

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**PUBLIC SCHOOL EMPLOYEES OF
LYNDEN / TRANSPORTATION #828**

AND

LYNDEN SCHOOL DISTRICT #504

SEPTEMBER 1, 2023 - AUGUST 31, 2026



Public School Employees of Washington/SEIU Local 1948

P. O. Box 798

Auburn, Washington 98071-0798

1.866.820.5652

www.pseclassified.org

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	14
ARTICLE X DISCIPLINE AND DISCHARGE OF EMPLOYEES	16
ARTICLE XI INSURANCE AND RETIREMENT	17
ARTICLE XII ASSOCIATION MEMBERSHIP	18
ARTICLE XIII GRIEVANCE PROCEDURE	18
ARTICLE XIV SALARIES AND EMPLOYEE COMPENSATION	19
ARTICLE XV TERMS AND SEPARABILITY OF PROVISIONS	20
SIGNATURE PAGE	22
SCHEDULE A 2023-2024	
EVALUATION FORMS	

1 PREAMBLE

2
3
4 This Agreement is made and entered into between Lynden School District (hereinafter "District" or
5 "Employer") and the Public School Employees of Lynden/Transportation (PSEL/T), an affiliate of the
6 Public School Employees of Washington (hereinafter "Association").

7
8 In accordance with the provisions of the Public Employees Collective Bargaining Act (Ch.41.56 RCW)
9 and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained
10 therein, the parties agree as follows:

11
12
13
14 ARTICLE I

15
16 RECOGNITION AND COVERAGE OF AGREEMENT

17
18 Section 1.1.

19 The District hereby recognizes the Association as the exclusive representative of all employees in the
20 bargaining unit described in Section 1.3, and the Association recognizes the responsibility of
21 representing equally and fairly the interests of all such employees.

22
23 Section 1.2.

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

26
27 Section 1.3.

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

30
31 Section 1.3.1.

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

36
37 Section 1.3.2.

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

40
41
42 ARTICLE II

43
44 RIGHTS OF THE EMPLOYER

45
46 Section 2.1.

47 All management functions, whether heretofore or hereafter exercised, and regardless of the frequency
48 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 for
2 a like offense has been imposed during the intervening period. Discipline relating to actions involving
3 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.
8
9
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 or
35 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 forty (40) inches by fifty (50) inches
40 and the Association accepts the responsibility for all information posted and appearing on the space
41 provided.
42

43 **Section 4.5.1. Meeting Sites.**

44 Provided the space is available, the Association shall have the right to use District buildings for
45 meetings and to transact official business, upon approval of the appropriate District official.
46
47
48



1 **Section 4.6. Work Year Calendar.**

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

4
5 **Section 4.7.**

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

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

17
18 **Section 4.8.**

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

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

28
29 The District will provide the Association thirty (30) minutes to make a presentation during each New
30 Employee Orientation. District representatives shall not be present during the Association’s
31 presentation. The Association shall have the right to distribute materials, such as Association new hire
32 packets, at the orientation.

33
34
35
36 **ARTICLE V**

37
38 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

39
40 **Section 5.1. Consultation and Negotiation.**

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

44
45 **Section 5.2. New Classifications.**

46 The District agrees to advise the Association in writing of the establishment of all new classifications
47 not currently covered under this Agreement. The District further agrees to negotiate with the
48 Association all wages and hours of the new classification. The District agrees to fill the new



1 classifications according to the job bid procedure contained in this Agreement. In the event the District
2 and the Association cannot reach agreement the classification shall come under this Agreement and the
3 new classification shall receive no less than the minimum wage in this Agreement.
4

5 **Section 5.3. Conference Committee.**

6 The Association will designate a Conference Committee of up to three members who will meet with the
7 Superintendent and/or designee on a mutually agreeable basis to discuss the administration of this
8 Agreement.
9

10
11 **ARTICLE VI**

12
13 **HOURS OF WORK**

14
15 **Section 6.1. Normal Work Week.**

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

19 **Section 6.1.1. Regular Daily Assignment.**

20 A regular daily assignment is defined as any driving assignment that is part of a bus drivers
21 regularly scheduled (continuous) assignment, including assignments that are for a sustained
22 period of time, such as a sports season.
23

24 **Section 6.2. Rest Periods.**

25 Employees will be granted a ten (10) minute rest period for each two (2) hours of work, provided they
26 have a continuous regularly assigned shift of three (3) hours or more.
27

28 **Section 6.3. Shifts.**

29 Shifts will be established for employees in relation to routes, driving times, and other regular duties
30 assigned by the Transportation Supervisor, or designee. The established route times will be based on
31 time required to perform all regular duties assigned, except that in addition to all regular duties
32 assigned, each driver will receive one half (½) hour per day for duties associated with bus check-out,
33 warm-up, cleanup and safety. Employees will refuel their vehicles during their regularly scheduled
34 shift if time permits. If refueling must take place outside of the employee's regularly scheduled shift,
35 then the employee may timesheet the time spent fueling. In addition, each driver shall receive two and
36 one half (2½) hours of regular pay per month for the purposes of washing their bus. Monthly bus
37 washing responsibilities include:
38

- 39 • Washing the outside of the bus twice;
- 40 • Cleaning all the windows on the inside at least once; and
- 41 • Washing the interior of the bus at least once, which includes keeping observable surfaces (seats,
42 floors and walls) clean.
43

44 In December, employees shall receive only one (1) hour and fifty (50) minutes of pay for the purpose of
45 washing the outside of the bus, cleaning the windows on the inside, and cleaning the inside of the bus,
46 each at least once.
47



1 In June employees shall receive four (4) hours of regular pay for the purpose of washing their bus,
2 including thoroughly washing the inside, outside and windows after school is out. In the case of
3 assignments where time is not continued straight through, drivers will be compensated on the basis of a
4 minimum of one and one-half (1½) hours for each portion of an assignment or split-shift.

5
6 Shifts will be adjusted by the Transportation Supervisor, or designee, whenever changes occur in the
7 routes, driving times or regular duties assigned. If there is less than one (½) half hour between runs, the
8 time for the driver will continue uninterrupted.

9
10 **Section 6.3.1. Shift Setting.**

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

15
16 **Section 6.3.2.**

17 The District shall schedule one (1) mandatory meeting, for a minimum of twenty (20) minutes
18 during the first week of each month for staff collaboration and development, excluding
19 December, April and June. In the event the Transportation Director is unable to attend the
20 meeting, the meeting will still be held, and the drivers will still be compensated accordingly.
21 This time may be used to fulfill waiver time. Employees who have fulfilled their waiver
22 obligations will be compensated at their regular rate of pay.

23
24 **Section 6.4. Extra Trips.**

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

27
28 Extra trips fall into two (2) main categories, athletic trips and non-athletic trips. Athletic extra trips will
29 be assigned seasonally (fall, winter, spring) based on seniority. Sports that are not assigned to a single
30 driver or single substitute driver for a season shall be assigned to the most senior eligible driver on a
31 rotating basis. Drivers who are assigned to a sport for a season may only bid for an Unassigned Sport
32 Trip during that season after it has been offered to all drivers who are not assigned to a sport by
33 rotation, as well as the substitute drivers. Non-athletic extra trips will be assigned the most senior
34 eligible regular driver on a rotating basis.

35
36 Extra trips scheduled during summer break will be assigned in the same manner as the short-notice
37 board, as described in Section 6.4.3.

38
39 The Trip Board will provide such information as date, destination, start time, pick-up time and
40 approximate time for such trip. As some trips, especially athletic events, are impossible to estimate
41 accurately, the transportation supervisor, or designee, will estimate the time from information available
42 and from past experience. The approximate time will serve as a guide for drivers interested in signing
43 up for the trip. The time paid for the trip will be the time actually required, including reasonable time
44 for pre- and post-trip responsibilities, and at the time the trip is assigned, the driver shall be provided
45 with a pick-up time if the trip includes a drop-off and pick-up. Drivers who sign up for and are assigned
46 an extra trip shall be required to drive the assigned extra trip. Drivers may sign up for the Trip Board in
47 the first two (2) weeks of the school year and the first two (2) weeks of January. New hires may sign up
48 for the Trip Board within their first two (2) weeks of employment.



1
2 **Section 6.4.1. Assignment of Non-Athletic Extra Trips.**

3 The most senior eligible regular driver will be awarded the first trip on the board, the next
4 eligible driver, the second trip on the board, and so on until a full rotation is completed per trip.
5 Once a full rotation has taken place the assignment of extra trips shall begin at the top of the
6 roster if there are still trips remaining to be assigned. Only once a trip has been offered to all
7 Regular Drivers, may it be offered to Substitute Drivers or unassigned drivers.

8
9 Scheduled extra trips will be assigned in weekly blocks until the seniority roster has made a
10 complete rotation per trip. A driver shall not be eligible for an extra trip if they have already
11 exceeded the forty (40) hour work week.

12
13 Trips scheduled after the weekly assignments have been made will be listed on the Short Notice
14 Trip Board and assigned to the next available eligible driver.

15
16 Normally, extra trips will be posted at least twenty-four (24) hours prior to the time the trip is
17 assigned. Extra trips will be selected on Thursday by noon for the following week and drivers
18 will be informed of the assignment the next day (Friday). Drivers who do not sign up by noon
19 on Thursday will be considered as declining a trip. The trip board will normally be up on
20 Wednesday for drivers to sign up.

21
22 If the District has advanced knowledge that a trip will be split, this fact will be noted on the trip
23 posting. "Come back" or "Stay" should be circled on the trip slip for the driver.

24
25 As soon as possible, usually within forty-eight (48) hours, after the Transportation Supervisor,
26 or designee, has determined which driver is assigned an extra trip, the District will post the extra
27 trip sheet and circle the name of the assigned driver. The driver will also receive a confirming
28 trip slip from the Transportation Supervisor.

29
30 **Section 6.4.1.1. Non-Athletic Extra Trips – Turndowns.**

31 Turndowns of extra trips will be placed on the Short Notice Trip Board. If a driver has
32 less than twelve (12) hours' notice and cannot take a trip or if the offered trip is less than
33 the route time they would lose, this is considered a pass and not a turndown. After eight
34 (8) turndowns during a school year, a driver will be ineligible for any additional non-
35 athletic extra trips for the remainder of the school year. A driver may "pass" on a trip if
36 the driver is on paid leave that day, or if the trip conflicts with other District duties,
37 including sports trips. A "pass" does not constitute a turndown.

38 If the time required for a trip is revised one (1) hour or more after the trip is assigned to a
39 driver, the driver will have the option of declining the trip at the time of the notification
40 of the change with no penalty.

41
42 **Section 6.4.1.2. Cancellation of Non-Athletic Extra Trips.**

43 When any trip is cancelled, the affected driver will move to the top of the rotation list at
44 the following posting for that next posting period only. In the event a confirmed trip is
45 cancelled within two (2) hours of departure, the driver involved will be compensated at a
46 minimum of two (2) hours.



1 **Section 6.4.2. Assignment of Athletic Extra Trips.**

2 Athletic trips will be awarded on a seniority basis by sports season. The most senior eligible
3 regular driver will sign up for the first fall sport, the next eligible driver will sign up for the
4 second fall sport, until a full rotation is complete. The same process will be used for the winter
5 and spring sport seasons with the most senior eligible driver signing up first.
6

7 Athletic trips are limited to one (1) sport per driver per season. The driver assigned to the
8 particular sport, when possible, will drive sports trips that have been changed or rescheduled. In
9 the event a driver cannot drive a rescheduled sports trip, it will be listed on the Short Notice Trip
10 Board. Sports trip schedules will normally be available prior to the season. This will allow
11 drivers the opportunity to review other potential conflicts before signing up for a particular
12 sport. Split trips will be noted on sports trips when known.
13

14 **Section 6.4.2.1. Turndowns of Athletic Extra Trips.**

15 Turndowns of sports extra trips will be placed on the Short Notice Board. If a driver has
16 two (2) turndowns during a sports season, that driver is ineligible to sign up for the next
17 sports season. A driver may “pass” on a trip if the driver is on paid leave. A “pass”
18 does not constitute a turndown.
19

20 **Section 6.4.2.2. Cancellation of Athletic Extra Trips.**

21 Drivers need to contact the bus garage in cases where trips may be canceled due to
22 inclement weather. If the Transportation Supervisor has not contacted the driver of the
23 sports trip by 1:00 p.m. the day of a scheduled trip, they need to call into the bus garage
24 to confirm the trip.
25

26 In the event a sports trip has been cancelled, there will be no compensation, unless the
27 driver has reported to the school site and finds the sports trip cancelled, then the driver
28 will be compensated at a minimum of two (2) hours.
29

30 **Section 6.4.3. Extra Trips of More Than One (1) Day.**

31 Extra trips that exceed one (1) day in duration include an overnight stay away from a driver’s
32 home. Drivers will be paid a minimum of eight (8) hours per day for the more than one (1) day
33 trip. There shall be an exception to this provision for hours worked on the seventh day of work,
34 or Sundays, which per the overtime provisions of this agreement are paid as double time.
35 Employees shall be paid only for time worked on these days at the appropriate rate. These hours
36 per day may be a combination of regular daily assignment work hours and extra trip work hours.
37 Extra trip work hours shall be paid at a driver’s normal rate of pay for driving time. Drivers
38 shall be subject to the provisions of overtime hereinafter provided.
39

40 **Section 6.4.4. Short Notice Board.**

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



1
2 Short Notice Board trips of less than four (4) hours will be assigned to interested regular drivers
3 by seniority provided the extra trip does not conflict with their regular daily assignment. Drivers
4 assigned a Short Notice Board trip, when possible, will be given at least a twenty-four (24) hour
5 advance notice.
6

7 In the event there are no interested drivers on the Short Notice Board at the time of assignment,
8 trips may be split and offered based on the seniority on the Short Notice Board rotation.
9

10 **Section 6.4.5. Shuttle Trips.**

11 A shuttle trip is defined as transporting students within the school district. Whenever possible,
12 shuttle trips will be assigned as a contiguous part of a driver's existing route and the driver will
13 be paid for time worked at the driver's regular rate of pay. If a shuttle trip is not part of a
14 driver's existing route, it will be compensated at the regular driver hourly rate of pay for a
15 minimum of one and a half (1½) hours or the actual driving time of the trip, plus standby wait
16 time up to thirty minutes on round-trip shuttle assignments, whichever is greater. If the shuttle
17 trip time is less than one and a half (1½) hours, the driver has the option to be compensated for
18 the actual driver time or complete work related tasks up to one and a half (1½) hours. These
19 tasks will be normal driver duties.
20

21 If there is not a driver available, the Transportation Supervisor, or designee can assign the trip in
22 emergency situations.
23

24 **Section 6.4.6. Use of Motor Coach Charter Service.**

25 The District may utilize motor coach charter services:

- 26 1. to attend school related postseason athletic competition outside of WIAA District One,
27 or
- 28 2. to attend school related, non-athletic activities outside of Whatcom, Skagit, Island, San
29 Juan, Snohomish, and King Counties.

30 No buses will be chartered that would reasonably be considered the same as regular school
31 buses.
32

33 **Section 6.4.7. Extra Trip Bus Washing.**

34 Requests to wash buses used for Extra Trips shall be assigned, if approved, to interested
35 employees to fulfill paid but unworked time and then in order of seniority if the assignment will
36 not put the employee into overtime status for the week (if the driver is available in a timely way
37 before the extra trip). Drivers may sign up to perform these bus washes and requested washes
38 will be assigned by rotating seniority to drivers who have signed up. Drivers may choose to use
39 this time toward fulfilling waiver hours. Drivers who are assigned to wash an Extra Trip Bus will
40 be paid for one (1) hour and thirty (30) minutes to wash the outside of the bus and inside windows
41 at their regular rate of pay. Drivers assigned to clean an Extra Trip Bus at the end of the school
42 year will be paid for four (4) hours per bus unless more time is approved by the Transportation
43 Supervisor. Any additional needed cleaning must be approved in advance by the Transportation
44 Supervisor. Specific maintenance and cleaning needs shall be noted on a check-off sheet by the
45 driver who drives the extra trip and submitted to the Dispatcher.
46

47 **Section 6.5. Rounding Time.**

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



1
2 **Section 6.6. Drivers' Work.**

3 All regular or extra scheduled bus trips of twenty-one (21) persons or more will be driven by personnel
4 hired as School Bus Drivers. The district may use vans for extra trips of twenty (20), including the
5 driver, or fewer persons. When a trip is assigned to a Bus Driver, the assigned Bus Driver will be the
6 employee used for all transportation of students during the duration of the trip. If a van is used in a
7 support role for a trip, it will not be used to transport students.
8

9 **Section 6.7. Summer Work.**

10 The District will post summer "temporary" assignments prior to the end of the regular school year or as
11 soon thereafter as they are known. Drivers interested in accepting such temporary assignments will
12 notify the Transportation Supervisor or designee, in writing, of their interest within five (5) days of said
13 posting. In filling such assignments, the District will give first priority to the most senior drivers who
14 have expressed their interest in writing. Employees shall be compensated at the hourly rate of pay on
15 Schedule A for the regular school year just completed and shall not be subject to any other terms and
16 conditions of this Agreement.
17

18 **Section 6.8. Emergency Closures.**

19 In the event of an unplanned school closure, the District will notify employees through normal
20 emergency procedures (public notification procedures). Should notice not be provided by 5:30 AM and
21 an employee reports to work, such employee will be compensated for two (2) hours work at the base
22 driver rate.
23

24 **Section 6.9. Required Additional Time.**

25 Time spent in required training courses (including first aid and in-service training) or mandatory
26 meetings, called by the supervisor of transportation, will be compensated at the employee's regular rate
27 for all drivers.
28

29 **Section 6.10. Scheduled Hours.**

30 On or before the second Monday in October of each year the District will post at the bus garage an
31 assignment sheet of all regularly scheduled work hours, and drivers shall have an opportunity to bid in
32 seniority order for routes. A bid shall take place the third Monday in October, which shall take effect
33 the first business day in November.
34

35 **Section 6.11. Overtime.**

36 All hours paid in excess of forty (40) hours per work week will be compensated at one and one-half
37 (1½) times the employee's regular hourly rate of pay. Whenever feasible, an employee designated to
38 work overtime on days outside the normal work week will be advised of the possibility no later than
39 twenty-four (24) hours prior to the end of the last shift before the overtime commences. All hours
40 worked on an employee's sixth consecutive day of work will be compensated at one and one-half (½)
41 times their regular rate of pay. All hours worked on an employee's seventh consecutive day of work (or
42 on a Sunday) will be compensated at two (2) times their regular rate of pay.
43

44 **Section 6.11.1.**

45 Employees recalled to duty for a previously unidentified assignment and following completion
46 of a regular school bus run or their regular workday shall be guaranteed a two (2) hour
47 minimum. Employees who are called to duty for a previously unidentified assignment on
48 Saturday, Sunday, or a holiday shall be guaranteed a minimum of two (2) hours pay.



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE VII

HOLIDAYS AND VACATIONS

Section 7.1. Paid Holidays.

Effective September 1, 2023, employees shall be granted the following holidays which fall within their work calendar, pro-rated as to hours worked.

- | | | |
|------------------------------|------------------|---|
| 1. New Year's Day | 5. Memorial Day | 9. Thanksgiving Day |
| 2. Martin Luther King Jr Day | 6. Labor Day | 10. Day After Thanksgiving |
| 3. Presidents' Day | 7. Juneteenth | 11. The Day Before or after Christmas Day |
| 4. Friday of Spring Break | 8. Veteran's Day | 12. Christmas Day |

Section 7.1.1.

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

Section 7.2.

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

Section 7.3. Vacation for the Mechanic.

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

Section 7.3.1.

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

Years of Service Vacation Days Earned

- | | |
|-------------------------|---|
| 1 years through 5 years | 10 days |
| 6 years and beyond | 11 days with 1 additional day per year, up to a max of 20 days. |

Section 7.3.2.

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

Section 7.3.3.

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



1
2
3 **ARTICLE VIII**
4

5 **LEAVES**
6

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

8 All employees shall be entitled to illness, injury and emergency leave with pay of twelve (12) days per
9 year. A grant of sick leave of more than five (5) consecutive days shall be verified by written statement
10 from a licensed medical practitioner if so requested by the Superintendent.
11

12 An "emergency" is an unforeseen event which requires the employee to be absent from employment or
13 a situation which could have been foreseen but for which preplanning would have been of little or no
14 consequence.
15

16 Employees shall give at least two (2) days prior notice to their supervisor of their intent to utilize a
17 personal day. An employee who exhausts her/his accrued sick leave balance may apply for an unpaid
18 leave of absence per Section 8.7 below.
19

20 **Section 8.1.1. Labor and Industries Leave.**

21 An employee shall be granted leave for the recovery from an on the job injury. The leave shall
22 extend until the employee is released by his/her health care provider for full duty. Upon return
23 from leave the employee shall be placed in the position last held, or in a similar position with
24 the same rate of pay and shift. If the projected return to work date is modified by the health care
25 provider, the employee is responsible to provide the District with this information. The District
26 agrees to maintain the employee's health insurance benefits as long as the employee continues
27 to be paid on a regular, periodic basis through the District's payroll system.
28

29 If an employee applies for industrial insurance compensation and the claim is then or later
30 denied, Illness, Injury and Emergency Leave may be used for the absence of the employee.
31

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

- 34
- 35 • prorate his/her Illness, Injury and Emergency Leave for full compensation,
 - 36 • take a full day of appropriate accrued leave benefits in addition to the worker's
37 compensation benefits for each day off work, or
 - 38 • receive industrial insurance compensation (time loss) only.

39 Employees are encouraged to discuss the above methods with the payroll office prior to making
40 a decision on the method used.
41

42 **Section 8.2. Leave Accrual.**

43 Beginning each September 1, all employees will be allowed to draw their annual sick leave of twelve
44 (12) days. This allowance shall be in addition to the unused balance brought forward from the previous
45 year, provided the total shall not exceed one hundred and eighty (180) days.
46
47

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

2 Each January, any employee who at the end of the immediately previous calendar year shall have
3 accumulated in excess of 480 hours of unused Illness, Injury and Emergency Leave may elect to
4 convert such unused leave earned the previous year in excess of four hundred eighty (480) hours to
5 monetary compensation, either paid directly to the employee or paid to a VEBA health care expense
6 account, depending on eligibility and the Association's annual determination, at the rate of twenty-five
7 (25%) percent of the employee's current, full-time hourly rate of compensation for each full hour of
8 such eligible leave. Any such election shall be made by written notice to the Superintendent during the
9 month of January. Any such annual conversion of accumulated Illness, Injury and Emergency Leave
10 shall be subject to the terms and limitations of law.

11
12 **Section 8.4. Conversion of Illness, Injury and Emergency Leave Upon Separation, Retirement or**
13 **Death.**

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

23
24 **Section 8.5. Bereavement Leave.**

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

30
31 With approval of the Superintendent, additional days may be granted to extend the grieving process.
32 The Superintendent's decision is final and may not be appealed or grieved. The additional days would
33 be deducted from the employee's sick leave account. The employee may opt to take the additional days
34 as "unpaid" if that is their choice. Additional leave may be taken if the employee qualifies under
35 disability leave.

36
37 It is mutually agreed and understood by the parties that if another bargaining group within the Lynden
38 School District should bargain bereavement benefits greater than those provided in this agreement, such
39 additional benefits will be provided to those individuals covered by this agreement.

40
41 **Section 8.6. Personal Leave.**

42 An employee may take three (3) paid days per year determined by the employee as personal days. No
43 more than two (2) employees per work site may utilize personal leave on any given day, unless an
44 adequate number of substitutes are available. The personal day may not be used to extend a holiday or
45 vacation period, unless approved by the building administrator. Employees may carry over up to one
46 (1) day of unused personal leave per year, for a maximum bank of four (4) days in a single year.
47 Employees may cash out up to twelve (12) hours of unused personal leave by claiming the hours on
48 June timesheets. Such pay shall be at the employee's regular rate of pay.



1
2 **Section 8.7. Other Leaves.**

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

9
10 While on an approved leave of absence, an employee will retain accrued sick leave, vested vacation,
11 and seniority. However, no sick leave, vacation, or other benefits may be applied or will accrue while
12 the employee is on a leave of absence.

13
14 **Section 8.8. Judicial Leave.**

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

20
21
22
23 **ARTICLE IX**

24
25 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

26
27 **Section 9.1.**

28 Seniority shall be defined as the employee's last beginning date of continuous employment. School
29 term employees shall be deemed as full time employees for purposes of seniority. Seniority shall be the
30 first consideration in all matters relating to job promotion, filling of any vacancies, overtime, and
31 layoff/rehire as specified in Section 9.9.

32
33 **Section 9.1.1.**

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

36
37 **Section 9.2.**

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

45
46 **Section 9.3. Evaluation Procedure.**

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



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

5
6 In the event that an employee receives an evaluation which contains a rating of "Needs Improvement"
7 or "Unsatisfactory" the evaluator, after consultation with the employee, shall develop a written plan to
8 improve the employee's performance in the deficient areas. Prior to October 1 of the subsequent school
9 year, the evaluator and employee must meet to review and implement the improvement plan.

10
11 **Section 9.4.**

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

16
17 An exception to this procedure is in providing transportation for students qualifying for transportation
18 McKinney-Vento Act. This student transportation need is highly sporadic and unpredictable regarding
19 routes and length of need. A route to transport students who qualify for transportation under the
20 McKinney-Vento Act will be posted at the bus garage for five (5) working days prior to being filled
21 when it has been in operation for a period of fifteen (15) consecutive school days. This job posting will
22 always include the phrase "*Longevity of this route is for an undetermined amount of time and is solely*
23 *dependent on the transportation needs of the student(s) on this route.*"

24
25 **Section 9.5.**

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

- 27 A. Resignation;
28 B. Discharge for any reason, unless the discharge is rescinded or overturned;
29 C. Retirement.

30
31 **Section 9.6.**

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

- 33 A. Time lost by reason of industrial accident, industrial illness, or judicial leave;
34 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
35 United States;
36 C. Time spent on other approved leaves;
37 D. Time spent in layoff status as hereinafter provided.

38
39 **Section 9.7.**

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

1 **Section 9.7.1.**

2 Regular daily assignments that are increased by one-half (1/2) hour or more during the school
3 year, shall be posted as provided in Section 9.4 and shall be subject to bidding rights.
4

5 **Section 9.8.**

6 When a regular assignment is temporarily available for a period in excess of twenty (20) consecutive
7 working days, such assignment shall be offered on a seniority basis. When the regular driver returns
8 from the temporary absence, the driver filling the position will be returned to her/his regular route. This
9 provision may be utilized by one (1) driver per temporary vacancy.
10

11 **Section 9.9. Layoff.**

12 Employees laid off as the result of reduction in force will be placed on a reemployment list according to
13 seniority and will have priority (subject to the provisions of Section 9.4) in the filling of an opening.
14 This list shall be in effect from the date of layoff for a period of eighteen (18) months.
15

16 **Section 9.9.1.**

17 Employees on layoff status are responsible for ensuring that the Personnel Office has their
18 current contacts information.
19

20 **Section 9.9.2.**

21 An employee on lay-off status who is offered reemployment has five (5) working days to accept
22 the position offered and must report for work within eleven (11) working days from date of
23 offer.
24

25 **Section 9.9.3.**

26 Should an employee under this section decline a position for which qualified that totals at least
27 seventy five percent (75%) of their last held, regular work schedule, he/she will be removed
28 from the reemployment list and forfeits further special consideration other than that given all
29 applicants.
30

31 **Section 9.9.4.**

32 The District will give an employee two (2) weeks of notice of intention to layoff.
33
34
35

36 **ARTICLE X**

37 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

38
39
40 **Section 10.1.**

41 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue
42 of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.
43 If the District has reason to reprimand an employee, it shall be done in a manner which will not
44 embarrass the employee before other employees or the public.
45
46
47
48

1 **Section 10.2. Progressive Discipline.**

2 As a general rule, the District will follow a progressive discipline. However more serious substantiated
3 misconduct may necessitate disciplining an employee at a higher level of discipline. Some offenses are
4 regarded as so serious that no specific warning or prior disciplinary action need precede discharge.
5 Employees are presumed to know that such serious offenses may lead directly to discharge.
6

7 **Section 10.3.**

8 Except in extraordinary cases, the District will give an employee two (2) weeks' notice of intention to
9 layoff and one (1) week notice of intention to discharge. The employee will give the District two (2)
10 weeks' notice of intention to resign.
11
12
13

14 **ARTICLE XI**

15 **INSURANCE AND RETIREMENT**

16
17
18 **Section 11.1. School Employee Benefits Board (SEBB).**

19 Beginning January 1, 2020, and each year thereafter, the employer agrees to provide the insurance
20 plans, follow employee eligibility rules and provide funding for all bargaining unit members and their
21 dependents as required by State law, the State Operating Budget, and the School Employees' Benefits'
22 Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible
23 employees. The employer agrees to provide timely information about SEBB insurance plans to eligible
24 employees.
25

26 **Section 11.2.**

27 The employer agrees to follow SEBB eligibility rules for employees who are anticipated to work 630
28 hours or more per school year.
29

30 **Section 11.3.**

31 Since State law and SEBB do not provide these optional insurance plans, the employer agrees to
32 provide all eligible employees access to VEBA (Voluntary Employees Benefits Association). The
33 District will contribute sixty dollars (\$60) per month to such VEBA accounts for each employee
34 represented by the Association, beginning September 1, 2021.
35

36 **Section 11.4.**

37 In determining whether an employee subject to this Agreement is eligible for participation in the
38 Washington State Public Employees' Retirement System, the District will comply with applicable laws
39 and regulations.
40

41 **Section 11.5.**

42 District shall provide tort liability coverage for all employees subject to this Agreement while engaged
43 in employment duties.
44
45
46
47
48



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

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 that the Association will establish the procedure that clearly outlines the membership process, which will be provided to the District within the first thirty (30) workdays of each school year. The District shall deduct 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 Agreement shall apply to these deductions. The employee may revoke the request at any time. At least annually, the employee shall be notified about the right to revoke the request.

Section 12.4. Hold Harmless.

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

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 13.1. Step 1. Immediate Supervisor.

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



1 **Section 13.2. Step 2. Written Filing with Human Resources.**

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

9
10 **Section 13.3. Step 3. Superintendent.**

11 If the matter cannot be resolved at Step 2, or if the Director of Human Resources does not respond
12 within the five (5) working days referred to in Section 13.2, the Union will submit a written grievance
13 appeal to the Superintendent. The grievance will be reduced to writing specifying the precise Section of
14 the Agreement allegedly violated, and the facts giving rise to the grievance. A representative of the
15 Association shall meet with the Superintendent or designee within ten (10) working days, or at a
16 mutually agreeable time, after receiving the response at Step 2. The Superintendent or designee will
17 respond in writing within ten (10) working days of the meeting with the Association representative.

18
19 **Section 13.4. Step 4. Arbitration.**

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

27
28 **Section 13.5. Arbitration Costs.**

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

33
34 **Section 13.6. Arbitrator's Jurisdiction.**

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

38
39
40
41 **ARTICLE XIV**

42
43 **SALARIES AND EMPLOYEE COMPENSATION**

44
45 **Section 14.1.**

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



1
2 **Section 14.2.**

3 Retroactive pay, where applicable, shall be paid on the first regular payday following execution of an
4 agreement if possible, and in any case, not later than the second regular payday.
5

6 **Section 14.3. Overpayment/Underpayment.**

7 District errors in payment of wages will be corrected in the next regular pay period, with the following
8 exceptions:
9

- 10 ○ Underpayments greater than one hundred dollars (\$100) will have a draw check issued as soon
11 as possible after the error is discovered, when waiting until the following pay period will create
12 a hardship on the employee.
- 13 ○ Overpayments greater than one hundred dollars (\$100) will have the deduction divided over a
14 number of months to be agreed upon not to extend beyond August 31. The employee may
15 petition the Superintendent or his/her designee for a repayment extension past August 31 in
16 unusual circumstances.
17

18 **Section 14.4.**

19 Employees required to drive personal vehicles from one site to another in the course of their regular
20 work will receive mileage reimbursement at the adopted District rate.
21

22 **Section 14.5.**

23 Employees required to remain overnight on District assignment will be reimbursed for actual room and
24 board expenditures in accordance with Board Policies 6213 and 6213P. The District will provide for,
25 upon request, funds for out-of-pocket expenses for the cost of parking, ferry fees, etc.
26

27 **Section 14.6.**

28 The District will fully fund required CDL physicals (not to exceed one per year) at a District specified
29 medical provider. Employees who choose to utilize their own physician will be reimbursed for actual
30 costs not to exceed that charged by the District's specified provider.
31
32

33
34 **ARTICLE XV**

35
36 **TERMS AND SEPARABILITY OF PROVISIONS**
37

38 **Section 15.1.**

39 The term of this Agreement shall be September 1, 2023 to August 31, 2026.
40

41 **Section 15.2.**

42 All provisions of this Agreement shall be applicable to the entire term of this Agreement
43 notwithstanding its execution date, except as provided in the following section.
44
45
46
47
48



1 **Section 15.3.**

2 The inflationary adjustment designated by the state legislature shall be added to the salary for every
3 category and employee, as will any other employee wage adjustments passed by the legislature, if any.
4 See Schedule A for salary schedule.

- 5
- 6 ○ Effective September 1, 2024, all wages on Schedule A will increase by the Implicit Price
7 Deflator (IPD) plus 6%.
- 8 ○ Effective September 1, 2025, all wages on Schedule A will increase by the Implicit Price
9 Deflator (IPD) plus 6%.
- 10

11 **Section 15.4.**

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

15

16 **Section 15.5.**

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

18

19 **Section 15.6.**

20 In the event of a financial crisis, the parties shall meet to discuss the impact on the bargaining unit. A
21 financial crisis is defined as a levy failure, a substantial drop in state or federal funds or a drop in
22 student enrollment.

23

24 **Section 15.7.**

25 The parties agree that the current work year for Bus Drivers consists of one hundred eighty (180) days.
26 The District and Association agree to reopen this issue if the District proposes to change the number of
27 contracted days for Bus Drivers.



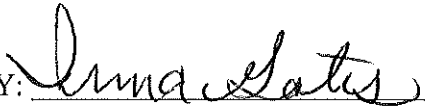
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

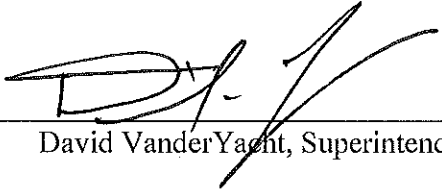
SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

LYNDEN TRANSPORTATION CHAPTER #828

LYNDEN SCHOOL DISTRICT #504

BY: 
Irma Gates, Chapter President

BY: 
David VanderYacht, Superintendent

DATE: 5-1-24

DATE: 05.01.24



SCHEDULE A
 LYNDEN SCHOOL DISTRICT - TRANSPORTATION
 SEPTEMBER 1, 2023 – AUGUST 31, 2024

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Base Year & Sub	Years 2-5	Years 6-9	Years 10-14	Years 15-20	Years 21-25	Year 26
Bus Driver	\$27.63	\$28.59	\$29.59	\$30.60	\$31.61	\$32.62	\$33.66
Step %		3.50%	3.50%	3.40%	3.30%	3.20%	3.20%
	Base Year & Sub	Year 2	Years 3-5	Years 6-9	Years 10-14	Year 15	
Mechanic	\$34.18	\$35.55	\$36.97	\$38.45	\$39.99	\$41.59	
Step %		4.00%	4.00%	4.00%	4.00%	4.00%	

Bus Drivers Receive 4% + IPD of 3.7% for combined increase of 7.7%, Mechanic Step 1 increased to \$34.18.



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: _____