

COLLECTIVE BARGAINING AGREEMENT BETWEEN

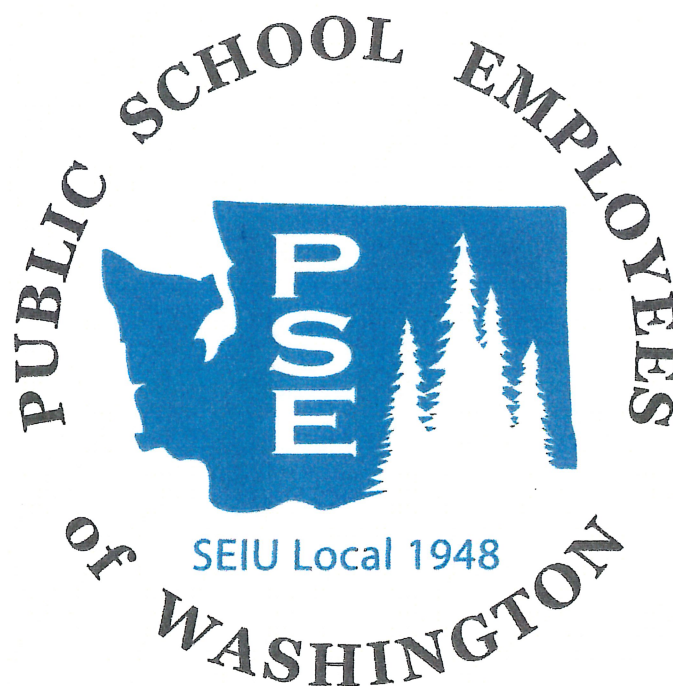
PUBLIC SCHOOL EMPLOYEES OF

LYNDEN / TRANSPORTATION #828

AND

LYNDEN SCHOOL DISTRICT #504

SEPTEMBER 1, 2020 - AUGUST 31, 2023



Public School Employees of Washington/SEIU Local 1948

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TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE I RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II RIGHTS OF THE EMPLOYER	1
ARTICLE III RIGHTS OF EMPLOYEES	2
ARTICLE IV RIGHTS OF THE ASSOCIATION	3
ARTICLE V APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	4
ARTICLE VI HOURS OF WORK	5
ARTICLE VII HOLIDAYS AND VACATIONS	11
ARTICLE VIII LEAVES	12
ARTICLE IX PROBATION, SENIORITY AND LAYOFF PROCEDURES	15
ARTICLE X DISCIPLINE AND DISCHARGE OF EMPLOYEES	17
ARTICLE XI INSURANCE AND RETIREMENT	17
ARTICLE XII ASSOCIATION MEMBERSHIP	18
ARTICLE XIII GRIEVANCE PROCEDURE	19
ARTICLE XIV SALARIES AND EMPLOYEE COMPENSATION	20
ARTICLE XV TERMS AND SEPARABILITY OF PROVISIONS	21
SIGNATURE PAGE	22
SCHEDULE A 2020-2021 MEMORANDUM OF UNDERSTANDING - Bus Driver Seniority EVALUATION	23

1
2
3
4
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6
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PREAMBLE

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

In accordance with the provisions of the Public Employees Collective Bargaining Act (Ch.41.56 RCW) 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 equally and fairly the interests of all such employees.

Section 1.2.

The District will provide the Association with a bus driver job description and such amendments, changes, and additions to the job description as they may from time to time occur.

Section 1.3.

The bargaining unit to which this Agreement is applicable shall consist of all regular transportation drivers and mechanic(s).

Section 1.3.1.

Substitute employees who work fewer than thirty (30) work days in a school year are not covered by this Agreement and are limited to Step 1 of Schedule A. Substitute employees who work thirty (30) or more work days in a school year period are limited to Step 1 of Schedule A and the grievance procedure with regard to the proper application of Schedule A.

Section 1.3.2.

Employees hired into a temporary position for a minimum of thirty (30) working days, shall be covered by all of the provisions of this Agreement and limited to Step 1 of Schedule A.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.

All management functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the District. It is expressly



1 recognized that such functions include but are not limited to the full exclusive control and direction of
2 District operations, the direction and supervision of the work force, the right to determine the extent to
3 which and the means and manner by which, the various departments thereof shall be operated or shut
4 down, or production or work force reduced or increased, and the right to hire, schedule, suspend,
5 promote, demote, transfer, discipline, release, lay off and discharge employees provided only that such
6 functions shall not be exercised contrary to any provisions contained in this Agreement.

7
8 **Section 2.2.**

9 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
10 District. In making such rules and regulations, the District shall give due regard to the rights of the
11 employees and to the obligations imposed by this Agreement.

12
13
14
15 **ARTICLE III**

16
17 **RIGHTS OF EMPLOYEES**

18
19 **Section 3.1.**

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

28
29 **Section 3.2.**

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

32
33 **Section 3.3.**

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

41
42 **Section 3.4.**

43 Employees will be given a copy of all material added to their District office personnel file at the time
44 such material is added to the file. Employees shall have the right, upon request and during regular
45 district office business hours, with a District representative present, to inspect the contents of their
46 personnel file. An employee may obtain copies of documents made available under this section.
47 Employees shall have the right to respond in writing to all additions to their personnel file. Such
48 responses shall be made a part of the file. Disciplinary material shall be removed from an employee's



1 file, at the employee's request, three (3) years after inclusion, provided that no subsequent discipline
2 for a like offense has been imposed during the intervening period. Discipline relating to actions
3 involving harassment and/or bullying shall not automatically be removed.

4
5 Employees, at their discretion, may add materials generated by a third party, which is related to their
6 work performance if agreed to by the Superintendent or Superintendent's designee. Any disputes will
7 be discussed and settled in a labor management meeting.

10 11 ARTICLE IV

12 13 RIGHTS OF THE ASSOCIATION

14 15 Section 4.1.

16 The Association has the right and responsibility to represent the interests of all employees consistent
17 with Section 1.3 of this Agreement; to present its views to the District on matters of concern, either
18 orally or in writing; to consult or to be consulted with respect to the formulation, development, and
19 implementation of labor relations matters and practices, regarding wages, hours and working
20 conditions, which are within the authority of the District; and to enter collective negotiations with the
21 object of reaching an agreement applicable to all employees within the unit.

22 23 Section 4.2.

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

26 27 Section 4.3.

28 The District will, upon request, provide lists of employees, new hires, retirements and terminations to
29 the Association's President.

30 31 Section 4.4.

32 Representatives of the Association, upon making their presence known to the District, will have access
33 to the Transportation Department premises of the District during business hours, provided that no
34 conferences or meetings between employees and Association representatives will in any way hamper
35 or obstruct the normal flow of work.

36 37 Section 4.5. Bulletin Board Space.

38 The District will provide bulletin board space at each facility where employees are assigned for the use
39 of the Association. The bulletin board size will be no larger than 40 inches by 50 inches and the
40 Association accepts the responsibility for all information posted and appearing on the space provided.

41 42 Section 4.5.1. Meeting Sites.

43 Provided the space is available, the Association shall have the right to use District buildings for
44 meetings and to transact official business, upon approval of the appropriate District official.

45 46 Section 4.6. Work Year Calendar.

47 The parties agree that the Association will have a representative on the school district calendar
48 committee.

1
2 **Section 4.7.**

3 The names, hire date, work assignments, addresses, phone number, work email address, and salary
4 information of employees in the bargaining unit will be provided no more than monthly to the
5 President of the Association upon written request. The preceding data for new employees will be
6 provided to the President of the Association at the same time that payroll information is submitted for
7 computer processing.

8
9 Upon written request, the District will provide PSE a bargaining unit list transmitted electronically,
10 listing bargaining unit employees who are hired, rehired, reinstated, transferred into or out of the
11 bargaining unit, reclassified, promoted, downgraded, placed on leaves of absence of any type, or added
12 to or deleted from the bargaining unit. This report will include each listed bargaining unit employee's
13 name, job title, work location, personnel action.

14
15 **Section 4.8.**

16 The District will provide PSE reasonable access to new employees of the bargaining unit for the
17 purposes of presenting information about PSE to the new employee. The PSE may meet with new
18 employees for this purpose for thirty (30) minutes on paid time, if the employee agrees. The District
19 and PSE will schedule this meeting at a time to minimize impact on District operations, within one (1)
20 month of the employee's start date.

21
22 The District will provide PSE at least ten (10) days' notice of the annual New Employee Orientation,
23 and within forty-eight (48) hours in advance of the orientation will provide an electronic list of
24 expected participants.

25
26 The District will provide PSE thirty (30) minutes to make a presentation during each New Employee
27 Orientation. District representatives shall not be present during PSE's presentation. PSE shall have the
28 right to distribute materials, such as PSE new hire packets, at the orientation.

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32 **ARTICLE V**

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34 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

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36 **Section 5.1. Consultation and Negotiation.**

37 It is agreed that matters appropriate for consultation and negotiation between the District and the
38 Association are policies and programs relating to or affecting wages, hours and general working
39 conditions of the employees in the bargaining unit subject to this Agreement.

40
41 **Section 5.2. New Classifications.**

42 The District agrees to advise the Association in writing of the establishment of all new classifications
43 not currently covered under this Agreement. The District further agrees to negotiate with the
44 Association all wages and hours of the new classification. The District agrees to fill the new
45 classifications according to the job bid procedure contained in this Agreement. In the event the District
46 and the Association cannot reach agreement the classification shall come under this Agreement and the
47 new classification shall receive no less than the minimum wage in this Agreement.



1 **Section 5.3. Conference Committee.**

2 The Association will designate a Conference Committee of up to three members who will meet with
3 the Superintendent and/or designee on a mutually agreeable basis to discuss the administration of this
4 Agreement.
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8 **ARTICLE VI**

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10 **HOURS OF WORK**

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12 **Section 6.1. Normal Work Week.**

13 The normal workweek will consist of five (5) consecutive days followed by two (2) consecutive days
14 of rest. For purposes of this section the first day of the week will normally be Monday.
15

16 **Section 6.1.1. Regular Daily Assignment.**

17 A regular daily assignment is defined as any driving assignment that is part of a bus drivers
18 regularly scheduled (continuous) assignment, including assignments that are for a sustained
19 period of time such as a sports season.
20

21 **Section 6.2. Rest Periods.**

22 Employees will be granted a ten (10) minute rest period for each two (2) hours of work, provided they
23 have a continuous regularly assigned shift of three (3) hours or more. In the event an employee does
24 not receive said ten (10) minute rests period, compensation shall be made for that portion of the ten
25 (10) minute rest period not received.
26

27 **Section 6.3. Shifts.**

28 Shifts will be established for employees in relation to routes, driving times, and other regular duties
29 assigned by the Transportation Supervisor, or designee. The established route times will be based on
30 time required to perform all regular duties assigned, except that in addition to all regular duties
31 assigned, each driver will receive one-half hour per day for duties associated with bus check-out,
32 fueling, warm-up, cleanup and safety. In addition, each driver shall receive two and one-half (2.5)
33 hours of regular pay per month for the purposes of washing their bus. Monthly bus washing
34 responsibilities include:
35

- 36 • Washing the outside of the bus twice;
- 37 • Cleaning all the windows on the inside at least once; and
- 38 • Washing the interior of the bus at least once, which includes keeping observable surfaces
39 (seats, floors and walls) clean.
40

41 In December, employees shall receive only one (1) hour and fifty (50) minutes of pay for the purpose
42 of washing the outside of the bus, cleaning the windows on the inside, and cleaning the inside of the
43 bus, each at least once.
44

45 In June employees shall receive four (4) hours of regular pay for the purpose of washing their bus,
46 including thoroughly washing the inside, outside and windows after school is out.
47
48



1 In the case of assignments where time is not continued straight through, drivers will be compensated
2 on the basis of a minimum of one and one-half hours for each portion of an assignment or split-shift.

3
4 Shifts will be adjusted by the Transportation Supervisor, or designee, whenever changes occur in the
5 routes, driving times or regular duties assigned. If there is less than one-half hour between runs, the
6 time for the driver will continue uninterrupted.

7
8 **Section 6.3.1. Shift Setting.**

9 The District shall have full authority to fix the starting time of the shift. Before any change
10 from the regular starting and ending time of a shift is implemented, the affected employee shall
11 receive prior notification of not less than five (5) working days, unless mutually agreed
12 otherwise.

13
14 **Section 6.3.2.**

15 The District shall schedule one mandatory meeting per month for staff collaboration and
16 development. This time may be used to fulfill waiver time.

17
18 **Section 6.4. Extra Trips.**

19 All school bus trips, other than regular daily scheduled runs or those contiguous with the normal work
20 shift, shall be known as and referred to herein as “extra trips”.

21
22 Extra trips fall into two (2) main categories, athletic trips and non-athletic trips. Athletic extra trips
23 will be assigned seasonally (fall, winter, spring) based on seniority. Sports that are not assigned to a
24 single driver or single substitute driver for a season shall be assigned to the most senior eligible driver
25 on a rotating basis. Non-athletic extra trips will be assigned the most senior eligible regular driver on a
26 rotating basis.

27
28 The Trip Board will provide such information as date, destination, start time, pick-up time and
29 approximate time for such trip. As some trips, especially athletic events, are impossible to estimate
30 accurately, the transportation supervisor, or designee, will estimate the time from information available
31 and from past experience. The approximate time will serve as a guide for drivers interested in signing
32 up for the trip. The time paid for the trip will be the time actually required, including reasonable time
33 for pre- and post-trip responsibilities, and at the time the trip is assigned, the driver shall be provided
34 with a pick-up time if the trip includes a drop-off and pick-up.

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36 Drivers who sign up for and are assigned an extra trip shall be required to drive the assigned extra trip.
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Non Athletic Extra Trips

Athletic Extra Trips

<p>The most senior eligible regular driver will be awarded the first trip on the board, the next eligible driver, the second trip on the board, and so on until a full rotation is completed. Only after a full rotation has taken place will the assignment of extra trips begin at the top of the roster.</p>	<p>Athletic trips will be awarded on a seniority basis by sports season. The most senior eligible regular driver will sign up for the first fall sport, the next eligible driver will sign up for the second fall sport, until a full rotation is complete. The same process will be used for the winter and spring sport seasons with the most senior eligible driver signing up first.</p>
<p>Scheduled extra trips will be assigned in weekly blocks until the seniority roster has made a complete rotation. A driver shall not be eligible for an extra trip if they have already exceeded the forty (40) hour work week.</p>	<p>Athletic trips are limited to one (1) sport per driver per season.</p>
<p>Trips scheduled after the weekly assignments have been made will be listed on the Short Notice Trip Board and assigned to the next available eligible driver.</p>	<p>The driver assigned to the particular sport, when possible, will drive sports trips that have been changed or rescheduled. In the event a driver cannot drive a rescheduled sports trip, it will be listed on the Short Notice Trip Board.</p>
<p>Normally, extra trips will be posted at least twenty-four (24) hours prior to the time the trip is assigned. Extra trips will be selected on Thursday by noon for the following week and drivers will be informed of the assignment the next day (Friday). Drivers who do not sign up by noon on Thursday will be considered as declining a trip. The trip board will normally be up on Wednesday for drivers to sign up.</p>	<p>Sports trip schedules will normally be available prior to the season. This will allow drivers the opportunity to review other potential conflicts before signing up for a particular sport.</p>
<p>If the District has advance knowledge that a trip will be split, this fact will be noted on the trip posting. "Come back" or "Stay" should be circled on the trip slip for the driver.</p>	<p>Split trips will be noted on sports trips when known.</p>



Non Athletic Extra Trips

Athletic Extra Trips

<p>As soon as possible, usually within forty-eight (48) hours, after the Transportation Supervisor, or designee, has determined which driver is assigned an extra trip, the District will post the extra trip sheet and circle the name of the assigned driver. The driver will also receive a confirming trip slip from the Transportation Supervisor.</p>	
<p>Turndowns of extra trips will be placed on the Short Notice Trip Board.</p>	<p>Turndowns of sports extra trips will be placed on the Short Notice Board.</p>
<p>If a driver has less than twelve (12) hours' notice and cannot take a trip or if the offered trip is less than the route time they would lose, this is considered a pass and not a turndown.</p>	
<p>After eight (8) turndowns during a school year, a driver will be ineligible for any additional non-athletic extra trips for the remainder of the school year. A driver may "pass" on a trip if the driver is on paid leave that day, or if the trip conflicts with other District duties, including sports trips. A "pass" does not constitute a turndown.</p>	<p>If a driver has two (2) turndowns during a sports season, that driver is ineligible to sign up for the next sports season. A driver may "pass" on a trip if the driver is on paid leave. A "pass" does not constitute a turndown.</p>
<p>If time required for a trip is revised one (1) hour or more after the trip is assigned to a driver, the driver will have the option of declining the trip at the time of the notification of the change with no penalty.</p>	
<p>When any trip is cancelled, the effected driver will move to the top of the rotation list at the following posting for that next posting period only.</p>	<p>Drivers need to contact the bus garage in cases where trips may be canceled due to inclement weather. If the Transportation Supervisor has not contacted the driver of the sports trip by 1:00 p.m. the day of a scheduled trip, they need to call into the bus garage to confirm the trip.</p>
<p>In the event a confirmed trip is cancelled within two (2) hours of departure, the driver involved will be compensated at a minimum of two (2) hours.</p>	<p>In the event a sports trips has been cancelled, there will be no compensation, unless the driver has reported to the school site and finds the sports trips cancelled, then the driver will be compensated at a minimum of two (2) hours.</p>

Section 6.4.1. Compensation for Extra Trips.

Drivers having extra trips will be paid in accordance with the time actually required for such trips and other normal driver duties required by the Transportation Supervisor, or designee, as part of such trips. If extra trips are not contiguous with normally assigned work shifts, with the exception of shuttles, the driver will be paid for a minimum of two (2) hours, provided that when time actually required for such trips is less than two hours the driver may be assigned to other duties related to regular work for the balance of the time.

Section 6.4.2. Extra Trips of More Than One Day.

Extra trips that exceed one (1) day in duration include an overnight stay away from a driver's home. Drivers will be paid a minimum of eight (8) hours per day for the more than one (1) day trip. These hours per day may be a combination of regular daily assignment work hours and extra trip work hours. Extra trip work hours shall be paid at a driver's normal rate of pay for driving time and standby time as appropriate. Drivers shall be subject to the provisions of overtime hereinafter provided.



1 **Section 6.4.3. Short Notice Board.**

2 Extra trip requests (including athletic trips) which arrive after the normal assignment process
3 will be assigned and posted through the Short Notice Board. Short Notice Board trips of four
4 (4) hours or more will be assigned to interested regular drivers based on seniority on the Short
5 Notice Board rotation. If a driver already accepted an extra trip, they may be assigned a Short
6 Notice Board trip that is at least two (2) hours more than their current trip, based on the driver
7 rotation posted on the Short Notice Board given the Transportation Director (or his/her
8 designee) has at least four (4) hours to reassign the vacated extra trip. A driver who
9 participates in this rotation may only exercise this option once within a full rotation cycle on
10 this Board.

11
12 Short Notice Board trips of less than four (4) hours will be assigned to interested regular drivers
13 by seniority provided the extra trip does not conflict with their regular daily assignment.
14 Drivers assigned a Short Notice Board trip, when possible, will be given at least a twenty-four
15 (24) hour advance notice.

16
17 In the event there are no interested drivers on the Short Notice Board at the time of assignment,
18 trips may be split and offered based on the seniority on the Short Notice Board rotation.

19
20 **Section 6.4.4. Shuttle Trips.**

21 A shuttle trip is defined as transporting students within the school district. Whenever possible,
22 shuttle trips will be assigned as a contiguous part of a driver's existing route and the driver will
23 be paid for time worked at the driver's regular rate of pay. If a shuttle trip is not part of a
24 driver's existing route, it will be compensated at the regular driver hourly rate of pay for a
25 minimum of one and a half (1.5) hours or the actual driving time of the trip, plus standby wait
26 time up to thirty minutes on round-trip shuttle assignments, whichever is greater. If the shuttle
27 trip time is less than one and a half (1.5) hours, the driver has the option to be compensated for
28 the actual driver time or complete work related tasks up to one and a half (1.5) hours. These
29 tasks will be normal driver duties.

30
31 If there is not a driver available, the Transportation Supervisor, or designee can assign the trip
32 in emergency situations.

33
34 **Section 6.4.5. Use of Motor Coach Charter Service.**

35 The District may utilize motor coach charter services:

- 36
37 1. to attend school related postseason athletic competition outside of WIAA District One,
38 or
39 2. to attend school related, non-athletic activities outside of Whatcom, Skagit, Island, San
40 Juan, Snohomish, and King Counties.

41
42 No buses will be chartered that would reasonably be considered the same as regular school
43 buses.

44
45 **Section 6.4.6. Extra Trip Bus Washing.**

46 Requests to wash buses used for Extra Trips shall be assigned, if approved, to interested
47 employees to fulfill paid but unworked time and then in order of seniority if the assignment will
48 not put the employee into overtime status for the week (if the driver is available in a timely way

1 before the extra trip). Drivers may sign up to perform these bus washes and requested washes
2 will be assigned by rotating seniority to drivers who have signed up. Drivers may choose to use
3 this time toward fulfilling waiver hours. Drivers who are assigned to wash an Extra Trip Bus
4 will be paid for one (1) hour twenty (20) minutes to wash the outside of the bus and inside
5 windows at their regular rate of pay. Drivers assigned to clean an Extra Trip Bus at the end of
6 the school year will be paid for four (4) hours per bus unless more time is approved by the
7 Transportation Supervisor. Any additional needed cleaning must be approved in advance by the
8 Transportation Supervisor.
9

10 Specific maintenance and cleaning needs shall be noted on a check-off sheet by the driver who
11 drives the extra trip and submitted to the Dispatcher.
12

13 **Section 6.5. Rounding Time.**

14 The total time worked per day will be computed to the next one-twelfth (1/12) of an hour.
15

16 **Section 6.6. Drivers' Work.**

17 All regular or extra scheduled bus trips of twenty-one (21) persons or more will be driven by personnel
18 hired as School Bus Drivers. The district may use vans for extra trips of twenty (20), including the
19 driver, or fewer persons. When a trip is assigned to a Bus Driver, the assigned Bus Driver will be the
20 employee used for all transportation of students during the duration of the trip. If a van is used in a
21 support role for a trip, it will not be used to transport students.
22

23 **Section 6.7. Summer Work.**

24 The District will post summer "temporary" assignments prior to the end of the regular school year or
25 as soon thereafter as they are known. Drivers interested in accepting such temporary assignments will
26 notify the Transportation Supervisor or designee, in writing, of their interest within five (5) days of
27 said posting. In filling such assignments, the District will give first priority to the most senior drivers
28 who have expressed their interest in writing. Employees shall be compensated at the hourly rate of pay
29 on Schedule A for the regular school year just completed and shall not be subject to any other terms
30 and conditions of this Agreement.
31

32 **Section 6.8. Emergency Closures.**

33 In the event of an unplanned school closure, the District will notify employees through normal
34 emergency procedures (public notification procedures). Should notice not be provided by 5:30 AM and
35 an employee reports to work, such employee will be compensated for two (2) hours work at the base
36 driver rate.
37

38 **Section 6.9. Required Additional Time.**

39 Time spent in required training courses (including first aid and in-service training) or mandatory
40 meetings, called by the supervisor of transportation, will be compensated at the employee's regular rate
41 for all drivers.
42

43 **Section 6.10. Scheduled Hours.**

44 Prior to the start of the school year the District will post at the bus garage an assignment sheet of all
45 regularly scheduled hours, and drivers shall bid in seniority order for routes.
46 On or before October 1 of each year the District will post at the bus garage an assignment sheet of all
47 regularly scheduled work hours, and drivers shall have an opportunity to rebid in seniority order for
48 routes.
49

1 **Section 6.11. Overtime.**

2 All hours paid in excess of forty (40) hours per work week will be compensated at one and one-half
3 (1-1/2) times the employee's regular hourly rate of pay. Whenever feasible, an employee designated to
4 work overtime on days outside the normal work week will be advised of the possibility no later than
5 twenty-four (24) hours prior to the end of the last shift before the overtime commences. All hours
6 worked on an employee's sixth and seventh consecutive day of work will be compensated at one and
7 one-half (1-1/2) times their regular rate of pay.

8
9 **Section 6.11.1.**

10 Employees recalled to duty for a previously unidentified assignment and following completion
11 of a regular school bus run or their regular workday shall be guaranteed a two (2) hour
12 minimum.

13
14 Employees who are called to duty for a previously unidentified assignment on Saturday,
15 Sunday, or a holiday shall be guaranteed a minimum of two (2) hours pay.

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18 **ARTICLE VII**

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20 **HOLIDAYS AND VACATIONS**

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23 **Section 7.1. Paid Holidays.**

24 Effective September 1, 2021, employees shall be granted the following holidays which fall within their
25 work calendar, pro-rated as to hours worked.

- | | | | |
|----|------------------------------------|---------------------------|-----------------------|
| 26 | 1. New Year's Day | 4. Friday of Spring Break | 7. Veterans' Day |
| 27 | 2. Martin Luther King Jr. Birthday | 5. Memorial Day | 8. Thanksgiving Day |
| 28 | 3. Presidents' Day | 6. Labor Day | 9. The Day After |
| 29 | | | Thanksgiving |
| 30 | | | 10. Christmas Day |
| 31 | | | 11. The Day Before or |
| 32 | | | After Christmas Day |
| 33 | | | |
| 34 | | | |

35 Effective September 1, 2022, employees shall be granted the following holidays which fall within their
36 work calendar, pro-rated as to hours worked.

- | | | | |
|----|---------------------------|---------------------|------------------------|
| 37 | 1. New Year's Day | 5. Memorial Day | 9. The Day After |
| 38 | | | Thanksgiving |
| 39 | 2. Martin Luther King | 6. Labor Day | 10. Christmas Day |
| 40 | Jr. Birthday | | |
| 41 | 3. Presidents' Day | 7. Veterans' Day | 11. The Day Before or |
| 42 | | | After Christmas Day |
| 43 | | | 12. New Year's Eve Day |
| 44 | 4. Friday of Spring Break | 8. Thanksgiving Day | |
| 45 | | | |

46 **Section 7.1.1.**

47 Eligible employees will receive pay equal to their normal workday at the appropriate rate in
48 effect at the time the holiday occurs.



1
2 **Section 7.2.**

3 If an employee is required to work on any of the above named holidays, she/he shall be paid at the rate
4 of double time.
5

6 **Section 7.3. Vacation for the Mechanic.**

7 All full year (12 month) employees shall receive vacation which is earned and vested on a pro rata
8 monthly basis (by the number of months worked prorated to twelve (12) months) and may be used
9 when earned. The mechanics shall be allowed to cash-out up to five (5) days vacation annually at the
10 current rate of pay. The mechanics shall notify the District of his/her desire to cash out unused
11 vacation days prior to August each year. Employees shall accrue but shall not be eligible to use
12 vacation leave until the probation period is satisfied as defined in Article IX, Section 9.2. Year round,
13 but less than full time employees, will have their vacation calculated according to their FTE.
14

15 **Section 7.3.1.**

16 The vacation credit to which an employee shall be entitled shall be computed in accordance
17 with the following rules:
18

<u>Years of Service</u>	<u>Vacation Days Earned</u>
1 through 5	10 days
6 through 10	12 days
11 through 15	14 days
16 through 20	16 days
21 through 25	18 days
26 and beyond	20 days*

26
27 **Section 7.3.2.**

28 Time on authorized leave of absence will be counted as continuous service for the purpose of
29 establishing and retaining eligibility dates.
30

31 **Section 7.3.3.**

32 Up to thirty (30) days of earned vacation may be carried over month to month. Denial of an
33 employee's request to take accrued vacation automatically extends the accrual period for the
34 requested vacation for an additional month. No employee shall be denied accrued vacation
35 benefits due to District employment needs.
36
37
38

39 **ARTICLE VIII**

40
41 **LEAVES**
42

43 **Section 8.1. Illness, Injury, and Emergency Leave.**

44 All employees shall be entitled to illness, injury and emergency leave with pay of twelve (12) days per
45 year. A grant of sick leave of more than five (5) consecutive days shall be verified by written statement
46 from a licensed medical practitioner if so requested by the Superintendent.
47
48



1 An "emergency" is an unforeseen event which requires the employee to be absent from employment or
2 a situation which could have been foreseen but for which preplanning would have been of little or no
3 consequence.

4
5 Employees shall give at least two (2) days prior notice to their supervisor of their intent to utilize a
6 personal day.

7
8 An employee who exhausts her/his accrued sick leave balance may apply for an unpaid leave of
9 absence per Section 8.7 below.

10
11 **Section 8.1.1. Labor and Industries Leave.**

12 An employee shall be granted leave for the recovery from an on the job injury. The leave shall
13 extend until the employee is released by his/her health care provider for full duty. Upon return
14 from leave the employee shall be placed in the position last held, or in a similar position with
15 the same rate of pay and shift. If the projected return to work date is modified by the health care
16 provider, the employee is responsible to provide the District with this information. The District
17 agrees to maintain the employee's health insurance benefits as long as the employee continues
18 to be paid on a regular, periodic basis through the District's payroll system.

19
20 If an employee applies for industrial insurance compensation and the claim is then or later
21 denied, Illness, Injury and Emergency Leave may be used for the absence of the employee.

22
23 When receiving worker's compensation benefits, the employee has a right to elect one of the
24 following options:

- 25
- prorate his/her Illness, Injury and Emergency Leave for full compensation,
 - take a full day of appropriate accrued leave benefits in addition to the worker's
26 compensation benefits for each day off work, or
 - receive industrial insurance compensation (time loss) only.
- 27
28
29

30 Employees are encouraged to discuss the above methods with the payroll office prior to making
31 a decision on the method used.

32
33 **Section 8.2. Leave Accrual.**

34 Beginning each September 1, all employees will be allowed to draw their annual sick leave of twelve
35 (12) days. This allowance shall be in addition to the unused balance brought forward from the
36 previous year, provided the total shall not exceed one hundred and eighty (180) days.

37
38 **Section 8.3. Annual Conversion of Accumulated Illness, Injury and Emergency Leave.**

39 Each January, any employee who at the end of the immediately previous calendar year shall have
40 accumulated in excess of 480 hours of unused Illness, Injury and Emergency Leave may elect to
41 convert such unused leave earned the previous year in excess of 480 hours to monetary compensation,
42 either paid directly to the employee or paid to a VEBA health care expense account, depending on
43 eligibility and the Association's annual determination, at the rate of twenty-five (25%) percent of the
44 employee's current, full-time hourly rate of compensation for each full hour of such eligible leave.
45 Any such election shall be made by written notice to the Superintendent during the month of January.
46 Any such annual conversion of accumulated Illness, Injury and Emergency Leave shall be subject to
47 the terms and limitations of law.

1 **Section 8.4. Conversion of Illness, Injury and Emergency Leave Upon Separation, Retirement or**
2 **Death.**

3 Any eligible employee who hereafter shall separate, retire or who shall die while employed by the
4 District may elect (either personally or by his/her personal representative, as appropriate) to convert
5 accumulated, unused Illness, Injury and Emergency Leave days to monetary compensation at the rate
6 of twenty-five (25%) percent of the employee's full-time daily rate of compensation at the time of
7 termination from employment for each full day of such eligible leave. Any such conversion of Illness,
8 Injury and Emergency Leave upon retirement or death shall be subject to the terms and limitations of
9 law. Employees shall either be paid directly, or their leave conversion compensation shall be paid to a
10 VEBA health care expense account, depending on eligibility and the Association's annual
11 determination.

12
13 **Section 8.5. Bereavement Leave.**

14 Each employee shall be entitled to five (5) days with pay upon a death in the immediate family, which
15 is defined as father, mother, spouse, son, daughter, grandparents, grandchildren, son-in-law, daughter-
16 in-law, step-children, or significant other. Up to three (3) days of leave with pay will be granted upon
17 the death of a mother-in-law, father-in-law, brother or sister. One (1) day of leave with pay will be
18 granted upon the death of an uncle, aunt, cousin or close friend.

19
20 With approval of the Superintendent, additional days may be granted to extend the grieving process.
21 The Superintendent's decision is final and may not be appealed or grieved. The additional days would
22 be deducted from the employee's sick leave account. The employee may opt to take the additional
23 days as "unpaid" if that is their choice.

24
25 Additional leave may be taken if the employee qualifies under disability leave.

26
27 It is mutually agreed and understood by the parties that if another bargaining group within the Lynden
28 School District should bargain bereavement benefits greater than those provided in this agreement,
29 such additional benefits will be provided to those individuals covered by this agreement.

30
31 **Section 8.6. Personal Leave.**

32 An employee may take three (3) paid days per year determined by the employee as personal days. No
33 more than two (2) employees per work site may utilize personal leave on any given day, unless an
34 adequate number of substitutes are available. The personal day may not be used to extend a holiday or
35 vacation period, unless approved by the building administrator.

36
37 **Section 8.7. Other Leaves.**

38 Leaves of absence of up to one (1) year without pay may be granted employees. A written notice
39 request must be given to the Superintendent by April 1 (unless the leave is due to an unplanned
40 circumstance) for the subsequent school year. Upon return from an approved leave, the employee shall
41 be placed in the position last held or in a similar position in the District. The employee may request an
42 extension of such leave for up to one (1) additional year. This request shall be made in writing to the
43 Superintendent by April 1 for the following school year.

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

1 **Section 8.8. Judicial Leave.**

2 In the event an employee is summoned to serve as a juror, such employee shall receive a normal day's
3 pay for each day of required presence. Documentation from the court system verifying participation as
4 a juror is required and must be attached to the employee's monthly payroll advice form. If a driver is
5 released from their jury duty service by twelve o'clock (12:00) pm, they are to contact the
6 transportation office immediately and return to the workplace to drive their regular afternoon route.
7
8
9

10 **ARTICLE IX**

11 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

12 **Section 9.1.**

13 Seniority shall be defined as the employee's last beginning date of continuous employment. School
14 term employees shall be deemed as full time employees for purposes of seniority.
15
16

17 Seniority shall be the first consideration in all matters relating to job promotion, filling of any
18 vacancies, overtime, and layoff/rehire as specified in Section 9.9.
19
20

21 **Section 9.1.1.**

22 In the event that two (2) or more employees have the same hire date, seniority shall be
23 determined by lot.
24

25 **Section 9.2.**

26 All new hires shall remain in a probationary status for a period of not more than ninety (90) working
27 days following their date of hire. A probationary employee shall receive a formal evaluation between
28 the sixtieth (60th) and the ninetieth (90th) working days of employment. The completed, written
29 evaluation will be given to the probationary employee at least two (2) work days prior to the evaluation
30 meeting with the supervisor. The employee shall be offered the opportunity to have a steward present
31 at the evaluation meeting. During this probationary period, the District may terminate the employee at
32 its sole discretion.
33

34 **Section 9.3. Evaluation Procedure.**

35 Regular employees shall be formally evaluated annually by their immediate supervisor. Supervisors
36 shall use the Performance Appraisal Form which is attached to the Agreement as an Appendix.
37

38 All evaluations shall be discussed with the employee. A copy of the evaluation shall be given to the
39 employee and the evaluation shall be placed in the employee's personnel file. Within ten (10) working
40 days of receipt of the evaluation, the employee may attach his own comments to the evaluation. These
41 comments will become a permanent part of the evaluation.
42

43 In the event that an employee receives an evaluation which contains a rating of "Needs Improvement"
44 or "Unsatisfactory" the evaluator, after consultation with the employee, shall develop a written plan to
45 improve the employee's performance in the deficient areas. Prior to October 1 of the subsequent
46 school year, the evaluator and employee must meet to review and implement the improvement plan.
47



1 **Section 9.4.**

2 Seniority shall be the first consideration when job openings occur. All positions will be posted at the
3 bus garage at least five (5) working days prior to being permanently filled and will include details of
4 the assignment length. Employees of the District shall be considered first by the District for all job
5 openings.

6
7 An exception to this procedure is in providing transportation for Homeless Children as defined in the
8 McKinney-Vento Act. This student transportation need is highly sporadic and unpredictable regarding
9 routes and length of need. A route to transport students who are classified as homeless will be posted at
10 the bus garage for five (5) working days prior to being filled when it has been in operation for a period
11 of fifteen (15) days. This job posting will always include the phrase "*Longevity of this route is for an
12 undetermined amount of time and is solely dependent on the transportation needs of the student(s) on
13 this route.*"

14
15 **Section 9.5.**

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

- 17
18 A. Resignation;
19 B. Discharge for any reason, unless the discharge is rescinded or overturned;
20 C. Retirement.

21
22 **Section 9.6.**

23 Seniority rights will not be lost for the following reasons:

- 24
25 A. Time lost by reason of industrial accident, industrial illness, or judicial leave;
26 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
27 United States;
28 C. Time spent on other approved leaves;
29 D. Time spent in layoff status as hereinafter provided.

30
31 **Section 9.7.**

32 Drivers will be assigned regular bus routes, not to exceed forty (40) hours per week. Changes in daily
33 assignments will be made as necessary for efficient operation. If a senior driver's regular assignment
34 decreases by a total of fifteen (15) minutes per day or more relative to a driver's junior in seniority for
35 fifteen (15) school days, the affected senior driver shall be provided the opportunity to "bump". The
36 junior driver that is "bumped" shall be notified in writing allowing five (5) days prior to this action,
37 unless mutually agreed upon by the drivers involved and the Transportation Supervisor.

38
39 **Section 9.7.1.**

40 Regular daily assignments that are increased by one-half (1/2) hour or more during the school
41 year, shall be posted as provided in Section 9.4 and shall be subject to bidding rights.

42
43 **Section 9.8.**

44 When a regular assignment is temporarily available for a period in excess of twenty (20) consecutive
45 working days, such assignment shall be offered on a seniority basis. When the regular driver returns
46 from the temporary absence, the driver filling the position will be returned to her/his regular route.
47 This provision may be utilized by one (1) driver per temporary vacancy.



1 **Section 9.9.**

2 Employees laid off as the result of reduction in force will be placed on a reemployment list according
3 to seniority and will have priority (subject to the provisions of Section 9.4) in the filling of an opening.
4 This list shall be in effect from the date of layoff for a period of eighteen (18) months.
5

6 **Section 9.10.**

7 Employees on layoff status are responsible to ensure that the Personnel Office has their current contact
8 information.
9

10 **Section 9.11.**

11 An employee on lay-off status who is offered reemployment has five (5) working days to accept the
12 position offered and must report for work within eleven (11) working days from date of offer.
13

14 **Section 9.12.**

15 Should an employee under this section decline a position for which qualified that totals at least 75% of
16 their last held, regular work schedule, he/she will be removed from the reemployment list and forfeits
17 further special consideration other than that given all applicants.
18
19
20

21 **ARTICLE X**

22 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**
23
24

25 **Section 10.1.**

26 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue
27 of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.
28 If the District has reason to reprimand an employee, it shall be done in a manner which will not
29 embarrass the employee before other employees or the public.
30

31 **Section 10.2.**

32 Except in extraordinary cases, the District will give an employee two (2) weeks notice of intention to
33 layoff and one (1) week notice of intention to discharge. The employee will give the District two (2)
34 weeks notice of intention to resign.
35
36
37

38 **ARTICLE XI**

39 **INSURANCE AND RETIREMENT**
40
41

42 **Section 11.1. School Employee Benefits Board (SEBB).**

43 Beginning January 1, 2020, and each year thereafter, the employer agrees to provide the insurance
44 plans, follow employee eligibility rules and provide funding for all bargaining unit members and their
45 dependents as required by State law, the State Operating Budget, and the School Employees' Benefits'
46 Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible
47 employees. The employer agrees to provide timely information about SEBB insurance plans to eligible
48 employees.



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Section 11.2.

The employer agrees to follow SEBB eligibility rules for employees who are anticipated to work 630 hours or more per school year.

Section 11.3.

Since State law and SEBB do not provide these optional insurance plans, the employer agrees to provide all eligible employees access to VEBA (Voluntary Employees Benefits Association). The District will contribute \$60 per month to such VEBA accounts for each employee represented by the Association, beginning September 1, 2021.

Section 11.4.

In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees' Retirement System, the District will comply with applicable laws and regulations.

Section 11.5.

District shall provide tort liability coverage for all employees subject to this Agreement while engaged in employment duties.

ARTICLE XII

ASSOCIATION MEMBERSHIP

Section 12.1.

All employees subject to this agreement may choose to join the Association. The parties agree that neither will discriminate, retaliate, coerce, or interfere with any employee in that process.

Section 12.2. Checkoff.

Public School Employees of Washington (PSE) will be the custodian of records related to dues authorizations. PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe-keeping of those records. The parties further agree PSE will establish the procedure that clearly outlines the membership process, which will be provided to the District within the first thirty (30) work days of each school year. The District shall deduct PSE dues, Association dues, assessments, or service charges from the pay of any employee who authorizes such deductions pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of Public School Employees of Washington except for Association dues, which shall be transmitted to the Association Treasurer, on a monthly basis. The employee may revoke the request at any time. The Association will notify employees at least annually of the conditions under which they may revoke their dues authorization.

Section 12.3. COPE – Political Action Committee.

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a check separate from the Union dues transmittal check. Section 12.5 of the Collective Bargaining



1 Agreement shall apply to these deductions. The employee may revoke the request at any time. At
2 least annually, the employee shall be notified about the right to revoke the request.

3
4 **Section 12.4. Hold Harmless.**

5 The Association will indemnify, defend and hold the District harmless against any claims, suits, orders
6 and/or judgments against the District on account of any check-off of Association dues or voluntary
7 political contributions.

8
9
10
11 **ARTICLE XIII**

12
13 **GRIEVANCE PROCEDURE**

14
15 **Section 13.1. Step 1. Immediate Supervisor.**

16 All differences in connection with this Agreement shall first be discussed with the immediate
17 supervisor involved. Grievances not raised within twenty (20) working days of occurrence or within
18 twenty (20) working days of the time when the facts giving rise to the grievance should have been
19 known to the employee, will not be subject to the grievance procedure. From the date notified, the
20 immediate supervisor will have five (5) working days to resolve the grievance.

21
22 **Section 13.2. Step 2. Superintendent.**

23 If the matter cannot be resolved at Step 1, or if the immediate supervisor does not respond within five
24 (5) days after meeting with the employee, the grievance will be put in writing specifying the precise
25 section of the Agreement allegedly violated, the facts giving rise to the grievance and the reason(s) the
26 immediate supervisor's resolution was not accepted as satisfactory. The affected employee and a
27 representative of the Association shall meet with the Superintendent or designee within ten (10)
28 working days after receiving the response at Step 1 or at a mutually agreeable time. The
29 Superintendent or designee will respond in writing within five (5) working days of this meeting.

30
31 **Section 13.3. Step 3. School Board.**

32 If the matter is not settled at Step 2, it shall be taken to the School Board at its next regularly scheduled
33 meeting, providing the grievant has at least five (5) work days to prepare his/her appeal. The Board
34 will respond in writing within ten (10) working days of the Board meeting in which the grievance
35 appeal was considered.

36
37 **Section 13.4. Step 4. Arbitration.**

38 If the matter is not settled at Step 3, the Association, within fifteen (15) working days from receipt of
39 the School Board's response, may request a list of seven (7) arbitrators who hear cases in Washington
40 and who reside in either Oregon or Washington from the American Arbitration Association. Upon
41 receipt of the list, the parties shall determine the first "strike" (elimination from the list) of an arbitrator
42 by coin toss and rotate thereafter. The person whose name remains at the end of the "striking" process
43 shall be the arbitrator selected to consider the employee's grievance. Alternately, the parties may
44 mutually agree on an arbitrator. The arbitrator's decision shall be final and binding on all parties.



1 **Section 13.5. Arbitration Costs.**

2 Each party shall bear one-half (1/2) of the arbitrator's fee and any other expenses jointly incurred by
3 mutual agreement incidental to the arbitration hearing. All other expenses, including attorney fees,
4 shall be borne by the party incurring them and neither party shall be responsible for the expense of
5 witnesses called by the other party.
6

7 **Section 13.6. Arbitrator's Jurisdiction.**

8 Arbitration shall be limited to issue(s) involving the interpretation or application of the specific terms
9 of this Agreement and the Arbitrator shall have no power to add to, modify, or otherwise alter this
10 Agreement.
11

12
13 **ARTICLE XIV**

14
15 **SALARIES AND EMPLOYEE COMPENSATION**

16
17 **Section 14.1.**

18 Employees will be compensated in accordance with the provisions of this Agreement for all hours
19 worked. Salaries for employees subject to this Agreement, during the term of this Agreement, are
20 contained in Schedule A attached hereto and by this reference, incorporated herein.
21

22 **Section 14.2.**

23 Retroactive pay, where applicable, shall be paid on the first regular payday following execution of an
24 agreement if possible, and in any case, not later than the second regular payday.
25

26 **Section 14.3. Overpayment/Underpayment.**

27 District errors in payment of wages will be corrected in the next regular pay period, with the following
28 exceptions:
29

30 Underpayments greater than one hundred dollars (\$100) will have a draw check issued as soon as
31 possible after the error is discovered, when waiting until the following pay period will create a
32 hardship on the employee.
33

34 Overpayments greater than one hundred dollars (\$100) will have the deduction divided over a number
35 of months to be agreed upon not to extend beyond August 31. The employee may petition the
36 Superintendent or his/her designee for a repayment extension past August 31 in unusual circumstances.
37

38 **Section 14.4.**

39 Employees required to drive personal vehicles from one site to another in the course of their regular
40 work will receive mileage reimbursement at the adopted District rate.
41

42 **Section 14.5.**

43 Employees required to remain overnight on District assignment will be reimbursed for actual room and
44 board expenditures in accordance with Board Policies 6213 and 6213P. The District will provide for,
45 upon request, funds for out of pocket expenses for the cost of parking, ferry fees, etc.
46
47
48



1 **Section 14.6.**

2 The District will fully fund required CDL physicals (not to exceed one per year) at a District specified
3 medical provider. Employees who choose to utilize their own physician will be reimbursed for actual
4 costs not to exceed that charged by the District's specified provider.
5
6
7

8 **ARTICLE XV**

9 **TERMS AND SEPARABILITY OF PROVISIONS**
10

11
12 **Section 15.1.**

13 The term of this Agreement shall be September 1, 2020 to August 31, 2023.
14

15 **Section 15.2.**

16 All provisions of this Agreement shall be applicable to the entire term of this Agreement
17 notwithstanding its execution date, except as provided in the following section.
18

19 **Section 15.3.**

20 The inflationary adjustment designated by the state legislature shall be added to the salary for every
21 category and employee, as will any other employee wage adjustments passed by the legislature, if any.
22 If classified employee inflationary or wage adjustments are provided by the state in years when the
23 agreement provides for an across-the-board salary increase, employees shall receive whichever
24 percentage increase is larger, not both. See Schedule A for salary schedule. Effective September 1,
25 2021, all wages on Schedule A will increase by 6%. Effective September 1, 2022, all wages on
26 Schedule A will increase by 5%.
27

28 **Section 15.4.**

29 Any clause in this Agreement that is in conflict with Federal or State law in existence now or any law
30 or laws that may hereinafter be passed by regular constitutional authorities shall be amended to
31 conform to such law.
32

33 **Section 15.5.**

34 Any differences in administering this Agreement shall be subject to the grievance procedure.
35

36 **Section 15.6.**

37 In the event of financial crisis, the parties shall meet to discuss the impact on the bargaining unit.
38 Financial crisis is defined as a levy failure, a substantial drop in state or federal funds or a drop in
39 student enrollment.
40

41 **Section 15.7.**

42 The parties agree that the current work year for Bus Drivers consists of 180 days. The District and
43 Association agree to reopen this issue if the District proposes to change the number of contracted days
44 for Bus Drivers.
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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

FOR PUBLIC SCHOOL EMPLOYEES
OF LYNDEN/TRANSPORTATION

FOR LYNDEN SCHOOL DISTRICT #504

BY: Carol Smith
Carol Smith, Chapter President

BY: Jim Frey
Jim Frey, Superintendent

DATE: 10/16/2020

DATE: 10.24.20



SCHEDULE A
 LYNDEN SCHOOL DISTRICT - TRANSPORTATION
 SEPTEMBER 1, 2020 – AUGUST 31, 2021

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Transportation Personnel - PSE	Base Year & Sub Rate	Year 2-5	Year 6-9	Year 10-14	Year 15-20	Year 21-25	Year 26+
Bus Driver	\$22.93	\$23.74	\$24.57	\$25.40	\$26.24	\$27.08	\$27.96

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	Base Year & Sub Rate	Year 2	Year 3-5	Year 6-9	Year 10-14	Year 15
Mechanic	\$26.58	\$27.64	\$28.75	\$29.90	\$31.09	\$32.34



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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, LYNDEN/TRANSPORTATION AND THE LYNDEN SCHOOL DISTRICT #504. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVI, SECTION 16.2. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT

The parties mutually agree that the following is the order of seniority for the three bus drivers who were all hired on August 27, 1992.

1. Howell, Elaine A
2. Reilly, Earlene E
3. Kats, Teresa S

This Memorandum of Understanding shall become effective upon signature of both parties; shall remain in effect until August 31, 2023; and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES OF
LYNDEN/TRANSPORTATION #828

LYNDEN SCHOOL DISTRICT #504

BY: Carol Smith
Carol Smith, Chapter President

BY: Jim Frey
Jim Frey, Superintendent

DATE: 10/18/2020

DATE: 10.24.20



Name: _____

Date: _____

School: _____

School Year: _____

Regular

Temp/Sub Bus Driver

Other

MEETS REQUIREMENTS (MR): Consistently accomplishes assigned tasks

NEEDS IMPORVEMENT (NI) Inconsistently accomplishes assigned tasks

UNSATISFACTORY (UN): Not meeting requirements of assigned tasks

NOT APPLICABLE (NA)

Performs complete pre/post trip inspection, per WAC 392-145-041

MR NI UN NA

Appropriate use of special needs equipment (wheelchair/straps, safety vest, car/booster seat, harness, w/c ramp

MR NI UN NA

Proper use of seat belt

MR NI UN NA

Demonstrates appropriate 2-way radio communication

MR NI UN NA

Knows and obeys local, state and federal rules, regulations, ordinances and laws regarding school bus operation

MR NI UN NA

Can use 8-way lights, hazard lights, mirrors correctly

MR NI UN NA

Loading/unloading procedures

MR NI UN NA

Takes care of equipment (interior/exterior of bus cleanliness – floors, seats, windows, dash

MR NI UN NA

Courteous, safe driving practices

MR NI UN NA

Demonstrates correct railroad crossing procedure

MR NI UN NA

Demonstrates correct lane, speed control, including turns

MR NI UN NA

Student safety rules on the bus

MR NI UN NA

Student rapport

MR NI UN NA

Student discipline (warning, write up, principal, parents)

MR NI UN NA

Driver follows through with parent courtesy letter an phone calls

MR NI UN NA

Training requirements

MR NI UN NA

Attendance at driver meetings

MR NI UN NA

Attendance

MR NI UN NA

Appearance (District dress code, foot wear, ID Badge, cleanliness neatness)

MR NI UN NA

Comes to work prepared and on time

MR NI UN NA

Completes route within given time frame

MR NI UN NA

Completes log sheets correctly daily

MR NI UN NA

Name: _____

Date: _____

Timesheet Completion

MR NI UN NA

Maintains updated and accurate route sheets

MR NI UN NA

Demonstrates courtesy and cooperation to public, students and staff

MR NI UN NA

Dependable/responsible

MR NI UN NA

Overall attitude (enthusiastic, interested in work)

MR NI UN NA

Problem solving ability

MR NI UN NA

CREDENTIALS CDL _____ First Aid _____ DOT Physical _____

PREVENTABLE ACCIDENTS: _____ **HOURS MISSED:** _____ MR NI UN NA

COMMENTS:

I have read this evaluation and have discussed it with my supervisor.

Employee Signature: _____

Date: _____

Supervisor's Signature: _____

Date: _____