

COLLECTIVE BARGAINING AGREEMENT BETWEEN

WENATCHEE SCHOOL DISTRICT NO. 246

AND

**PUBLIC SCHOOL EMPLOYEES OF
WENATCHEE BUS DRIVERS**

SEPTEMBER 1, 2022 - AUGUST 31, 2025



Public School Employees of Washington/SEIU Local 1948

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P R E A M B L E

This Agreement is made and entered into between Wenatchee School District Number 246 (hereinafter called "District") and Public School Employees of Wenatchee School District (Regular School Bus Drivers), an affiliate of Public School Employees of Washington / SEIU Local 1948 (hereinafter called "Association"), pursuant to the Public Employees Collective Bargaining Act.

The intent of both parties is to maintain a cooperative and constructive working relationship.

A R T I C L E I

R E C O G N I T I O N

Section 1.1. Association Recognition.

The District recognizes the Association as the exclusive bargaining representative of all classified employees whose job description is defined as regular school bus drivers employed by the District.

Section 1.2. Job Descriptions.

Upon request the District shall provide job descriptions to the Association for the employees that the Association represents. The District will notify the Association of any modification of content of existing positions.

Section 1.3. Substitutes.

Substitutes are employees temporarily replacing a regular school bus driver. Their rights in regard to this agreement are limited solely to Step 1 of the salary scale indicated in Appendix A.

Section 1.4. Definitions.

A. ROUTE SEGMENT

Refers to individual portions of a contracted route or temporary assignment, which have independent start and end times.

B. CONTRACTED ROUTES

1. **Regular Route** – A contracted route during the school day which consists of an AM route segment and a PM route segment.
2. **AM Preschool Route** – A contracted route after the AM route segment for morning preschool kids.
3. **Mid-day Route** – A contracted route time between the AM and PM segments of a regular route.
4. **Afters Route** – A contracted route after the regular PM route segment to take students home at the end of an after-school program.
5. **School to School Transfers** – A contracted route to take students from one school to another school for daily academics.



1
2 C. TRIP ASSIGNMENTS

- 3 1. **Shuttle Trips** – Occurs before or between regular route(s), must not interfere with temporary
4 assignments or contracted routes. Shuttle Trips consist of a pick-up at one location and drop off
5 at another location. The driver then resumes normal duties. Refer to Section 6.4. Shuttles.
6
7 2. **Roster Trips** – Can occur during or after contracted route times and on non-school days and
8 holidays. Roster Trips consist of a pick-up at one location, traveling to another location, where
9 the driver remains in the vicinity until it is time to return. Refer to Section 6.5. Roster Trips.
10
11 3. **Callback Trips** – Any work required by the district other than the normal work shift and
12 workday non-continuous with the normal work shift or workday which occurs after the last
13 contracted route of the driver’s workday. Refer to Section 6.10. Callback Pay.
14
15 4. **Emergency Trip** – Any trip (roster, shuttle, callback) that needs to be assigned with less than
16 twenty-four (24) hours’ notice on a driver’s contracted workday between 5:00 AM – 6:00 PM
17 will be posted on the trip board under the emergency trip board category. Emergency trips
18 outside of those hours will follow Section 6.7. Immediate Emergencies.
19

20 D. STANDBY AND LAYOVER TIME

- 21 1. **Standby Time** – While on a trip or in the middle of regular contracted routes the driver will
22 remain in the vicinity of the bus during non-driving time.
23
24 2. **Layover Time** – Driver is released of responsibility from transporting students by the person in
25 charge of the group.
26

27 E. OTHER (Non-trip Board)

- 28 1. **Route Time Changes** – An increase or decrease that may change a driver’s contracted route
29 time.
30
31 2. **Temporary Assignments**
32 a) Daily Work – Daily work consists of contracted Mid-days/Preschool/Afters open due to
33 illness, vacation, or other reasons.
34 b) Temporary Assigned Segment – Temporary until posted, bid on, and filled.
35 c) Subbing Contracted Routes – A contracted route or route segment that is put out for bid
36 for a temporary period.
37 d) Open Routes – New or old contracted routes that have been vacated or newly created.
38
39 3. **Intramural Sports Trips** – Assigned trip consists of elementary/middle school sport teams that
40 travel in district only.
41
42 4. **Immediate Emergency** – Any occurrence that requires an immediate action or reaction
43 (example: students waiting).
44 a) Driver’s Contracted Workday: On a workday between 5:00AM – 6:00PM. Will follow
45 Section 6.7.A Immediate Emergencies.
46 b) After Hours & Non-Workdays: Outside of 5:00AM – 6:00PM on driver contracted
47 workdays and on non-workdays. Will follow section 6.7.B Immediate Emergencies.
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ARTICLE II

RIGHTS OF EMPLOYER

Section 2.1. District Rights.

Neither this Agreement nor the act of negotiating shall be construed to be a delegation to others of the policy-making authority of the Board, which authority the Board specifically reserves unto itself. The management of the District and the direction of the work force are vested exclusively in the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the languages of this Agreement may be administered by the District in accordance with such policy or procedure as the District from time to time may determine. Management officials retain the right and obligation to determine the method, number, and kinds of personnel by which operations undertaken by employees in the unit are to be conducted. Management prerogatives shall not be deemed to exclude other Employers rights not herein specifically enumerated.

Section 2.2. Contracting.

The District shall not contract out in-district (to and from) bus runs except where there is not sufficient District equipment or District School Bus Drivers available. The Director of Transportation or designee may charter extra-curricular athletic/activity runs where there is not sufficient District equipment or District School Bus Drivers available.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1. Right to Join.

It is agreed that all employees subject to this Agreement shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.

Section 3.2. Personal Concerns.

Each employee shall have the right to bring matters of personal concern relating to employment to the attention of appropriate officials of the District, with or without the assistance of the Association representatives.

Section 3.3. Non-discrimination.

Neither the District, nor the Association shall discriminate on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of trained dog guide or service animal by a person with a disability in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This holds true for all staff and for students who are interested in participating in educational programs and/or extracurricular school activities.

Section 3.4. Harassment/Intimidation/Bullying.

The District and the Association and employees agree that harassment (including sexual harassment) bullying and intimidation, as defined by law and district policy will not be tolerated. An employee with



1 a complaint shall file a written report with the Superintendent/designee. Following an investigation by
2 the District, appropriate actions as determined by the Superintendent shall be taken.

3
4 **Section 3.5. Personnel File.**

5 An employee shall have access to their personnel file in accordance with RCW 49.12.240-260. An
6 employee shall have the right to review their personnel file by making an appointment for such
7 purpose through the Human Resources Office. A Union Representative may accompany the employee
8 to review their personnel file at the employee's request. The employee shall have the right to copy and
9 attach his/her own comments to material included in his/her personnel file and may initial and date all
10 material placed in his/her file. After seven (7) years, at the employee's request, and upon mutual
11 agreement between the employee and the Human Resources Administrator, the District may remove
12 and destroy employee's evaluation reports and any adverse materials upon which no subsequent action
13 has been taken.

14
15 **Section 3.6. Working File.**

16 Material kept in the transportation working file shall be purged when there have been no further
17 incidents of a similar nature for one (1) year following the development of the working file. No
18 paperwork shall be placed in the working file without the name of the complainant and a full
19 description of the incident. The District may give written warning to an employee if and when the
20 District deems it appropriate. A copy of the written warning shall be placed in the employee's working
21 file. A written warning shall not be considered to be a disciplinary action. An employee shall have
22 access to their working file in accordance with RCW 49.12.240-260.

23
24 **Section 3.7. Medical Files.**

25 Medical files will be kept separate and confidential in accordance with state and federal law.

26
27 **Section 3.8. Bus Driver Drug/Alcohol Testing.**

28 The District will implement Mandatory bus driver drug/alcohol testing per federal D.O.T. regulations
29 and statute. Drivers will receive pay for all time of drug/alcohol testing- Drivers shall receive pay for
30 actual time required for testing, including travel time.

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34 **ARTICLE IV**

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36 **RIGHTS OF THE ASSOCIATION**

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38 **Section 4.1. Responsibilities.**

39 The Association has the right and responsibility to represent the interests of all employees in the
40 bargaining unit; either orally or in writing; and to enter collective bargaining with the object of
41 reaching an agreement applicable to all employees within the bargaining unit.

42
43 **Section 4.2. Employee Information.**

44 The names, work assignments, salary information, and a seniority list of employees in the bargaining
45 unit will be provided to the President of the Association, upon request. It is the responsibility of the
46 employee to provide the District Payroll/HR Office and Transportation Department any name, address
47 or phone number changes.

1 **Section 4.3. Association Activities.**

2 Association activities without loss of pay, on the part of District employees, during an employee's
3 regular shift hours, on the District's premises shall be limited to the following:

- 4 A. The posting of Association notices.
5 B. The distribution of Association literature.
6 C. Attendance at negotiating meetings with the District.
7 D. Attendance at meetings with, and approved by, the District other than negotiations.
8

9 **Section 4.4. Access to Premises.**

10 The visiting representative shall notify the School District of his/her arrival and the visit will result in
11 no time loss to the District.
12

13 **Section 4.5. Bulletin Board.**

14 The District shall provide bulletin board space in Transportation for the communication of professional
15 information by the Association. The bulletins posted by the Association are the responsibility of the
16 officials of the Association. Each bulletin shall be signed by the Association official responsible for its
17 posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or
18 posting by employees or the Association other than herein provided. The responsibility for the prompt
19 removal of notices from the bulletin boards after they have served their purpose shall rest with the
20 individual who posted such notices. The director of Transportation may remove postings deemed
21 offensive or inappropriate and will notify the Union of the removal.
22

23 **Section 4.6. State Association Leave.**

24 Up to a maximum of ten (10) days of leave without pay shall be granted to the Association President or
25 his/her designee for Association business under the following provisions:

- 26 • That such leave is requested in writing to the Superintendent or designee by the employee and
27 the Association with a copy to the immediate supervisor.
28 • That the Association reimburses the District for the cost of the substitute for the absent
29 employee; if the Association reimburses the District for the cost of employee's time, the
30 employee will be paid.
31 • That the written request is made by the employee and the Association at least three (3) days
32 prior to the requested leave.
33

34 **Section 4.7. Access to New Employees of the Bargaining Unit.**

35 The Employer will provide PSE reasonable access to new employees of the bargaining unit for the
36 purposes of presenting information about PSE to the new employee. "Reasonable access" for the
37 purposes of this section means the access to the new employee occurs within ninety (90) days of the
38 employee's start date within the bargaining unit; the access is for no less than thirty (30) minutes; and
39 the access occurs during the new employee's regular work hours at the employee's regular worksite, or
40 at a location mutually agreed to by the Employer and PSE. No employee may be mandated to attend
41 the meeting or presentations by the exclusive bargaining representative.
42

43 When New Employee Orientations are scheduled, the bargaining representative will be invited to
44 attend for the purpose of presenting information about PSE to the new employees following the
45 District orientation.
46
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1 **Section 4.8. New Hire Notification.**

2 The Employer will provide PSE electronic notification of the name, address, personal phone number,
3 classification, job title, work location, and work email address of all newly hired bargaining unit
4 employees.

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7 **ARTICLE V**

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9 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

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11 **Section 5.1. Negotiate in Good Faith.**

12 The District and the Association, in accordance with the Public Employees Collective Bargaining Act
13 (RCW 41.56.010 et seq), shall meet at reasonable times to confer and negotiate in good faith with
14 respect to wages, hours and working conditions, and the establishment of grievance procedures, which
15 pertain to the District's public employees represented by the Association.

16
17 **Section 5.2. Matters of Mutual Concern.**

18 The Superintendent and/or designee(s) and the Association President and/or designee(s) will meet at
19 the request of either party to discuss appropriate matters of mutual concern. The party calling the
20 meeting shall state in writing the nature of such meeting and the subjects to be discussed at such
21 meeting, prior to the meeting.

22
23 **Section 5.3. Contract.**

24 The PSE will provide an original contract for review by both parties. Upon mutual agreement, PSE
25 will prepare the contract for signature by all parties to this Agreement. The District agrees to provide a
26 copy of this agreement on the District Website. Hardcopies of the contract will be provided to the
27 Association Officers. The District will notify the Association Membership Officer of all new hires.

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30 **ARTICLE VI**

31
32 **WORK ASSIGNMENTS**

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35 **Section 6.1. Workweek.**

36 Each regular employee shall be assigned to a definite shift and workweek. The normal workweek shall
37 consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of
38 rest; provided, however, the District may temporarily assign an employee to a workweek other than
39 herein provided under emergency conditions so long as overtime provisions of the Agreement are not
40 circumvented.

41
42 **Section 6.2. Shifts.**

43 Shifts shall be established in relation to routes and driving time requisite to fulfilling tasks assigned by
44 the Director of Transportation. All bus drivers shall receive fifty (50) minutes per day in addition to
45 actual hours of driving time for the purpose of pre/post trip checks, bus cleanup and bus warm-up. Bus
46 washing will be on an as needed basis or at the direction of the Director of Transportation (Refer to
47 Section 6.2.2. Bus Washing and Cleaning). In addition, upon prior approval, drivers that are assigned
48 to drive more than one district vehicle shall be paid for an additional twenty-five (25) minutes pre/post



1 trip time and for all additional time required. All trips other than regular daily scheduled runs shall be
2 compensated at the appropriate rate in accordance with Schedule A incorporated herein; provided that
3 bus drivers shall be subject to the provisions relative to overtime herein provided.

4
5 **Section 6.2.1. Washing of Trip Bus.**

6 Five (5) days' notice will be given to the driver of the assigned bus to wash their bus on the day
7 of or prior to a scheduled trip. If the scheduled day of washing does not coincide, the driver
8 may exchange wash times with another driver. If a bus goes out two (2) times or more per
9 week, washing the bus in preparation for the trip will be time sheeted as provided in Section
10 6.2.2.

11
12 **Section 6.2.2. Bus Washing and Cleaning.**

13 Drivers will be allowed to timesheet up to forty-five (45) minutes once a week for washing the
14 outside of their assigned buses as needed and allowed to timesheet up to thirty (30) minutes
15 twice per month for cleaning and/or washing the inside of their buses. This time will be paid at
16 the driver's regular hourly rate. Additional time may be allowed with prior approval from the
17 Director of Transportation.

18
19 **Section 6.3. Regular, Mid-Day and Contracted Assignments.**

20 **AM/PM Routes** - All new or open (vacant) regular AM/PM routes will be posted as referenced in
21 Section 11.1. and awarded on the basis of seniority as provided in Section 11.2. Minimum contracted
22 time for combined regular AM and PM routes is three (3) hours, including pre-trip and post-trip. If
23 actual driving time, including pre-trip and post-trip, is less than three (3) hours for a combined
24 contracted regular AM/PM route, the Director of Transportation reserves the right to assign other
25 duties within the Transportation Department.

26 The District agrees to attach any routes/route segments less than one (1) hour to existing routes with
27 the understanding that if they can't be attached, they will be posted as a one (1) hour minimum. When
28 attached, the added time will be given to the most senior driver in the area, dependent on load capacity,
29 availability and service to the driver's assigned school.

30 Regular contracted route time changes that increase route times, may be time sheeted for thirty (30)
31 working days after which it will be added to the driver's contracted time effective the first of the
32 following month.

33 Special Education and McKinney Vento additional hours of one (1) hour or more would be excluded
34 from posting requirements as per Section 11.1. Job Opening and may be incorporated into an existing
35 route or attached based on the same criteria as routes/route segments of less than one (1) hour.

36
37 **Section 6.3.1. Contracted Drivers Subbing on Long Term or Temporary Assignment.**

38 Drivers will have the opportunity to use their seniority to fill in for a driver that is on leave, if it
39 is known that the leave is more than ten (10) working days. This temporary assignment will be
40 posted for five (5) days. Drivers may use their seniority to bid and substitute on all routes, route
41 segments or temporary assignments that are one-quarter (1/4) hour more than their original
42 route. Will be filled with substitute driver until a contracted driver is assigned.

43
44
45 **Section 6.3.2. Bidding and Re-Bidding of Routes.**

46 1. Each March, the Chapter President or designee and the Transportation Director will meet to
47 determine if there will be a rebid prior to the start of the upcoming school year. All AM/PM

1 routes shall be out for bidding at the same time, the District shall provide routes for review
2 two (2) weeks prior to bids with a thirty (30) minute paid preview of routes. Following a
3 complete rebid, all drivers shall perform a dry run of their AM route and may timesheet up
4 to two and one half (2.5) hours.

- 5 • If the complete re-bid does not involve school boundary changes, the Transportation
6 Director and driver designee agree to meet to discuss prior to a complete re-bid
7 taking place.

- 8
- 9 2. If any driver, with the exception of the least senior driver, loses their route, this will trigger
10 a complete departmental re-bid, with a two (2) week notice and information to the drivers
11 prior to the re-bid. This will occur at any time during the year so a senior driver will not be
12 out a route. This will be for AM/PM routes only. See Article XII – Layoffs, Section 12.1
- 13
- 14 3. Once a re-bid is done, drivers will not have the opportunity to return to their previous
15 routes, as per Section 11.3. Individual Lateral Moves. Mid-day routes and Afters will be bid
16 when program information is received and finalized by Transportation.
- 17
- 18 4. If a driver resigns or gives up their route, including being terminated, this is an open route
19 and will not trigger a re-bid. Per Section 11.1. Job Opening.
- 20

21 **Section 6.4. Shuttles.**

22 A shuttle is any trip other than regularly scheduled contracted route. Shuttles do not include
23 Elementary/Middle School Intramural sports when they occur during a driver’s regular contracted
24 route. Shuttles shall be assigned by the Director of Transportation on a rotating trip board maintained
25 for that purpose. Drivers shall receive a minimum of one (1) hour pay for all shuttle trips, and
26 Elementary/Middle School Intramural sports that do not occur during any contracted route. Shuttles
27 can be posted separately as a drop off and a pickup, the most eligible senior driver that can accept both
28 the drop off and pick up will be awarded the trip. If a driver is unable to do both, the most senior driver
29 eligible will be awarded the portion they can complete. Shuttles shall be paid at each driver’s regular
30 rate. Drivers cannot give up any of their contracted time to take a shuttle. If no driver has signed up or
31 has been assigned the trip it will be reposted to give all drivers including substitute drivers an
32 opportunity to sign up for the trip.

33

34 **Section 6.5. Roster Trips.**

35 Roster trips are assigned by the Director of Transportation from a rotating roster trip board maintained
36 for that purpose. It can occur prior, during or after route times, and on non-school days and holidays.
37 Unless otherwise stated on the trip posting a Roster Trip is where the driver picks up assigned students
38 and stays in the vicinity of their destination until returning students back to school. Exceptions might
39 include a one-way roster trip to Sea-Tac Airport. If no driver has signed up or has been assigned the
40 trip it will be reposted to give substitute drivers an opportunity to sign up for the trip. Drivers will be
41 paid at the Driver’s regular rate of pay.

42

43 **Section 6.6. Regular Driver Rotating Trip Board Operation Rules.**

44 All rosters, shuttles, call-backs, and emergency trips will be governed under the Rotating Trip Board
45 Operation Rules. (Reference – intramural sports will be governed under Section 6.4 Shuttles and
46 Section 6.9 Call Back Pay.

- 1 **1. Trip Board Categories:** Each rotating roster shall be established at the beginning of each
2 school year and shall be in order of hire date. Each signed up driver is listed by seniority in
3 each of the categories (rosters, shuttles, call-backs and emergency trips) at the start of the
4 school year. If a driver wants to sign up for a category after the start of the school year, their
5 pin will be placed at the bottom of the appropriate trip category. Trip requests are arranged by
6 date and departure time in their category as they are received. Trips are posted one (1) to two
7 (2) weeks prior to the trip date when possible. Each trip is issued a post and pull date. If a trip is
8 not assigned to a contracted driver, it will be reposted with a new pull date. Each driver is
9 responsible for checking the trip postings each day and signing the desired trips. If changes
10 occur on a posted trip, or a new trip is posted, the transportation office will flag the trip. It is the
11 driver's responsibility to check all the additions and or changes that could affect them by 4:00
12 PM the day before the assignments are made.
13
- 14 **2. Multiple Bus Trips:** If not all buses are needed for the requested multiple bus trip, the last
15 number assigned to the trip will return. The driver will receive the two (2) hour minimum;
16 except for "Shuttle" shall receive a minimum of one (1) hour as referred to in Section 6.4.
17 Shuttle and their pin will be rotated to the bottom.
18
- 19 **3. Trip Assignments:** When a driver receives a trip, their name will be circled and each of the
20 other names will receive a number according to their status. The driver's pin will be turned
21 over to show the trip has been assigned to them. If the pin is already turned over, the driver will
22 receive a rubber band showing more than one (1) trip has been assigned to them. After the trip
23 is taken, the pin drops to the bottom of the rotation and turned back to the color or the rubber
24 band is removed. If a pin has more than one (1) rubber band at the conclusion of every trip
25 taken the rubber band will come off and the pin will drop to the bottom of the rotation until all
26 trips on the pin have been taken and the pin turns back to color.
27
- 28 **4. Driver No Show on Trip Day:** If a driver misses an assignment in a category, their pin will be
29 tagged and placed to the bottom for a period of ten (10) working days and will not be in the
30 normal rotation during that time. At the completion of the tenth (10th) working day the driver's
31 pin will resume rotation from the bottom of the category. The driver will be allowed to
32 complete any trips already assigned to them in other categories during this time. The penalty
33 will not apply to the other categories unless there has been a missed trip in another category.
34
- 35 **5. Trip Conflicts:** If the trip conflicts with all drivers, the trip will be assigned to buses going
36 back to the respective buildings, lessening the late arrival. Example: Salmon Festival, year-end
37 Water Slides, Music Festival, and any programs that may be exceptions to the rule. Trips are
38 assigned according to the driver's location on the rotation board and status of trips already
39 assigned to the driver.
40
- 41 If the driver shows up to the building site and the trip has been cancelled, refer to Section 6.11
42 Cancelled Trips.
43
- 44 **6. Driver Assigned Cancelled Trips:** If a driver cannot do the trip that has been assigned to
45 them and turns the trip back in, their pin will be rotated to the bottom of the category. The only
46 exception(s) for the pin to remain in position would be if the driver has a personal/family
47 emergency or illness. The trip will then be offered to the #2 driver and down the list until the

1 trip is accepted. If a driver cancels their assigned trip, they may not bid on another trip
2 scheduled for the same day.

- 3
4 **7. District Initiated Changes:** If a change comes in on an already assigned trip, the driver will
5 be asked if they want to keep the trip. If the driver denies the trip, the trip will then be offered
6 to the second driver and on down the line until it has been accepted. The original driver's pin
7 will remain in place and turned back to color.

8
9 If the driver shows up to the building site and the trip has been cancelled refer to Section 6.11.
10 Cancelled Trips. The rotating trip board operation rules will apply to non-school days. On a
11 non-school day, if a mistake occurs i.e., time and/or date with an assigned trip, the driver(s)
12 currently assigned will keep the trip if it can be completed during the non-school day time
13 period. If the trip has been rescheduled for a school day, the trip needs to be turned back in and
14 will follow normal posting/reposting and assignment protocol in this Section 6.6. Regular
15 Driver Rotating Trip Board Operation Rules. Under twenty-four (24) hours a trip will follow
16 Section 6.7 Immediate Emergencies.

- 17
18 **8. Overnight Trips:** Overnight trips will be posted when received or up to ten (10) days prior to
19 the departure date when available to do so. If the overnight trip is turned in by the assigned
20 driver, the trip will be offered to the number two (2) person signed up or continued down the
21 sign-up list until the trip is accepted.
- 22
23 **9. Trip Safety:** The Director of Transportation will make the final decision as to who will drive
24 when, in the Director of Transportation's judgment, safety or potential problems are inherent to
25 the trip. The Director of Transportation will notify, via email, the day the trip is assigned any
26 driver who is passed over as to the reason(s) for passing him/her over. The driver's pin will
27 remain in place and will not drop to the bottom of the category.
- 28
29 **10. Trading of Trips:** There shall be no trading of assigned trips unless deemed necessary by the
30 Director of Transportation.
- 31
32 **11. Emergency Trips:** Any trip (roster, shuttle, callback) that needs to be assigned with less than
33 twenty-four (24) hours' notice on a driver's contracted workday between 5:00 AM – 6:00 PM
34 will be posted on the trip board under the emergency trip board category. If there is more than
35 twenty-four (24) hours before the trip departure time on a driver's contracted workday, the trip
36 will be reposted and reassigned. Emergency trips outside those hours will follow Section 6.7
37 Immediate Emergencies.

38
39 **Section 6.7. Immediate Emergencies.**

40 Immediate emergencies are defined as any occurrence that requires an immediate action or reaction.
41 Immediate emergencies are exempt from the Emergency Trip Board category.

- 42 **A. Driver's Contracted Workday -** Immediate emergencies during the driver's contracted
43 workdays are filled at the Director's discretion, and any qualified driver may be asked or called
44 to drive in response to the immediate emergency.
- 45
46 **B. After Hours & Non-Workdays -** Immediate emergencies after hours and on non-workdays are
47 filled by the rotating After Hours Emergency list. The driver who accepts the emergency work
48 will be paid an additional \$50 per emergency.

1 **Section 6.8. Out of Town and Overnight Trip Rules.**

2 On out of town and overnight trips the following definitions will be observed:

- 3 1. For out of town and overnight trips, the Driver is required to assume responsibility for the bus,
4 or to be available for notification by the person in charge of the group being transported. The
5 driver will be compensated at their normal rate of pay according to Schedule A of this
6 Agreement.
- 7
- 8 2. For overnight trips, the Driver shall not be paid after the bus has been parked and secured
9 unless other duties are required. Driver shall be paid a minimum of eight (8) hours per day, any
10 hours beyond these eight (8) hours shall be paid at time and a half.

11

12 **Section 6.9. Reimbursement in Layover and Out of Town Situations.**

13 Reimbursement for travel expenses will be in accordance with the current District travel regulations.

14

15 **Section 6.10. Callback Pay.**

16 Drivers shall receive a minimum of two (2) hours pay at the appropriate rate for each callback. A
17 callback is defined as any work required by the District other than the normal work shift and workday,
18 noncontinuous with the normal work shift or workday and which occurs after the last contracted route
19 of the driver's workday. Noncontinuous is defined as any time beginning thirty (30) minutes or more
20 from the end of the last contracted route of the driver's workday. A callback, which occurs less than
21 thirty (30) minutes from the end of the driver's last contracted route of the day will be considered a
22 continuation of that route and shall receive a one (1) hour pay minimum.

23

24 **Section 6.11. Canceled Trips.**

25 If any scheduled trip is canceled, the District shall make every effort to notify the designated driver of
26 the cancellation. Should the driver report for work and discover the trip canceled, the driver shall
27 receive two (2) hours pay at the appropriate rate. Where cancellation possibilities are posted, drivers
28 have the responsibility to check the trip status prior to reporting for work. If any scheduled roster trip is
29 cancelled after the trip has started, the driver will receive a minimum of two (2) hours pay and their pin
30 will remain in place in the roster category. Exception: "Shuttles" shall receive a minimum of one (1)
31 hour as referred to in Section 6.4.

32

33 **Section 6.12. Summer Trips. Guidelines for Assigning Summer Trips.**

34 Drivers wishing to be assigned summer trips shall submit their names to the Director of Transportation
35 prior to the end of the school year. These names shall be assembled into a roster and listed according to
36 seniority known as the Summer Trip Seniority List.

37

38 If a driver cancels a trip due to illness or any emergency, the Director will call the summer trip roster
39 list by seniority until the trip is filled. If the Director is still unable to fill the trip, then the Director is
40 free to fill the trip by other methods of his/her choice.

41

42 **Section 6.12.1. Summer Routes.**

43 Senior drivers shall have first choice for the summer route they want. The drivers shall number
44 their choices and the Director of Transportation or designee shall ask the driver's by seniority,
45 which route they want. Routes will be out for the drivers to review at least two (2) days in
46 advance.

1 **Section 6.13. School Closure.**

2 In the event of an unusual school closure or delay due to inclement weather, plant inoperable, or the
3 like, drivers have the responsibility to make a reasonable effort to determine whether or not to report to
4 work and the District shall make a reasonable effort to notify the employees to refrain from coming to
5 work. Employees reporting to work, not having received such notification, shall receive a minimum of
6 two (2) hours pay at the appropriate rate.
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10 **ARTICLE VII**

11 **OVERTIME**

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13
14 **Section 7.1. Overtime.**

15 Employees shall be paid at time and one-half (1½) the regular hourly pay for work performed under
16 any of the following conditions, but compensation shall not be paid twice for the same hours.

- 17 A. All work performed in excess of eight (8) hours in any workday.
- 18 B. All work performed in excess of forty (40) hours in any five (5) workdays.
- 19 C. All work performed on Sunday.
- 20 D. Holidays worked will be paid at time and one-half (1½) for hours worked on a holiday
21 recognized in this bargaining agreement.
22

23 **Section 7.1.1. Overtime Approval.**

24 The Director of Transportation must pre-approve overtime. Awarded trips that put the driver into
25 overtime are excluded from this requirement.
26
27
28

29 **ARTICLE VIII**

30 **HOLIDAYS**

31
32
33 **Section 8.1. Holidays.**

34 All regular employees shall receive the following paid holidays:
35

- 36 1. Labor Day*
- 37 2. Veteran’s Day
- 38 3. Thanksgiving Day
- 39 4. Day after Thanksgiving Day
- 40 5. Christmas Eve
- 41 6. Christmas Day
- 7. New Year’s Eve
- 8. New Year’s Day
- 9. Martin Luther King Day
- 10. President’s Day
- 11. Memorial Day

42
43 *To be paid whether or not school is in session.
44

45 Employees must work or be on approved paid leave the regular day before and the regular day after the
46 above holidays to be eligible to receive pay for that day(s).
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ARTICLE IX

SICK LEAVE

Section 9.1. Illness, Injury, Medical Emergencies (Sick Leave).

Annual sick leave with compensation for illness, injury and emergencies shall be granted and accrued at a rate of ten (10) days per year. Such leave shall accrue to the employee on a monthly basis. Leave provided in this section shall accumulate up to one hundred eighty (180) days and such accumulated time may be taken at any time during the employee's work year. No more than five (5) days per contract year may be granted for emergency leave. Sick leave and emergency pay shall be paid only for periods of absence as defined below:

1. Sick Leave – An absence resulting in the employee’s mental or physical illness, injury, or health condition; to accommodate the employee’s need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition or an employee’s need for preventative medical care.
2. Family Illness – Serious illness in the immediate family. The immediate family is defined as spouse, registered domestic partner, parent, mother-in-law, father-in-law, stepparent, brother, sister, child, stepchild, grandparent, grandchild, or legal dependent.
3. The District shall allow an employee to use the employee’s accrued sick leave to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision, and/or to care for a child over the age of eighteen (18) with a serious health condition. Serious illness of a person not in the immediate family, if approved by the Superintendent or designee.

Section 9.1.1. Emergency Leave.

Circumstances beyond the control of the employee such as fire, flood, accident, etc., if approved by the Superintendent or designee. No more than five (5) days per contract year may be granted for emergency leave. Accrued sick leave or personal leave may be used to cover the emergency leave.

Section 9.2. Sick Leave Cash Out.

Any eligible employee may exercise an option to cash in unused sick leave days above an accumulation of sixty (60) days at a rate of one full day’s monetary compensation for four (4) accumulated sick leave days. At the employee's option, they can in accordance with statutory law, cash-out their unused sick days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter at a rate equal to one days monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation or any portion of leave for illness or injury accumulated at a rate in excess of one day per month. Leave for illness or injury shall accumulate from year to year up to a maximum of one hundred eighty (180) days. Such accumulated time may be taken at any time during the school year or up to twelve (12) days per year may be used for the purpose of payments for unused sick leave.

1 An eligible employee means:

- 2 A. Employees who separate from employment due to retirement or death.
- 3 B. Employees who separate from employment and who are at least age fifty-five (55) and have at
4 least ten (10) years of service in SERS 3; or
- 5 C. Employees who separate from employment and who are at least age fifty-five and have at least
6 fifteen (15) years of service in SERS 2.

7
8 **Section 9.3. Sick Leave Sharing.**

9 Employees requesting sick leave sharing must be granted approval from the Associations based on
10 criteria stated in WAC 357-31-380 through WAC 357-31-455 and RCW 41.04.650 through 41.04.670.

- 11
12 1. **Right to Donate:** Employees may donate sick leave to come to the aid of another classified
13 Wenatchee School District employee if the employee suffers from or has a relative or
14 household member suffering from an illness, injury, impairment, or physical or mental
15 condition which is of an extraordinary or sever nature which causes or is likely to cause the
16 employee to take leave without pay or terminate his or her employment.
- 17
18 2. **Minimum Accumulation:** Bargaining unit members who have accumulated more than twenty-
19 two (22) sick leave days may request that the Superintendent transfer a specified amount of
20 sick leave to another staff member authorized to receive such leave. In no event may such an
21 employee request a transfer that would result in his or her sick leave account going below the
22 twenty-two (22) days.
- 23
24 3. **Maximum Donation:** No restriction.
- 25
26 4. **Status of Leave Employees:** While an employee is on leave under this section, he or she shall
27 be classified as an employee and shall receive the same treatment in respect to salary, wages,
28 and employee benefits as the employee would normally receive if using accrued sick leave.
29 Payment of sick leave shall be in accordance with state statues, rules and regulations.

30
31 **Section 9.4. Physicians Certification.**

32 Illness in excess of three (3) consecutive workdays shall be certified by written statement from a
33 licensed physician. Physician's verification of illness may, at the District's discretion, be requested
34 from time to time for absences less than three (3) days if abuse of utilization of sick leave is indicated
35 or in accordance with State and Federal leave laws and RCW 49.46.210.

36
37 An employee returning to work after any sick leave absence may be required to provide written
38 certification from his or her health care provider that the employee is able to return to work and
39 perform the essential functions of the job with or without reasonable accommodation.

40
41 **Section 9.5. Industrial Insurance Leave and Payment.**

42 When an employee is injured on the job and is unable to perform his/her duties as a result of an on-the-
43 job injury or occupational disease or illness, and is certified off-work by a doctor, the employee may
44 elect to use leave as follows:

- 45
46 A. Choose unpaid leave, thus receiving only his/her entitled temporary total disability (TTD)
47 benefit payment from the District's industrial insurance; or



1 B. Elect to use a full day of accumulated leave (sick, annual, or other similar benefit) in addition
2 to their entitled TTD benefits; or

3
4 C. Elect to use a proportionate share of accumulated leave to make up the difference between the
5 worker's compensation payments and the employee's regular pay at the time of the injury.
6
7

8
9 **ARTICLE X**

10
11 **OTHER LEAVES**

12
13 **Section 10.1. Jury Duty.**

14 An employee shall be granted a leave of absence with pay at any time the employee is required to
15 report for jury duty or jury service. The employee is required to call his/her supervisor if selected for
16 jury duty or service. Employees are allowed to keep any compensation they receive for serving as a
17 member of a jury in addition to their regular pay as per WAC 357.31.310 and WAC 357.31.315.
18

19 **Section 10.2. Subpoena.**

20 Appearance before a court, legislative committee, or quasi-judicial body as a witness in response to a
21 subpoena or other legal directive should be approved as authorized leave with pay. When the employee
22 has been subpoenaed on the employer's behalf or the subpoena is for a legal proceeding which is
23 unrelated to the personal or financial matters of the employee.
24

25 **Section 10.3. Leave for Bereavement.**

26 In the event of a death in the immediate family of the employee, an absence of up to five (5) days per
27 occurrence shall be permitted. Compensation shall be at the employee's regular rate of pay. The
28 immediate family shall be defined as spouse, registered domestic partner, parent, mother-in-law,
29 father-in-law, stepparent, brother, sister, step sibling, child, stepchild, grandparents, grandchild, or
30 legal dependent. One (1) day of bereavement leave with pay shall be granted for aunts, uncles, nieces,
31 nephews, friends, and professional acquaintances. Bereavement leave may be granted by the District in
32 addition to the five (5) days specified above in unusual cases where extreme hardship is evident or
33 extensive travel is necessary. Extended bereavement leave shall be deducted from sick leave.
34

35 **Section 10.4. Personal Leave.**

36 The District agrees to allocate personal leave hours equivalent to two (2) days of leave with pay
37 annually in September based on contracted hours at that time. Such leave shall be applied for at least
38 one (1) week in advance, except in unusual cases, and leave must be approved by the Director. An
39 employee may carry forward the equivalent of one (1) personal leave day based on the driver's
40 contract time at the end of the school year, per year to the following year, for a maximum of the
41 equivalent of three (3) days of personal leave in any given year. No personal leave will be granted
42 during September or June or during the employee's probationary period unless it is an emergency or
43 under extenuating circumstances with prior approval from the Director. Personal leave allocations will
44 be prorated based on date of hire, and/or date of contract time change.
45

46 Supervisor's will not ask the reason for personal leave as it is assumed that the request is for a
47 personal/private matter. The District shall respond with approval or denial of such leave within forty-

1 eight (48) hours. For the purpose of this section a personal day shall be a driver's current contracted
2 hours at the time of the request.

3
4 **Section 10.5. Disability Leave.**

5 Employees who are physically unable to perform the functions of their position because of their
6 disability may be placed on disability leave. The employee shall notify their immediate supervisor and
7 the Human Resources Department at least sixty (60) calendar days, whenever possible, prior to the
8 proposed starting date of the leave. The actual starting date of the leave shall be granted by the District,
9 taking into consideration the desire of the employee and the employee's attending physician.

10 Employees granted disability leave may, at their option and at the time the leave is requested, be
11 allowed compensation for disability leave in accordance with Section 9.1. Before returning to work,
12 the employee must be certified by the employee's physician as ready and able to return. Upon
13 expiration of the disability leave the employee shall be assigned to their previous run(s) occupied
14 before the leave. Refusal to accept their previous run(s) shall terminate the employee from the District.
15 In no case, shall disability leave be granted that exceeds one (1) year.

16
17 **Section 10.6. Family Leave.**

18 Family and disability leave (including maternity leave) shall be granted in accordance with Federal and
19 State statutes.

20
21 **Section 10.7. Leave of Absence.**

22 Leave of absence without pay may be granted to an employee for good and sufficient reasons at the
23 discretion of the District. The employee shall accumulate seniority during such absence and shall be
24 reinstated to a similar position in accordance with their prior work experience upon termination of the
25 leave of absence. An employee shall be required to exhaust all appropriate paid leave prior to the
26 beginning of the leave of absence without pay. The leave of absence will not exceed twelve (12)
27 months. An employee returning to work from a leave of absence must report for work within twenty-
28 four (24) hours of the final date of the leave or be subject to termination. No holidays will be paid
29 while the employee is on an unpaid leave of absence.

30
31 **Section 10.8. Paid Family and Medical Leave.**

32 Beginning January 1, 2020 qualified employees may request paid leave through the State of
33 Washington and in accordance with state law, RCW 50A.04.

34
35 **Section 10.9. Additional Leaves.**

36 Leaves shall be unpaid unless otherwise stated or provided under district policy, state, or federal leave
37 laws.

- 38 • Domestic Violence Leave RCW 49.76.030
- 39 • Military Leave WAC 357.31.370,373
- 40 • Civic Duty Leave WAC 357.31.326
- 41 • Parental Leave WAC 357.361.460

42
43 All leave of absence requests must be requested in writing to the Human Resources Department. All
44 requests must follow district policy, state, and federal leave laws.

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ARTICLE XI

WORK FORCE CHANGES, JOB OPENINGS, PROMOTION, AND SENIORITY

Section 11.1. Job Opening.

Whenever a job opening occurs as defined in Section 6.3 Regular, Mid-day and Contracted Assignments (other than a temporary opening), a notice of opening shall be posted on the work area bulletin board for five (5) working days. Routes (AM and PM) will be posted to exclude Mid-day, Afters, Altered Routes, and Pre-School Mid-day routes. Mid-day, Afters, Altered Routes, and Pre-School Mid-day routes will be posted separately from the AM/PM route. During this period employees who wish to apply for the open position or job, including employees on lay off, may do so.

Any subsequent opening(s) created within that job classification shall be posted on the work area bulletin board for five (5) working days. If no current employee applies, then the position shall be requisitioned and posted as usual and filled from the pool of applicants.

Section 11.2. Job Selection.

Selection of an employee to a new or open position shall be made by the District and given to the most senior qualified employee.

Section 11.3. Individual Lateral Moves.

Any change in job shall be considered temporary, excluding departmental bids, for a period of five (5) working days, exclusive of holidays, from the date of the change. Within the five (5) day period, exclusive of holidays, if the District or the employee decides the employee is unsuited for the job, the employee shall revert to the employee's former assignment without prejudice.

Section 11.4. Seniority Definition.

Seniority means an employee's years of experience in this (Bus Driver) classification. Two (2) or more employees hired on the same date shall draw for seniority. Example: by names, numbers, etc. All employees hired before August 31, 2002, shall remain in their same placement on the seniority list.

Section 11.4.1. Seniority Rights.

Seniority rights shall not be lost for the following reasons:

- A. Time lost by reason of industrial accident, industrial illness, or judicial leave, but not to exceed one year.
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
- C. Time spent on other authorized leaves.

Section 11.4.2. Loss of Seniority Rights.

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

- A. Resignation.
- B. Discharge or termination.
- C. Retirement.

Suspension for cause will result in a loss of seniority at the rate of one (1) day of seniority lost for each day of suspension for cause.

1 **Section 11.5. Probationary Employees.**

2 Each new regular employee shall remain in a probationary status for a period of ninety (90) workdays;
3 exclusive of holidays following the official hire date (official hire date is defined as the employees first
4 day of work as a regular employee). During this probationary period the District may discharge such
5 employee at its discretion. At the end of the probationary period, the employee will be subject to all
6 rights and duties contained in this Agreement retroactive to the hire date. Probationary employees are
7 allowed to be on the rotating roster during their probationary period, and the Director of Transportation
8 has the right to deny an assignment to the employee.
9

10 The District shall notify PSE and the President of an extension to a probationary employee's
11 probationary period. The District shall notify the probationary employee when they are off probation.
12

13 **Section 11.6. Evaluations.**

14 Each employee's performance shall be evaluated at least once annually by administration. Each
15 supervisor shall address concerns in a timely manner throughout the year with the employee.
16 Bargaining unit members will not administer evaluations. The employee will be allowed to attach a
17 written response to the evaluation at his/her option. The response will become part of the evaluation.
18 Written responses are due to the Human Resource Office no later than ten (10) working days from the
19 date of the evaluation meeting. Evaluation meetings will be conducted in private in a manner to
20 commend performance or plan for improvement. The employee will be given a copy of his/her
21 evaluation at the time of the meeting.
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23
24

25 **ARTICLE XII**

26 **LAYOFFS**

27
28
29 **Section 12.1. Employee Status.**

30 In the event it becomes necessary to lay off employees for any reason, the employees shall be laid off
31 in the inverse order of their seniority. Employees so affected are to be placed on a re-employment list
32 maintained by the District according to layoff ranking. Such employees are to have priority in filling
33 an opening in the classification held immediately prior to layoff, except as provided in Section 11.2.
34 Names shall remain on the reemployment list for one (1) year.
35

36 **Section 12.2. Employee Reporting.**

37 Employees on layoff status shall file their address in writing with the personnel office of the District
38 and shall thereafter promptly advise the District in writing of any change in address.
39

40 **Section 12.3. Forfeit of Rights.**

41 An employee shall forfeit rights to re-employment as provided in Section 12.1., if the employee does
42 not comply with the requirements of Section 12.2., or if the employee does not respond to the offer of
43 re-employment within fifteen (15) days.
44

45 **Section 12.4. Seniority Forfeit.**

46 An employee on layoff status who rejects an offer of re-employment forfeits seniority and all other
47 accrued benefits, provided that such employee is offered a position substantially equal to that held
48 prior to layoff.

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ARTICLE XIII

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 13.1. Discipline or Discharge of Bus Drivers.

The District shall have the right to discipline or discharge an employee for just cause. Any disciplinary action or measure imposed upon an employee may be processed by a grievance through the regular grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

The Association President shall be notified of disciplinary actions of any employees in the unit. The Association may have an observer at hearings conducted by a District official arising out of a grievance and make known the Association's view concerning the case. In arriving at any disposition or settlement, neither party shall have the authority to alter this Agreement. The following actions shall be considered to be disciplinary actions. The District agrees to follow the principles of progressive discipline, except in cases of serious misconduct.

1. Oral Reprimand - With Written Confirmation
2. Written Reprimand
3. Suspension (without pay)
4. Discharge

A copy of all disciplinary actions shall be placed in the employee's personnel file.

ARTICLE XIV

INSURANCE / ANNUITIES

Section 14.1. Medical Insurance.

As of January 1, 2020, employee insurance, definitions and eligibility rules are as defined in WAC 182-30 and 182-31. Employees projected to work six hundred thirty (630) hours or more per school year (September 1 through August 31) shall be eligible to receive a District contribution for their selected benefits.

The employer agrees to provide the insurance plans, follow employee eligibility rules, and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employees Benefit Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees as per RCW 41.05.740.

Section 14.2. Liability Insurance.

The District shall provide tort liability insurance for each employee when they are performing authorized duties; provided that there is no obligation to assume any responsibility held against the employee when damages are due to the employee's negligence, violation of law or criminal act. The District will provide coverage in accordance with RCW 28A.400.360 and RCW 28A.400.370.

1 **Section 14.3. Confrontational Situations.**

2 Employees are expected to use reasonable measures in a situation involving physical threats or abuse
3 from a student. Such reasonable measures may include seeking assistance from another staff member
4 or from law enforcement officers as necessary. In keeping with the foregoing, employees may use
5 reasonable measures with a student as necessary to protect him/herself, a fellow employee, teacher,
6 administrator or another student from attack, physical abuse, or injury, or to prevent damage to District
7 property.
8

9 **Section 14.4. VEBA.**

10 Wenatchee School District will allow participation in the VEBA plan if annually voted by the
11 bargaining unit members.
12
13

14 **ARTICLE XV**

15 **EXAMS, MEETINGS, LICENSE, TRAINING**

16
17 **Section 15.1. Physical Exam.**

18 The District shall pay the full cost of physical examinations required as a condition of employment
19 which is every two (2) years. Beginning May 21, 2014, per Federal Motor Carriers Safety
20 Administration, all medical/physical exams must be conducted by a National Registry of Certified
21 Medical Examiners. Bus Drivers who regularly transport developmentally disabled students will be
22 provided Hepatitis B shots at the cost of the District. Employees who refuse to take the physical
23 examination when required shall be terminated; provided the employee has received adequate notice.
24 Such termination is not subject to the grievance procedure.
25
26

27 **Section 15.2. Physical Capabilities.**

28 Physical capability evaluations shall be as provided by WAC 392-144.
29

30 **Section 15.3. Required Trainings and Meetings.**

31 Employees required to attend training or staff meetings as designated by the Director of
32 Transportation, as a condition of employment shall be compensated for a minimum of one-half (1/2)
33 hour at their regular rate of pay. Employees who do not attend training to maintain certification in
34 required areas shall be subject to disciplinary action up to discharge, provided the employee has
35 received adequate notice. Such disciplinary action will not be subject to the grievance procedure.
36

37 **Section 15.4. Driver's License Tests.**

38 The Wenatchee School District shall pay the difference between a regular driver's license and a CDL
39 and other related school bus endorsements for regular drivers.
40

41 **Section 15.5. Staff Development.**

42 The District will reimburse employees for one-half (1/2) the tuition cost of a course from any
43 accredited college or a district approved professional development training that directly applies to the
44 employee's current job description. Reimbursement up to a maximum of four hundred fifty dollars
45 (\$450.00) per year, with the ability to carry over one year for a total of nine hundred dollars (\$900.00),
46 will depend on a recommendation from the employee's immediate supervisor and prior approval from
47 the Human Resources Office. There will be no tuition reimbursement for courses that have not been
48 pre-approved by the Human Resources Office prior to the start of the course. The District and/or

1 employee may recommend a course in which the employee should enroll. Payment will occur when the
2 employee provides a receipt and transcript or certificate showing that they have successfully completed
3 the pre-approved course. Employees shall follow the District procedure for Classified Tuition
4 Reimbursement, HRO-F00S, to receive reimbursement.

8 ARTICLE XVI

10 DUES DEDUCTION

12 **Section 16.1. Association Membership.**

13 Each employee subject to this Agreement has the right to become an Association member in good
14 standing by paying monthly dues. The District shall deduct State and Local Association dues from the
15 pay of any employee who authorizes such deduction, pursuant to RCW 41.56.110. The Association
16 shall be the custodian of record regarding employee's Association membership.

18 **Section 16.1.1. Voice Authorization/E-Signature Authorization.**

19 The District agrees to accept dues authorizations via voice authorization or by E-Signature in
20 accordance with "E-SIGN". The Association will provide a list via email of those members
21 who have authorized Association membership via voice authorization to the District. In
22 addition, the Association will provide, upon request, access for the District to the.wav (or other
23 digital format) files associated with the voice authorization. PSE will be the custodian of all
24 records related to voice/E-Signature authorizations. The Association agrees that, as the
25 custodian of the records, it has the responsibility to ensure the accuracy and safe keeping of
26 those records.

28 **Section 16.2. New Hires.**

29 At the time of hire, the District will inform the new hire of the terms and conditions of this Article.

31 **Section 16.3. District Held Harmless.**

32 The District assumes no obligation, financial or otherwise, arising out of the provisions of this Article,
33 and the Association shall indemnify and hold the District Harmless or any and all claims, grievances,
34 arbitrations, awards, suites, attachments, or other proceedings arising out of or by reason of any action
35 taken by the District for the purpose of the District's acceptance of voice and/or electronic authorization
36 of membership and/or the Association's representations regarding the existence of a valid membership
37 authorization, as well as for complying with any of the provisions of this Article of the Agreement.

41 ARTICLE XVII

43 GRIEVANCE PROCEDURE

44 Working days for the purpose of this agreement shall mean any day Monday through Friday, with the
45 exception of holidays (those recognized as a part of this agreement), weekends, spring, and winter
46 breaks.
47
48

1 **Section 17.1. Procedure.**

2 Any grievance or dispute arising between the District, the Association and/or an employee within the
3 bargaining unit with respect to the application, meaning or interpretation of this Agreement, shall be
4 resolved under this Grievance Procedure, Article XVII. Timelines shall be strictly adhered to.
5

6 **Section 17.2. Grievance Steps - Step One.**

7 The employee shall first discuss the grievance with the Director of Transportation, If the employee
8 requests, the employee may be accompanied by an Association representative at such discussion. All
9 grievances not brought to the Director of Transportation under Step One within fifteen (15) workdays
10 of the occurrence of the grievance shall be waived by the employee. The Director of Transportation
11 receiving a grievance as herein provided shall respond to the employee within fifteen (15) workdays
12 from the receipt of the grievance.
13

14 **Section 17.3. Step Two.**

15 If the grievance is not resolved to the employee's satisfaction at the completion of Step One, it shall be
16 reduced to writing and within ten (10) workdays, shall be submitted to the Director of Transportation
17 and a copy provided to the Executive Director of Human Resources and shall contain the following:
18

- 19 A. The facts on which the grievance is based.
 - 20 B. A reference to the provisions in this Agreement, which have allegedly been violated.
 - 21 C. The remedy sought.
- 22

23 The parties will have five (5) workdays from submission of the written statement of grievance to
24 resolve it. The Director of Transportation shall inform the employee and the Association in writing of
25 the disposition of the grievance. If an agreeable disposition has been made, the aggrieved party shall
26 terminate the grievance in writing within five (5) workdays.
27

28 **Section 17.4. Step Three.**

29 If the grievance is not resolved to the employee's satisfaction at the completion of Step Two, it shall be
30 submitted to the District Superintendent/or designee in writing within five (5) workdays. The District
31 Superintendent/or designee shall inform the grievant and the Association in writing of the disposition
32 of the grievance, within five (5) workdays of submission of the grievance. If an agreeable disposition is
33 made, the aggrieved party shall terminate the grievance in writing within five (5) workdays.
34

35 **Section 17.5. Step Four - Arbitration.**

36 If the grievance is not resolved to the employee's satisfaction at the completion of Step Three, the
37 employee may demand arbitration of the grievance within fifteen (15) working days. Any dispute,
38 claim or grievance arising out of or relating to the interpretation of the application of this Agreement
39 shall then be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American
40 Arbitration Association. If mutually agreed, the parties may submit to arbitration under the Expedited
41 Labor Arbitration Rules of the American Arbitration Association. The parties further agree to accept
42 the arbitrator's award as final and binding upon them.
43

44 The grievance or arbitration discussions shall take place whenever possible on school time. The
45 employer shall not discriminate against any individual employee or the Association for taking action
46 under this Article. Expenses of the arbitrator shall be borne by the loser. All other expenses shall be
47 borne by the party incurring them.
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ARTICLE XVIII

SALARIES AND EMPLOYEE COMPENSATION

Section 18.1. Compensation.

Employees shall be compensated in accordance with the provisions of the Agreement for all authorized hours worked.

Section 18.2. Salaries.

Salaries contained in Schedule A shall be for the entire term of this Agreement subject to the terms and conditions of Article XIX, Section 19.1.

Section 18.2.1. Salary Improvements.

Retro – Wage increases will be retroactive to September 1, 2022, on all contract time. Contract language and other increases will not be paid retroactively. Retro is only agreed to as long as PSE ratifies the contract by September 30, 2022.

1. Salary improvements for 2022-2023 school year shall be an increase of 10% to Step 1 on Schedule A, with increases between Steps as follows:
 - Step 2, Step 1 + 2%
 - Step 3, Step 2 + 2%
 - Step 4, Step 3 + 2%
 - Step 5, Step 4 + 3%
 - Step 6, Step 5 + 3%
 - a) Additional increases to Longevity Years of Service shall be as follows:
 - Longevity 10-14, additional twenty-five (\$.25) added for a total of fifty (\$.50) per hour above Step 6.
 - Longevity 15-19, additional twenty-five (\$.25) added for a total of seventy-five (\$.75) per hour above Step 6.
 - Longevity 20+ additional fifty (\$.50) added for a total of one dollar and twenty-five (\$1.25) per hour above Step 6.
2. Salary improvements for 2023-2024 school year shall be: Increase of 3% or IPD, whichever is greater, to Step 1 on Schedule A.
3. Salary improvements for 2024-2025 school year shall be: Increase of 3% or IPD, whichever is greater, to Step 1 on Schedule A.

Section 18.3. Increments.

Incremental steps, when applicable shall take effect provided the employee has completed the ninety (90) working days probationary period. Credit for prior experience: At the end of the probationary period, the District will determine if credit for prior work experience should be awarded. If so determined, the higher step would be retroactive to the date of hire.

Section 18.4. Rounding Time.

For purposes of calculating daily hours, all contracted routes will be combined, and the time worked shall be rounded to the applicable fifteen (15) minute segment, up or down.

1 **Section 18.5. Travel Reimbursement.**

2 Any employee required to travel from one site to another in a private vehicle during working hours
3 shall be reimbursed for such travel on a per mile basis according to the rate established for State
4 Employees as per RCW 43.03.060. On overnight trips, meals and lodging will be provided by the
5 District at the rate established by District policy.

6
7 **Section 18.6. Pay Prorated.**

8 All employees shall receive pay prorated on a twelve (12) month basis for regular contracted routes.

9
10 **Section 18.7. Direct Deposit.**

11 Employees shall be enrolled in the District's direct deposit plan. Salaries will be deposited directly to
12 each employee's bank account.

13
14 **Section 18.8. Fulfilling Responsibilities for Lower Classification.**

15 When assigned to responsibilities of a lower classification within the bargaining unit, the employee
16 shall receive their regular rate of pay.

17
18
19
20 **ARTICLE XIX**

21
22 **TERM AND SEPARABILITY OF PROVISIONS**

23
24 **Section 19.1. Term of Agreement.**

25 This Agreement shall remain in full force and effect from September 1, 2022 until August 31, 2025.

26
27 **Section 19.2. Provisions.**

28 All provisions of this Agreement shall be applicable to the entire term of this Agreement.

29
30 **Section 19.3. Openers.**

31 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
32 parties in writing.

33
34 **Section 19.4. Unlawful Provisions.**

35 If any provision of this Agreement or the application of any provision is held invalid or unlawful, the
36 remainder of this Agreement shall not be affected thereby and shall be deemed valid and enforceable.

37
38 **Section 19.5. Conflicts with Statute.**

39 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with
40 Federal, State, County or City statute or regulations promulgated pursuant there to.

41
42 **Section 19.6. Renegotiating.**

43 In the event either Sections 19.4 or 19.5 is determined to apply to any provision of the Agreement,
44 such provision shall be renegotiated.

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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
OF WASHINGTON/SEIU LOCAL 1948

WENATCHEE BUS DRIVERS CHAPTER

WENATCHEEE SCHOOL DISTRICT #246

BY: 
Laura Fox, Chapter President

BY: 
Bill Eagle, Superintendent

DATE: 9/13/22

DATE: _____

BY: 
School Board President

DATE: _____



**SCHEDULE A
WENATCHEE SCHOOL DISTRICT #246
BUS DRIVERS
SEPTEMBER 1, 2022 – AUGUST 31, 2023**

Position		Years of Service	Percent added to previous step	Hourly Rate
Bus Driver	Step 1	1		\$ 24.07
	Step 2	2	2%	\$ 24.55
	Step 3	3	2%	\$ 25.04
	Step 4	4	2%	\$ 25.54
	Step 5	5	3%	\$ 26.31
	Step 6	6	3%	\$ 27.10
	Longevity	10-14	+ \$0.50*	\$ 27.60
	Longevity	15-19	+ \$0.75*	\$ 27.85
	Longevity	20+	+ \$1.25*	\$ 28.35

*Longevity is on top of Step 6.

Certified Driver Trainer - \$2.25 added to hourly rate, during training hours.
 Driver Trainer - \$1.25 added to hourly rate, during training hours.
 Special Needs Drivers - \$1.00 added to hourly rate. **

That portion of extra trips which is in lieu of the employee's regular route segments shall be compensated at the employee's regular hourly rate of pay.

Any new hire who has been employed as a bus driver by any school district in the state of Washington shall be placed on the appropriate Years of Service as provided by statute. (RCW 28A.400.300)

**\$1.00 per hour paid while driving a route with a student who has a wheelchair, a student in a safety vest, or while driving a Castlerock route. Drivers of these routes will not receive the additional one dollar (\$1.00) per hour if they have a Bus Para on the route.

2023-2024 – Increase of 3% or IPD, whichever is greater, to Step 1 on Schedule A
 2024-2025 – Increase of 3% or IPD, whichever is greater, to Step 1 on Schedule A

Substitute Bus Drivers will be paid at no less than Years of Service/Step 1.

