.**

This Agreement may be reopened and modified at any time during its term upon mutual consent of both parties in writing and to consider the impact of any legislation enacted following the execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment. The parties further agree that Schedule A wages will be

1 increased by the annual COLA. In the event the COLA is less than 1.5%, the parties agree to re-open  
2 Schedule A. In contract years 2015-2016 and 2016-2017 Schedule A is amended and attached and will  
3 not be reopen. In contract years 2017-2018 and 2018-2019 Schedule A shall be open for wages.  
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18 **SIGNATURE PAGE**  
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32 PUBLIC SCHOOL EMPLOYEES  
33 OF WASHINGTON / SEIU LOCAL 1948

34 KENNEWICK TRANSPORTATION

KENNEWICK SCHOOL DISTRICT #17

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39 BY: \_\_\_\_\_  
40 Pam Kirby, Chapter President

BY: \_\_\_\_\_  
Betsy Dickinson, Classified Personnel Mgr.

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**SCHEDULE A**  
**KENNEWICK SCHOOL DISTRICT #17**  
**TRANSPORTATION**  
**SEPTEMBER 1, 2015 - AUGUST 31, 2016**

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	<u>STEP 1</u> (0-5 years)	<u>STEP 2</u> (6-10 years)	<u>STEP 3</u> (11-15 years)	<u>*KSD LONGEVITY</u> (16 yrs and beyond)
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<b><u>Driver</u></b>	\$18.06	\$18.37	\$18.55	\$18.83
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<b><u>Attendant</u></b>	\$14.57	\$14.82	\$14.97	\$15.19
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**Sub Rates**

Driver	\$16.00
Attendant	\$12.75

*\*KSD Longevity is for employees who have worked in Kennewick School District for 16 years or more years. Longevity is applied to the base wage after completion of 15 years of service and will be applied on September 1<sup>st</sup>.*

Insurance Allocation for 2015-2016: \$780-HCA \$65.25  
 The District agrees to pay at least 50% of the Health Care Authority Carve Out (HCA).





**SCHEDULE A**  
**KENNEWICK SCHOOL DISTRICT #17**  
**TRANSPORTATION**  
**SEPTEMBER 1, 2016 - AUGUST 31, 2017**

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	<u>STEP 1</u> (0-5 years)	<u>STEP 2</u> (6-10 years)	<u>STEP 3</u> (11-15 years)	<u>*KSD LONGEVITY</u> (16 yrs and beyond)
--	------------------------------	-------------------------------	--------------------------------	--

<b><u>Driver</u></b>	\$18.42	\$18.74	\$18.92	\$19.20
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<b><u>Attendant</u></b>	\$14.86	\$15.11	\$15.27	\$15.50
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**Sub Rates**

Driver	\$16.00
Attendant	\$12.75

*\*KSD Longevity is for employees who have worked in Kennewick School District for 16 years or more years. Longevity is applied to the base wage after completion of 15 years of service and will be applied on September 1<sup>st</sup>.*

Insurance Allocation for 2016-2017: \$780-HCA \$70.45  
 The District agrees to pay at least 50% of the Health Care Authority Carve Out (HCA).



**ATTACHMENT "A"**  
**TRIP BOARD PROCEDURES**

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1. At least one (1) Trip Board driver position (trip board positions are defined in Section 1.4 of this Collective Bargaining Agreement) will be available by seniority bid.
2. Once a Trip Board position has been filled, any and all full trips on the trip board will be bid on a seniority basis for trip board drivers.
3. Trip Board drivers will be assigned substitute runs if there are insufficient trips to fill their hours.
4. Trip Board positions will be bid in the same manner regular routes are bid.
5. All trips will be selected according to the seniority of the trip board drivers twice a week.
6. Each driver must fill up their position hours with full trips if possible when selecting trips. Drop and returns will only be used when full trips are exhausted.
7. If a selected trip is cancelled, the trip driver shall be entitled to re-select an available, unassigned trip to fill their position hours.
8. On weeks when there are insufficient trips to fill position hours, trip drivers must be available to perform cover driver work for any and all regular or special services routes. Route start times may change.)
9. Trip Board drivers are eligible to bid trips that fall outside the Trip Board, in accordance with the provisions contained in Article VII.
10. All trips that fall within the trip board time frame that cannot be covered by the Trip Board drivers will be posted and awarded in accordance with Article VII.



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**ATTACHMENT "B"**  
**TRIP ASSIGNMENT POLICY**

**Trips will be posted and awarded on the following schedule:**

1. Trips will be posted for one (1) week minimum except in the case of late arriving requests.
  - A. Trips departing on Monday and Tuesday will be awarded on preceding Friday.
  - B. Trips departing on Wednesday and Thursday will be awarded on Monday.
  - C. Trips departing on Friday, Saturday and Sunday will be awarded on Wednesday.
  - D. Late trips will be posted when received. Late trips will be awarded twenty-four (24) hours prior to departure, when possible.
2. At any time, there should be six (6) days of trips available in the trip book. The awarded trip sheets will be placed in the respective Driver's box.
3. Trips are awarded in compliance with Section 7.7. of the Transportation Collective Bargaining Agreement.

Bus Driver's Responsibilities:

- Check your box prior to every shift worked, for notification of awarded trips.
- If you have signed a trip sheet and then wish to remove your name from the trip sheet, you must notify Management in writing that you wish to remove your name.
- You are not to cross your name/signature off of the trip sheet once you have signed. Management will remove your name once you have provided written notification.
- Once trips have been awarded, they are not to be turned back unless there is an emergency, illness, or uncontrollable circumstance. If this occurs, you must notify Management immediately in writing, with the reason provided.
- Trip tickets must be completed and turned in upon your return to the yard.
- If you have any questions about a trip ticket, please request further information from the Management.

\* PLEASE NOTE: In accordance with Section 7.7. --- If a trip ticket is returned after being awarded, that driver will be ineligible to drive other trips scheduled for the same day.

# ATTACHMENT "C"

## KENNEWICK SCHOOL DISTRICT #17- Transportation Performance Appraisal for Classified Employees

NAME OF EMPLOYEE: \_\_\_\_\_ POSITION: \_\_\_\_\_  
 DEPARTMENT: \_\_\_\_\_ DATE: \_\_\_\_\_

Unsatisfactor y	Needs Improvement	Meets Expectations	Primary Job Functions:
			<b>1. Job Knowledge and Performance:</b> Exhibits a full understanding of all aspects of the position.
			<b>2. Quality of work:</b> Strives for efficiency, works effectively with staff and students, takes ownership of final outcome of assigned job duties, accurately completes all operational records and reports as requested/required. Time sheets and payroll reporting are accurate.
			<b>3. Dependability:</b> Follows through on instructions, completes assignments, completes work in a timely manner, arrives to work and is on duty as assigned.
			<b>4. Initiative:</b> Able to complete tasks with appropriate level of supervision, takes independent action when necessary, actively pursues professional development, utilizes new information in daily practices.
			<b>5. Problem Solving:</b> Solves problems effectively, remains calm, stays focused on the problem at hand.
			<b>6. Professionalism:</b> Exhibits professional attitude towards job, treats coworkers, students, supervisors and the public with respect, responds positively to management, copes with conflict appropriately, dress is appropriate to position, responds positively to constructive feedback.
			<b>7. Attendance:</b> Is regular in daily attendance and punctual to assigned duties.
			<b>8. Cooperation/Teamwork:</b> Exhibits ability to work effectively with others, deals positively with change, solves problems effectively, maintains a positive attitude with co-workers, assists others as needed, works effectively with staff, students, parents and the community, works toward the betterment of the District.
			<b>9. Work Environment:</b> Keeps work environment neat and organized. Keeps bus and equipment clean.
			<b>10. Safety:</b> Performs job safely, follows safety expectations and procedures, promptly reports safety hazards. Meets physical fitness expectations for assigned position.
			<b>11. Supervision of children:</b> Supervises children in a safe and appropriate manner. Safely and effectively assists handicapped children in boarding and landing from the bus as required.
			<b>12. Makes referrals to appropriate school office regarding students as needed</b>
			<b>DRIVERS ONLY</b>
			<b>1. Performs pre-trip inspection of bus to ensure it is in safe operating condition</b>
			<b>2. Checks and cleans the bus upon completion of a run.</b>
			<b>3. Maintains established schedule for the route(s) consistent with safe driving practices and passenger safety</b>
			<b>4. Complies with State, Local and District regulations regarding school bus operation</b>

**Employee's and Reviewer's Comments and Notes (include evaluation number being commented on):**

This report is based upon my observation and knowledge. It represents my best judgment of this employee's performance.

Signature of Evaluator, Title \_\_\_\_\_ Date: \_\_\_\_\_

I have reviewed this report. My signature does not necessarily indicate agreement with this rating.

Signature of Employee \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_

**Distribution – Original Human Resources – Copy to Employee – Copy Manager – Copy MTS**



**KENNEWICK SCHOOL DISTRICT #17- Transportation**  
**ATTACHMENT "D"**  
**SALARY ENHANCEMENT/CLOCK HOURS**

It is mutually agreed that the Clock Hour Program is put into place to benefit both the Transportation staff members and the school district. Clock hours may be earned after September 1, 2003, or from the employee's seniority date within this bargaining unit, whichever is the later date. Clock hours may be awarded for workshops and classes voluntarily taken by the employee outside of their paid work time, as long as the workshop/class is directly applicable to the employee's present position in the school district and is pre-approved by the supervisor.

1. An employee wishing to earn clock hours must request pre-approval from their program supervisor on the district-approved clock hour application form. The employee should complete the top of the form, attach a copy of the course offering/flier, and submit it to the supervisor a minimum of ten (10) days prior to taking the class/workshop for review, processing, and final approval. The supervisor will sign the form, and it will be returned to the applicant in a timely manner, but no later than five (5) workdays prior to the workshop.
2. The workshop/class must meet the guideline that it is appropriate and applicable to the employee's current position. It may be offered by the Kennewick School District, ESD 123, Staff Development Committee, college, or other appropriate institution. If an application is in question, it will be reviewed by the Staff Development Committee and Classified Personnel Manager.
3. If the clock hour request is not approved, a written explanation will be given to the employee being denied.
4. Only time spent in the workshop/class session is allowable for credit. Travel time, independent study time, meal and break times, etc., are not acceptable.
5. Clock hours may only be earned for time attended in class/workshops beyond paid working hours. If release time is granted to attend the workshop, clock hours may not be earned during the released time.
6. After the class/workshop is completed, the district-approved form must be submitted to the Classified Personnel Office with a certificate of attendance, registration receipt, or transcript attached to the request. The Personnel Office will return a copy of the form to the employee after it has been received and approved. All work must be completed, verified, and submitted to the Personnel Office no later than June 30<sup>th</sup> for the current school year. Clock hours must be submitted as attended within the current year (No exceptions).
7. Once earned, the clock hour enhancement pay is continuing each year and is cumulative as earned thereafter.
8. One clock hour is awarded for each hour of attendance in approved classes.
  - A. The payment schedule is:
    - i. 50 clock hours = \$75.00 per year;
    - ii. 100 clock hours = \$150.00 per year.
    - iii. 125 clock hours = \$175.00
    - iv. 150 clock hours = \$250.00
  - B. \$250.00 is the maximum allowable per year.
9. Clock Hours enhancement pay is applied to salaries once a year, on September 30th.

**LETTER OF AGREEMENT**

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THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, KENNEWICK TRANSPORTATION CHAPTER AND THE KENNEWICK SCHOOL DISTRICT #17. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXIII, SECTION 23.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The state legislature has allocated an increase in the COLA of three percent (3%) for the 2015-2016 school year, of which one point two (1.2%) is not guaranteed to continue after the 2015-2016 school year.

The state legislature has also allocated an increase in the COLA of one point eight percent (1.8%) for the 2016-2017 school year of which point six percent (.6%) is not guaranteed to continue after the 2016-2017 school year.

Therefore a total of one point eight percent (1.8%) of the COLA increase is not guaranteed beyond August 31, 2017.

Should the state not provide salary funding for the one point eight percent (1.8%) past the 2015-2017 budget session, the parties will reopen the Agreement no later than July 15, 2017. Should the parties not reach an Agreement on Schedule A wages by September 1, 2017 the wages shall be decreased by one point eight percent (1.8%).

This Letter of Agreement shall become effective on September 1, 2015, and shall remain in effect until August 31, 2016, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU Local 1948

KENNEWICK TRANSPORTATION

KENNEWICK SCHOOL DISTRICT #17

BY: \_\_\_\_\_  
Pam Kirby, Chapter President

BY: \_\_\_\_\_  
Betsy Dickinson, Classified Human Resource Mgr.

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

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



**LETTER OF AGREEMENT**

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, KENNEWICK TRANSPORTATION CHAPTER AND KENNEWICK SCHOOL DISTRICT #17. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXIII, SECTION 23.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties met and agreed to the following:

- District will pay at least fifty percent (50%) of the Health Care Authority (HCA) each year.
- To comply with 2012 Washington Laws (ESSB 5940).
  - An employee with medical insurance coverage through the district offered Qualified High Deductible Health Plan (QHDHP) can self-fund to a Health Savings Account (HSA). The amounts contributed form the pool are as follows:
    - Twenty dollars (\$20.00) Employee only
    - Forty dollars (\$40.00) Employee Spouse\Employee Child.
  - Employees who elect medical coverage must pay a minimum out of pocket premium.
  - Employees not paying any out of pocket costs would pay one percent (1%) based on the formula below:
- Plan Premium x one percent (1 %) x FTE% = minimum employee monthly out of pocket cost.
  - The dollar amount collected in the above formula would be placed into the insurance pool for out of pocket costs for employee spouse, employee children or family coverage.

This Letter of Agreement shall become effective on September 1, 2015 and shall remain in effect until August 31, 2016 and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948

KENNEWICK TRANSPORTATION  
CHAPTER

KENNEWICK SCHOOL DISTRICT #17

BY: \_\_\_\_\_  
Pam Kirby, Chapter President

BY: \_\_\_\_\_  
Betsy Dickinson, Classified Human Resource Mgr.

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

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

