

**COLLECTIVE BARGAINING
AGREEMENT
BETWEEN
CHIMACUM SCHOOL DISTRICT NO. 49
AND
Chimacum Unified Drivers and Specialists
(CUDS)
(Two Run Agreement)**



September 1, 2021 – August 31, 2023

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ARTICLE I – DEFINITIONS

When used in this agreement, the following terms will have the meanings identified:

- 1.1 **District** refers to Chimacum School District #49, Washington, as represented by the then-governing Board of Directors.
- 1.2 **Board** or **Board of Directors** (Board) refers to the five individuals elected by the citizens of the District acting in their official capacity to manage and govern the District.
- 1.3 **Superintendent** refers to the individual employed by the Board of Directors as superintendent, or his or her authorized designee.
- 1.4 **Transportation Supervisor** refers to the individual employed by the District to oversee the operations of the Transportation Department.
- 1.5 **Driver Trainer** refers to an individual who trains drivers meeting all district, state, and federal requirements.
- 1.6 **Chimacum Unified Drivers and Specialists (CUDS)** is a group of individuals made up of the employees, representing themselves.
- 1.7 **Driver** refers to an individual, who meets the state standards for operating District transportation vehicles, including a CDL with the proper endorsement, who is a regular employee of the District hired to transport students.
- 1.8 **Substitute Driver**
Substitute driver shall mean an on-call employee who is deployed to replace a regular employee on leave or for trips. Both parties agree that substitute drivers are not subject to or governed by this agreement.
- 1.9 **Transportation Specialist** refers to an individual hired by the District to perform said duties but not limited to: dispatching, routing, substitute driving, and driver training. Assist the Transportation Supervisor with other duties as assigned.
- 1.10 **Regular Route** refers to a regular morning and afternoon daily route of at least one day per week, assigned to transport students to and from school, including detours that may be added to a route on an intermittent basis.
- 1.11 **Mid-Day Route** refers to half-day preschool program routes for the days the District offers the programs.
- 1.12 **Temporary Route** refers to a regular morning or afternoon daily route required to transport students to and from school on a temporary basis twenty (20) or less working days.

- 1.13 **Route Segment** refers to the portion of the route where students are exchanged at a school facility.
- 1.14 **Shuttle Route** refers to a route assigned to transport students between schools within the District.
- 1.15 **Trip** refers to all other driving assignments in a District vehicle, in or out of the District.
- 1.16 **Work Assignment** refers to the regular assignment of a route to a driver in accordance with District needs and the adopted school calendar.
- 1.17 **Dispute Resolution** refers to an alleged violation of the terms of this Agreement or an alleged violation of the contractual relationship between the District and a CUDS member.

ARTICLE II - ASSOCIATION MEMBERSHIP

- 2.1 The District recognizes the CUDS as the sole and exclusive representative of the District's drivers, driver trainer and transportation specialist.

All employees working under this agreement on its effective date who are then members of the sole and exclusive bargaining unit Chimacum Unified Drivers and Transportation Specialists; Washington Education Association; and National Education Association (CUDS/WEA/NEA). New employees hired on or after the effective date, may not be required to join the Association as a condition of employment.

Notification

The District agrees to provide to the Association the name, home address, telephone number, work email, work location, department, and job title of each bargaining unit member at least once annually, and when requested by the Association. The District will submit the same information whenever a new bargaining unit member is hired into the District throughout the year within five (5) working days of board approval for hire.

Presenting information about the exclusive bargaining representative—Access to new employees. (RCW: 41.56.037)

The employer must provide the exclusive bargaining representative reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the employer, or at another time mutually agreed to by the employer and the exclusive bargaining representative.

No employee may be mandated to attend the meetings or presentations by the exclusive bargaining representative.

"Reasonable access" for the purposes of this section means:

1. The access to the new employee occurs within ninety (90) days of the employee's start date within the bargaining unit; and
2. The access is for no less than thirty (30) minutes; and
3. The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the employer and the exclusive bargaining representative.

Nothing in this section prohibits an employer from agreeing to longer or more frequent new employee access, but in no case may an employer agree to less access than required by this section.

The Association has the right to represent bargaining unit members on any employment-related matter.

Fees, assessments, and political contributions are all annual obligations to the Association for employees. The annual amount will be deducted in equal amounts on each employee's monthly pay warrant as documented in the employee's completed association membership form. Association deductions shall be made without cost to the employee or Association.

The transmittal of all dues and fees will occur within five (5) working days after the deduction is made and each transmittal will include the name of each employee for whom the deduction was made, and the amount deducted from each employee's pay.

Employees who wish not to join the association will notify the Washington Education Association in writing. Washington Education Association will notify the District in writing of any revocation of Association dues in a timely manner. The District will notify the Association prior to stopping payroll deduction of dues.

Hold Harmless Language

1. Nothing in this article shall render the District liable for payment of any dues or fees to the Association.
2. The association agrees to indemnify and hold harmless the District for any claims or challenges associated with this article and will be responsible for any legal fees associated with defending this article.

- 2.2** The CUDS recognize the Board of Directors, as the governing board of the District, as the entity authorized to execute this agreement on behalf of the District.

2.3 Substitute Drivers

A substitute driver who has worked for twenty (20) consecutive days in the same assignment or for 160 hours in the last twelve months, will be covered by this agreement with the exception of:

- 4.5 Seniority Listing (Note: exception for trips and subs 6.6)
- 7.3 Route Assignments
- 7.3.3 Route Length

A drop below 160 hours in last twelve (12) months will result in a return to substitute status.

The requirement to join and remain a member in good standing shall be satisfied by the payment of regular fees and dues uniformly applied to other members of the Association for the class of membership appropriate to employment in the bargaining unit.

ARTICLE III – ADMINISTRATION OF AGREEMENT

3.1 Following board approval, the District will, within 30 days, provide an electronic copy of this agreement to the CUDS representatives.

3.2 Paper copies of the agreement will be provided by the District upon request.

3.3 The agreement will be posted on the district’s website.

3.4 Legality

If any provision of this agreement is determined to be invalid or contrary to law or to an authority of competent jurisdiction (e.g. the courts of the State of Washington or the United States, the Public Employment Relations Commission (PERC), the Office of the Superintendent of Public Instruction (OSPI)) then such provision will not be performed, applicable, or enforced except to the extent permitted by law or such authority. All other provisions will remain in full force and effect.

Upon the request of either the Board or the CUDS, the parties will enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

In the event either the District or the CUDS elects not to enforce a particular provision of this agreement in one or more instance, such election does not constitute a waiver of subsequent enforcement.

3.5 Seniority Listing

The District agrees to post a seniority listing of drivers five (5) working days before the inservice day in August. The seniority list of drivers will be posted on the CUDS bulletin

board provided for driver use and to forward an identical listing to the CUDS representative via email.

Seniority will be established based upon each driver's start date or inservice date, if hired for new school year. Drivers will retain their seniority while on approved paid or unpaid leave from the District.

If two or more drivers have the same start date, then the application date will determine the seniority of such members.

3.6 Reduction in Force (RIF)

1. In the event of a reduction in force, seniority within the general job classification and ability to perform the duties of the position shall be considered in determining the order of layoff.
 - a. Seniority may be bypassed based on job performance documented in the evaluation plus job specific training.
2. An employee driver who has been eliminated by a reduction in force shall be placed in an employment pool and rehired as positions become available. Seniority within the general job classification shall be considered in determining rehires.
3. An employee in the pool shall retain preferential rehire rights over an employment candidate not in the pool for two (2) years.
4. General job classifications shall be: Drivers and Transportation Specialists

3.7 Seniority for Driver Trainer

The District reserves the right to combine driver training responsibilities with job duties in another position. In that configuration, the person holding the job will get the driver training assignments.

- 3.7.1** When driver training is done by a driver as additional hours, the District will set the training schedule and the driver with the most seniority will get first selection from the training schedule. Seniority will be based upon employee's years of experience as a driver trainer within the Chimacum School District and Port Townsend School District Cooperative.
- 3.7.2** If a conflict arises between trainer and trainee, changes can be made on a case-by-case basis.

3.8 Compliance with Agreement

Each driver’s annual earnings worksheet will expressly state that it is subject to the terms of this agreement.

ARTICLE IV – RIGHTS OF THE PARTIES

4.1 The Board has and will continue to retain the rights and responsibilities to operate the school system and manage its programs, facilities, properties, and employees. The Board retains all the functions, rights, powers, and authority not specifically abridged, delegated or modified by this agreement.

4.2 Chimacum School District does not discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, honorably discharged veteran or military status, sexual orientation, gender expression, gender identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal and provides equal access to the Boy Scouts and other designated youth groups.

Chimacum School District is an equal opportunity employer.

4.3 Drivers have the right to inspect all contents of their personnel file, which will be kept in the District Office; they have the right to attach comments to documents in the file, and to request a hearing with the Superintendent concerning review and removal of documents. Items added to the personnel section of the personnel/payroll file will have the driver’s signature, initials or registered letter receipt.

The Transportation Supervisor maintains the following files:

- Working File
- Drug Testing File
- Training File

4.4 Neither the CUDS nor individual employees shall engage in a strike, boycott, sit-down, slow-down, or stoppage of work that interferes with District operations. The District will not “lock out” drivers.

4.5 Prior to District adoption of the work year calendar, the CUDS shall have the right and opportunity to provide input regarding such. Input shall include CUDS representation on any District committee formed to discuss and/or make recommendations relative to the work year calendar and the right to participate in any vote by the committee on the issue. If no such committee meets, the District agrees to meet with the CUDS in accordance with Washington State law.

4.6 Drivers shall be informed of any written complaints against them received by the supervisor within three (3) working days of receipt of the complaint.

- 4.7 The designee and the Superintendent and, if desired, a reasonable number of other persons, may meet quarterly during the school year to discuss concerns, practices or emerging issues and to review administration of this agreement. Employees will not be compensated by the District for attendance.
- 4.8 There will be required regular monthly meetings with the supervisor to discuss safety issues and transportation operations. Drivers will be compensated for attendance at these meetings.

ARTICLE V – WORKING CONDITIONS AND REQUIREMENTS

5.1 Work Equipment

Due to Labor and Industry requirements, all employees working in a transportation department will wear reflective clothing. The District will provide safety vests for each employee. If the employee chooses to purchase his or her own safety vest, the District will reimburse employee for actual costs, up to sixty dollars (\$60.00) every two school years. Personal vests must meet department requirements as determined by the transportation department director.

5.2 Driver Responsibilities

Each driver will strive to fulfill the responsibilities defined in the District's job description.

5.3 Medical Certificate (Driver Physicals)

All drivers must meet the medical standards established by federal and state laws, rules and regulations. Each driver must obtain DOT medical certification, from a DOT registered and approved physician for their physical competence to continue work as a driver. (WAC 392-144)

5.4 First Aid Training

The District will offer one First Aid Training every two years per employee as required. The District will pay for the trainer and the employee will be compensated for their time. If the employee does not attend the training, then the employee is responsible for all costs to update his/her first aid card.

5.5 Drug and Alcohol Testing

Drug and alcohol testing is required by the Department of Licensing for CDL requirements.

1. When employees are selected for random testing, they shall be paid for time and mileage or offered a district van for transportation to and from the testing site.
2. When employees need to report for post-accident and probable cause testing, they shall be paid for this time.
3. Employees, including substitutes that are not on duty but are required to report for a drug and alcohol test, will be paid for a minimum of one hour submitted on a timesheet.

Employees will be informed of the testing requirement by the Transportation Supervisor. This meeting shall be confidential and the request to meet with the supervisor will be communicated via note on key rack to meet with the Transportation Supervisor before leaving the job site.

5.6 Parking

The District will provide a gravel parking lot for employee's vehicle.

ARTICLE VI: VEHICULAR RESPONSIBILITIES

6.1 Bus Inspection and Care

Thirty (30) minutes will be added to each daily route for proper inspections: 10-minute AM pre-trip, 5-minute AM post trip (after AM route), 5-minute PM pre-trip and 10-minute end of the day post trip inspection. This inspection schedule is inclusive of field trips and routes.

If a driver has two (2) different busses, there will be fifteen (15) minutes allotted for each bus and bus washing in a rotation.

Prior to commencement of any trip or route drivers shall assure that the bus is properly maintained as outlined in the Standard Operating Procedures and Daily Log Sheet. (Addendum B)

At the end of each trip and/or route segment, the school bus driver shall thoroughly conduct a post trip inspection of the bus as outlined in the Daily Log Sheet. (Addendum B)

The driver shall ensure there are no students left on the bus.

6.2 Wednesday Early Release and Late Start/Early Release Time

1. Drivers shall use this extra time to fuel their bus, wash their bus (buses should be washed every other week or when appropriate), and make phone calls to parents prior to disciplinary write-up.
2. For the 2021-22 school year, early release will be for all students K-12 with the same start and end times resulting in one bus run. Drivers pay will be averaged at four (4) days per week for their full route and one (1) day per week at the reduced route.

Extra time that exceeds early release time must be approved by the Transportation Supervisor.

1. If you opt in for make-up hours, you will need to maintain a log to verify hours worked. This time will be tracked on a yearly basis.

2. If you opt out of make-up hours, any additional time will be logged and submitted on a timesheet for pay.

Summer routes will be bid by seniority.

6.3 Route Assignments

- 6.3.1** The time required for each route, and thus the time for which drivers will be compensated, will be established based on the actual routed time needed to complete the route by the first day in October. If a change is made to a route, the District will adjust the route time. The District agrees to compensate drivers for time required in excess of the established route time, provided such time is appropriately documented.
- 6.3.2** Routes will be bid during the August in-service day, and then will be re-bid within fifteen (15) school days after the start of the school year.
- 6.3.3** The District will guarantee a minimum of two (2) hours of pay per day. The CUDS agree that drivers will perform other appropriate work, incidental to the transportation of students, if the actual driving time, plus inspection, clean-up, washing, and refueling time, is less than the established route time (in fifteen-minute intervals), and shall be performed during the actual call-in time.
- 6.3.4** Route and mid-day route assignments will be open for selection by drivers according to seniority at the beginning of each school year.
- 6.3.5** Routes will be re-bid when a route is open due to retirement, resignation, approved leave of absence, or a route time change of 45 minutes or more, except if effective date is within forty-five (45) days before the end of the school year. Under no circumstance is a driver entitled to bid on a route, mid-day route or shuttle route that will require the District to pay overtime.
- 6.3.6** When the District creates a new route during the year, but more than forty-five (45) days before the end of the school year, then that route will be rebid. Once that route is chosen then all routes assigned to drivers with less seniority will be re-bid.
- 6.3.7** Reduction in Route During the Year:
 - a. When the District eliminates a route during the year, but more than forty-five (45) days before the end of the school year, the least senior driver will be subject to a Reduction in Force with two weeks' notice.
 - b. The District then may choose to re-bid all routes; or

- c. The driver of the eliminated route shall be assigned the route of the driver that was eliminated by a reduction in force. If the driver's reassigned route has less hours, he or she shall be assigned other duties, such as trips (via regular rotation), substitute work, maintain district vehicles or office work, to equal the lost hours for the remainder of the contracted year.
- d. An employee driver who has been eliminated by a reduction in force and who stays on as a substitute driver, will remain in the Route Driver Trip Bid rotation.

6.3.8 If either a route or a trip ends within one hour of the start time of the next route or trip, then the driver is paid for a maximum of one hour at the standby rate of pay.

6.4 Trips: Trip Opt In/Out

Drivers will have the chance to opt in or out on the first workday of the months of September, November, and March, to coincide with the sports season.

6.5 Trip Definition

1. LONG
2. SHORT (in East Jefferson County)
3. CO-OP (combined with Port Townsend and/or contractual work)

6.6 Trip Assignments

Trips will be posted the beginning of every week (Tuesday) allowing forty-eight (48) hours for the drivers to respond. Trips will be posted on individual clipboards with one clipboard corresponding to each day of the week. Each trip sheet will include the list of trip drivers according to seniority and trip definition above (long, short, co-op). Rotation starts for each individual week with the first driver having their name highlighted.

All drivers may bid for any trip posted for the week. Highlighted name does not mean that you receive the trip. Drivers **MUST** respond with a yes or no.

If assigned (highlighted) driver chooses not to take the trip, the trip will be awarded to the next driver in the rotation.

If no regular route driver bids for the trip, the trip will then go to the substitute roster that will be listed by seniority rotation. Seniority for substitute drivers will be determined by their training completion date.

If no route or substitute driver bids the trip the highlighted driver will be assigned the trip and will be responsible to take the trip.

If an employee declines a trip because it will be fewer hours than his or her regularly scheduled shift, it will be management's responsibility to assign a substitute driver. In the

event an experienced substitute driver may not be found, management may elect to pay the driver his or her daily shift.

Trades will be allowed **ONLY** within the week, long for long, short for short, and with the approval from the supervisor. If you trade you will be required to take the trip.

The earliest trip leaving will be posted first.

Trips will then be posted to the trip board and substitutes will be assigned to cover the driver's route. The Transportation Supervisor will post trips with more than twenty-four (24) hour notice with the next route driver that is up for the trip. If that driver chooses not to take the trip it will precede down the rotation until filled.

6.7 After Posting Trip

After the trips for the week have been posted, trips will not be available for trading. If the driver, due to any reason, is not able to take trip, the Transportation Supervisor will treat the trip as a last-minute trip.

6.8 Last Minute Trips

When last minute trips come in the office with less than twenty-four (24) hours' notice from the departure time, the Transportation Supervisor will ask the first driver on rotation. That driver has one (1) hour to respond before the trip will be open to, everyone. the first driver to respond will be awarded the trip. This will be a bonus trip and will not reflect on the following week's postings.

6.9 Trip Cancellation One Hour or Less (Without Notice)

1. If the driver is assigned a trip and the substitute on a route have been dispatched, the driver may take their route time as missed "call time" and the substitute continues the route.
2. If the driver chooses to take the route, the substitute will be required to work hours as determined by the Transportation Supervisor.
3. Call time shall not exceed two hours.
4. Call time is regular rate of pay.
5. If the driver requests work to equal lost route hours, then the Transportation Supervisor will determine work to make up the difference.

6.10 Trip Cancellation Day of Trip (With Notice)

1. The route driver has a choice to take their assigned route or let the substitute drive.
2. The driver assigned to the trip and who opts out of the route will not receive compensation.
3. A substitute will not receive compensation if the driver takes the route.
4. If trip does not involve a substitute driver and is canceled after the driver has shown up, then the driver is entitled to one hour of pay.

5. The driver that signed up for the cancelled trip will be put into the rotation first for the following week regardless of where in the rotation that driver stands.

6.11 Trip Cancellation on Weekends (Without Notice)

When a trip cancellation happens on a weekend or during a school break, without one day prior notification to the driver, the driver will be compensated for two (2) driving hours of the cancelled trip. The driver will have the option of two (2) additional hours of compensation for work performed, Monday through Friday the following week of the trip cancellation. This time will be submitted on a timesheet.

6.12 Trips Which Extend Run Time Limits

If a trip runs long, for unforeseen reason or reasons beyond the control of the trip coordinator and this puts the driver over the W.S.P. recommended eight (8) hour limit of rest, then that driver will be paid for their AM route and the District will provide a substitute driver. A driver may not take a trip that he or she knowingly puts them in a position where this limit may be exceeded, without giving up the AM route pay.

6.13 CO-OP Trips

This is a combined roster of both Port Townsend and Chimacum School District drivers according to seniority.

Substitute drivers will be listed according to their seniority. Seniority for substitute drivers will be determined by their start date, if midyear or the training completion date, if it is the start of the school year.

This roster will have drivers listed according to their seniority date from both school districts. Trips will start with the senior driver and go down until trip is filled. Next Co-op trip that comes into the office the Supervisor will highlight the next driver that is up for the trip and so on until the start of the next contract year.

6.14 Trips That Require Same Driver

Trips that require the same driver will be bid as one trip and the schedule will be posted as such.

6.15 Job Sharing

Job sharing will be considered only after all drivers have been offered the route intact.

6.16 Video Cameras

The Association and the District agree that the use of video cameras on school vehicles transporting students is for the purpose of student management and discipline, safety and driver training.

Operations

1. Drivers are required to keep the camera in the on or auxiliary position any time students are loading, unloading or present.
2. The Transportation Supervisor will develop and implement a system to log who reviews video recordings, the date and the qualifying event.
3. Video recording equipment will be set to stop recording approximately 15-20 minutes after the bus is shut down. The District will notify the drivers if time is adjusted.
4. To maintain confidentiality, video recordings that relate to employee issues or sensitive matter may only be viewed in a private location provided by the District or with the use of a mutually agreed upon computer in a secure location.

Training and Conduct

5. The total amount of video reviewed as a result of a qualifying event must be reasonable and for the purpose of confirming whether the event occurred.
6. The driver trainer may also review the video for training purposes following notification to the driver.
7. Video recordings shall not be used to evaluate an employee's performance. All employees shall have the right to review the recorded video footage after making an appointment for such purposes with the supervisor. Tapes will be available to parents of students with behavior concerns after reviewed by the Supervisor and the affected employee. The original electronic recordings will remain in the possession of the District.
8. It is also understood by all parties that misconduct violations of employees are exempt from any stated protections due to the legal reporting requirements by the State of Washington. However, the association and/or employee will be privy to a copy of any documentation or taping during an investigation prior to a Loudermill hearing.

Student Discipline

9. Drivers are responsible for resolving most student conduct issues on their buses. Drivers should seek assistance from supervisors when addressing chronic or severe student conduct issues. Drivers are encouraged or may be directed to review their own video as a backup tool in the resolution of these issues.

10. Any time a video recording is to be viewed at a discipline conference level, the driver will be informed prior to the conference unless extenuating circumstances prevail. Stakeholders will view portions of the video recording pertaining to said incident only.
11. Copies of video recordings provided to school administrators for student discipline conferences will either be destroyed or kept in the student's discipline file.

ARTICLE VII – COMPENSATION

7.1 Appendix A - Attached

7.2 Overtime - All hours over forty (40) worked in any one Monday through Sunday period and all hours worked on legal holidays and Sundays will be paid at one and one-half times the driver's regular rate of pay.

7.3 Trip Compensation - The District will compensate drivers assigned to trips for per diem per salary schedule.

7.4 The District will compensate drivers at their hourly rate of pay to attend classes required by the District and reimburse travel expenses per board policy and pay for any other necessary out of pocket expenses.

7.5 As directed by the District prior to the commencement of school, drivers shall be compensated, for up to an eight (8) hour day, to bid for routes, attend the annual staff breakfast, prepare their bus, be familiar with their route and system, participate in in-service activities, etc.

7.6 Regular drivers and transportation supervisors who leave regular employment due to a reduction in force, resignation or retirement and are retained as substitute drivers will maintain their step/rate of pay. Transportation supervisors who return as a substitute will be paid at the driver rate plus appropriate longevity. This section does not apply to substitute regular drivers.

ARTICLE IIIV – PAYROLL DEDUCTIONS

8.1 Required Deductions

The District will make payroll deductions for drivers as required by law, including but not limited to deductions for dues, Paid Family Medical Leave (PFML), deductions for Federal Income Tax, Medicare, contribution act (FICA), Washington State-Retirement System, industrial insurance and absence not covered by authorized leave.

8.2 Voluntary Driver Contributions

Deductions for voluntary driver contributions will be made with appropriate signed driver authorization for: premiums for approved insurance and tax-sheltered annuity programs; payment to the Washington School Employee's Credit Union; and contributions to

charitable organizations, provided five or more District employees wish to donate to the same organization. (School Board Policy 6000)

ARTICLE IX – BENEFITS

LEAVES

The District agrees to provide leave benefits to all drivers. Leaves will be granted with full pay at the driver's current rate unless otherwise stated. For purposes of this article, "days" refers to the regular workday for drivers; thus, days of leave will be granted in direct proportion to each driver's regular workday. Planned leaves require reasonable advance notice.

Drivers on an unpaid leave may continue their insurance coverage, when allowed by the insurance provider, by paying their premiums to the District in advance each month.

The following kinds of leave will be provided by the District:

9.1 Sick Leave

The District will grant each driver ten days of paid sick leave per year. Sick leave may be used for:

1. To care for an employee's child, spouse, registered domestic partner, parent, parent-in-law, grandparent or individual under the primary care of the employee that requires medical treatment, supervision or who has a serious health condition or an emergency condition.
2. Doctor and dentist appointments when appointments must be scheduled during the workday.

The employee shall notify his or her supervisor as soon as possible and no later than one (1) hour prior to his or her starting time, of their inability to work.

The District may require a signed statement from a physician for any absence in excess of five (5) consecutive days

Leave shall be vested when earned and may accumulate to the number of hours in the employee's work year. The employee shall be entitled to use the projected number of days at the beginning of that school year.

Leave shall accumulate from year to year and may be cashed in according to the provisions of State law.

If sick leave benefits are exhausted, the District may grant leave without pay or benefits, upon the recommendation of the Superintendent.

9.2 Association Leave

The District will grant a total of ten (10) days to the Association President, President-elect or a designee for the Association for purposes of negotiations, grievance administration or other meetings. Association leave includes, but is not limited to attendance at District meetings, attendance at regional, District, State and National meetings of the Association, including Representative Assembly.

Association leave will be provided to any member elected or appointed to a regional, WEA Council, state and/or National office. The cost of this leave shall be reimbursed to the District by the Association.

The Association agrees to indemnify and hold harmless the District for any liability incurred by the District in granting such leave.

The Association will reimburse the District for actual cost of employee's base pay and benefits per day.

9.3 Attendance Incentive

Unused sick leave may be accumulated up to a maximum of one hundred eighty (180) days. Drivers are entitled to be compensated for unused sick leave at a rate of one (1) day pay for four (4) days of sick leave, in accordance with School Board Policy 5401.

9.4 Leave Sharing Program

The District is required to follow RCW 28A.400.380, RCW 41.04.650 through .655 and the relevant regulations of Chapter 392-126 WAC.

Sick leave sharing is implemented through School Board Policy 5406 and related procedures located on the district's website. In addition, copies may be obtained from the District Office.

9.5 Family and Medical Leave Act / Paid Family Medical Leave Act

(Refer to School Board Policy 5404: Family Leave for additional information.)

Paid Family Medical Leave

Paid Family Medical Leave (PFML) is a required Washington State Program administered by the Washington Employment Security Department.

Starting on January 1, 2020 a total premium of 0.4 percent up to the social security cap will be assessed to each employee. The employee is responsible for up to 63% of the premium.

Benefits start January 1, 2020 as defined by Washington Employment Security Department.

9.6 Long Term Care Act

Substitute House Bill 1087 Section 9 reads as follows: Beginning January 1, 2022, the employment security department shall assess for each individual in employment with an employer a premium based on the amount of the individual's wages. The initial premium rate is fifty-eight hundredths of one percent of the individual's wages.

Starting January 1, 2022, the District will deduct from employee wages the required premium of fifty-eight hundredths of one percent of the individual's wages as required by the law and administered by Washington State Employment Security Department.

9.7 Bereavement Leave

Each employee shall be entitled to a maximum of five (5) days leave with pay per year for absence caused by death of any employee's child, spouse, parent, sibling, parent-in-law, son or daughter-in-law, brother or sister-in-law, grandchild, grandparent or grandparent-in-law, or any other relative living in employee's home. (School Board Policy 5403)

An employee who has necessarily exhausted such leave during the year, may make application for additional leave occasioned by death of a relative described herein and such leave shall not be unreasonably withheld; provided, however, that leave shall not extend for more than an additional three (3) days and will be deducted from personal leave or sick leave.

Bereavement leave shall be non-cumulative.

Employees may use accrued sick leave or personal leave, at the employee's choice for leave that is not covered under bereavement leave:

1. Up to two days (2) for the death of the employee's niece, nephew, aunt, or uncle.
2. Up to one day (1) for the death of an employee's non-family member.

9.8 Personal Leave

1. Three (3) days of personal leave shall be provided for school year employees to attend to personal or business matters that cannot reasonably be accomplished at times other than during the workday.
2. Personal leave may be used in hourly increments equal to AM/PM route length.
3. Personal leave shall not be taken during the first ten (10) workdays of the school year and the last five (5) work days of the school year without the express approval of the supervisor and only under exceptional circumstances. The reason for the leave requested during these times must be stated and administrative approval is required in advance.

4. Leave shall not be taken before or after a school holiday or three-day weekend without the express approval of the supervisor.
5. Under no circumstances shall leave be granted for purposes in which an employee is engaged in work for compensation other than for the district.
6. Employees shall, whenever possible, give notice to the supervisor of his or her intention to exercise personal leave within (5) days of anticipated leave.
7. Unused personal leave may be accumulated up to a total of five (5) days. Not more than five (5) days can be used in one school year.
8. In the event a member accumulates more than five (5) days of personal leave, excess days will be converted to sick leave at the end of the school year.
9. Personal leave shall not be charged to sick leave.

9.9 Military Leave

Consistent with RCW 38.40.060, the District will grant up to twenty-one (21) days of military leave of absence during each year beginning October 1 and ending the following September 30, to any employee who is a member of the Washington national guard or of the army, navy, air force, coast guard, or marine corps reserve of the United States. The purpose of such leave is for the employee to report for required military duty, training, or drills. Military leave of absence shall be in addition to any personal or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of rating, privileges, or pay. During the period of military leave, the employee shall receive from the District his or her normal pay and will be charged military leave only for days that he or she would be scheduled to work for the District.

Consistent with the provisions of RCW 49.77.030, during a period of military conflict, an employee who is the spouse of a member of the armed forces of the United States, national guard or reserves who has been notified of an impending call or order to active duty or has been deployed is entitled to a total of fifteen (15) days of unpaid leave per deployment after the military spouse has been notified of an impending call or order to activity duty and before deployment or when the military spouse is on leave from deployment.

9.10 Jury Duty and Subpoena Leave

The District will grant paid leave to a driver for the days he or she is required to serve on a jury, provided that any compensation, except for meal allowances and mileage, received by the driver for duty performed on a work day be reimbursed to the District.

Two (2) days paid leave will be granted to drivers subpoenaed as witnesses in court or other legal proceedings, provided that any witness fee is reimbursed to the District, and provided that the driver is not directly or indirectly involved in the proceeding. A driver

may be granted leave without pay when the driver's presence is required in a proceeding in which he or she has an interest.

On any day that a driver is released from jury duty or as a witness by the court and four (4) or more hours of the scheduled workday remains, the driver is to immediately inform his or her supervisor and report to work if requested to do so.

9.11 Leave of Absence

The District may grant leave without compensation to a driver, at the sole discretion of the Superintendent. The request for a leave of absence is to be submitted in writing at least sixty (60) days prior to commencement of the leave and is to specify the duration of and the reason for the request. Denial of a request for a leave of absence is not subject to the grievance procedure.

Employees will notify the District of their intent to return to work by February 1st.

Upon the driver's return to work from an approved leave of absence, the District will recognize the driver as having the same level of seniority as when the driver began the leave of absence and will provide the same rate of compensation as when the leave commenced. When possible, the driver will be assigned to a position of similar duties.

9.12 Professional Pay

All employees subject to this Agreement shall receive up to one professional day annually for the purpose of attending workshops or other vocational improvement training opportunities. If the training takes place during normal work hours, the employee shall suffer no loss in pay for attendance at said training and will be paid for any hours beyond the regular paid day. If the training occurs after normal hours or on a weekend, the employee shall receive compensation at the employee's regular hourly rate for hours of attendance. Requests for utilization of the professional day shall be submitted to and approved by the Transportation Supervisor. Professional days are non-cumulative.

9.13 Unpaid Leave

During the work year, up to five (5) unpaid leave days shall be granted to a driver, with the prior approval of the Transportation Supervisor and the Superintendent. Requests for unpaid leave will be handled on a case-by-case basis. If the request is operationally feasible, it will be approved.

9.14 Insurance

School districts are required to provide Medical Insurance coverage to employees through Washington State Health Care Authority (HCA), School Employee Benefit Board (SEBB) starting January 1, 2020.

The District and employees will comply with the SEBB requirements as set out in state law and HCA rules and regulations, these include but are not limited to the following:

- Eligible employees for medical coverage as defined by HCA.
- Plan offerings, premiums rates and employee contributions are all determined by HCA.
- District payments for employer contribution are determined by HCA.

9.15 Holidays

Each employee working the day before and after a holiday shall receive one day’s pay prorated per FTE for each of the holidays listed:

- | | |
|------------------------|-------------------------------|
| Veteran’s Day | New Year’s Day |
| Thanksgiving Day | Martin Luther King’s Birthday |
| Day after Thanksgiving | Presidents’ Day |
| Day before Christmas | Memorial Day |
| Christmas Day | Labor Day |
| Day after Christmas | |

ARTICLE X – EVALUATION

10.1 All drivers will be evaluated by the Transportation Supervisor or his or her designee, in accordance with board policy.

ARTICLE XI – PROBATION AND DISCIPLINE

11.1 Probation

Each driver newly hired by the District will be employed on a probationary status for the first sixty (60) work days of employment. A driver may be discharged at any time during this probationary period without recourse to the grievance procedure.

11.2 Discipline

The District may institute disciplinary action for driver behavior that adversely affects the driver’s effectiveness on the job, or that Washington State or federal law determines to be sufficient cause for discipline.

An employee shall have the right to have a representative of his or her own choosing present in any situation which may result in discipline and/or adversely affect his or her employment status per Weingarten rights.

Disciplinary action is to be reasonably appropriate to the circumstances, but may include a verbal reprimand, letter placed in the driver’s permanent file, probation, suspension, or discharge, all of which must be for just cause.

In all instances of disciplinary action beyond an oral reprimand, the driver will have the right prior to imposition of the discipline:

1. to have the allegations which precipitated the discipline reduced to writing;
2. an opportunity to rebut the allegations in writing; and

3. to have a representative present.

The discharge of any driver is to take place in accordance with state law.

SECTION XII – EMPLOYEE DUE PROCESS

- 12.1** No employee shall be disciplined without just cause.
- 12.2** Any charges which are made shall be reduced to writing and delivered to the affected individuals and the CUDS representative prior to any formal action being taken.
- 12.3** An employee shall have the right to have a representative of his or her own choosing present in any situation which may adversely affect his or her employment status.
- 12.4** Disciplinary matters shall be subject to the grievance procedure.

SECTION XIII – DISPUTE RESOLUTION

Each driver has the right to present a dispute for resolution as defined in Section 1.17. The affected driver(s) will continue to be employed and work for the District during the time of this process. Each dispute is to be submitted in accordance with the following procedures (like disputes will be handled as one dispute):

- 13.1** The driver will meet first with the Transportation Supervisor to discuss the concern(s) giving rise to the dispute. Such meeting must occur within ten (10) working days of the incident prompting the dispute unless circumstances beyond the control of the driver prevent a timely meeting.
- 13.2** If no mutual understanding and/or settlement of the issue(s) are reached, the driver may submit the grievance in writing to the CUDS. A CUDS representative will meet with a District representative within ten (10) working days from receipt of the written grievance. Both the CUDS and the District may request the presence of others at the meeting. Representatives will be permitted to review District records that are relevant to the grievance.

Any settlement reached in this meeting will be committed to writing and will be subject to signed acceptance by the driver, the CUDS and the District. Such acceptance will be binding upon all parties.

- 13.3** If the District/CUDS meeting does not produce a mutual understanding and/or settlement of the issue within twenty (20) days from the date of the written grievance, the District and the CUDS jointly will appoint an impartial arbitrator to hear the matter and render a final decision. The decision of the arbitrator will be binding on all parties.

LETTER OF AGREEMENT FOR PROFESSIONAL DEVELOPMENT 2021-22

Training is a valued part of the job our drivers do each day. It is our goal to provide the highest quality of training for the Chimacum Drivers. This Letter of Agreement (LOA) sets for the terms and understanding between the Chimacum Drivers and Transportation Specialist and the Chimacum School District to establish training dates for 2021-22.

The above goals will be accomplished by undertaking the following activities:

CUDS members receive two additional required training days as follows:

- October 29, 2021 and March 18, 2022 are conference days where students are not in attendance. Bargaining unit members do not report to work on these days.
- Drivers will attend training in August 2021 for two days to make up for October 29, 2021 and March 18, 2022 conference days.
- October 28, 2021 conference day will be used for training and to review chain procedures for bus tires.

This MOU is at-will and may be modified by mutual agreement by the parties. This LOA shall become effective upon signature by the authorized officials from the Chimacum School District and its Drivers and will remain during the life of this agreement.

Chimacum School District #49



District Representative

10/6/21
Date

Chimacum Drivers and Transportation Specialist



CUDS Representative(s)

10/6/2021
Date

In the event the District and the CUDS cannot agree on an arbitrator within ten (10) working days, the arbitrator will be appointed by the Executive Director of the Public Employment Relations Commission.

ARTICLE XIV – TERM OF AGREEMENT

14.1 This Agreement shall be in effect from September 1, 2021 and shall remain in full force and effect until August 31, 2023 and may by mutual agreement be extended for an additional year.

- a. This agreement shall be reopened should the District go to a single start/one run operation.
- b. To bargain June 19 holiday: Juneteenth.
- c. Reopen to bargain wages for 2022-23 school year.

THIS AGREEMENT has been approved by the CUDS and the District, the following signatures witnessing such approval:

Chimacum School District #49

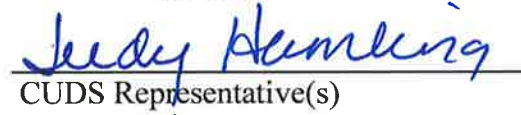


Board Chair

70/4/21

Date

Chimacum Unified Drivers and Specialists (CUDS)



CUDS Representative(s)

10/6/2021

Date

CHIMACUM UNIFIED DRIVERS AND SPECIALISTS 2021-2022

School Year 2021-22	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 10	Year 15	Year 20
Regular Driver	22.55	23.28	23.69	24.10	24.53	24.96	25.39	25.84	26.29
*Transportation Specialist	24.61	25.35	25.75	26.17	26.59	27.02	27.46	27.90	28.35
Stand By 75%	18.46	19.01	19.31	19.63	19.94	20.26	20.59	20.92	21.26

Substitute Driver (95%)	Hourly
School Year 2021-22	21.42

AMOUNT OVER REGULAR DRIVER BASE PAY

2021-23	Hourly
Driver Trainer	2.25
Transportation Specialist	2.00
Ski Bus	+5%

*Included in salary schedule above.

TRIP COMPENSATION

Total Trip Hours	2021-22
4-8:59 hours	25.00
9-15:59 hours	40.00
16 hours/overnight	55.00

Driver Training Costs

The District agrees to pay costs up front for a substitute applicant's training requirements as follows:

- Pay for classroom time
- Pay for fingerprint fee
- Pay for physical
- Pay for CDL
- Increase the substitute rate of pay

Safety Equipment

The District will reimburse employee for actual costs, up to sixty dollars (\$60.00) every two school years to purchase personal vests that meet department requirements as determined by the transportation department director. (See Article 5.1)

Reimbursement for Department of Licensing Medical Certification

The District will reimburse drivers up to \$130.00 every year for out of pocket or deductible expenses with a valid receipt. (See Article 5.3)



CHIMACUM SCHOOL DISTRICT BUS DRIVER EVALUATION

- [] 30-Day (New Employee)
- [] 60-Day (Optional)
- [] 90-Day (New Employee)
- [] Annual

Name: _____ Evaluation Period: _____ to _____
Date Date

	Meets Expectations	*Needs Improvement	*Unsatisfactory	Not Observed
MEETS EXPECTATIONS – Performance or achievement meets District standards and/or expectations of job performance responsibilities.				
NEEDS IMPROVEMENT – Performance or achievement must increase to meet District standards and/or expectations of job performance responsibilities.				
UNSATISFACTORY – Performance or achievement deficiencies seriously interfere with ability to meet District standards and/or expectations of job performance responsibilities.				
JOB KNOWLEDGE/SKILLS				
▪ Performs pre-trip and post-trip inspection of bus to ensure it is in safe operating conditions.				
▪ Keeps interior and exterior of bus clean to an acceptable level.				
▪ Demonstrates good technical driving skills.				
▪ Drives defensively.				
▪ Is courteous, careful, attentive and alert while driving.				
▪ Skill in reading and updating maps.				
▪ Maintains appropriate schedule(s) for the route(s).				
▪ Demonstrates safe lifting procedures.				
Special Education Drivers Only				
▪ Skill in operating lifts and wheelchairs				
STUDENT MANAGEMENT SKILLS				
▪ Disciplines students using positive reinforcement.				
▪ Is cooperative, considerate, tactful and sensitive in managing students.				
▪ Deals with emergencies effectively.				
Special Education Drivers Only				
▪ Communicates effectively with teachers on discipline of students.				
▪ Recognizes individual differences when disciplining students.				
PERSONAL QUALITIES				
▪ Does not lose temper or argue with students, parents or staff.				
▪ Is courteous to others at all times.				
▪ Skill in making decisions quickly.				
▪ Cooperates with building administrators and transportation staff keeping them informed of needed changes.				
▪ Adjusts easily to new assignments or changing working/driving conditions.				
▪ Reports to work on time.				
▪ Good Attendance. (If more than 12 days absence per year, explanation required in evaluator's summary statement)				
▪ Dresses appropriately – neat, clean and well-groomed.				

*If marked, comment by evaluator is required.

Attach evaluator's Summary Statement

Note: Written comments may be submitted by the employee within three calendar days from the date of the evaluations discussion. Employee comments must be dated, signed by the employee and submitted to Human Resources with a copy to the evaluator.

Evaluator's Signature: _____ Date: _____

I have read and had the opportunity to discuss this evaluation with my evaluator. My signature below does not indicate agreement with the evaluation. A copy of this evaluation has been given to me.

Employee's Signature: _____ Date: _____

PORT TOWNSEND / CHIMACUM TRANSPORTATION
DAILY LOG SHEET

PRE-TRIP				POST TRIP	
WALK AROUND		BUS INTERIOR		UNDER THE HOOD CHECK	
/	LEAKS	/	SEATS SECURE	/	Belts, hoses, look between duals, ground for leaks
/	VEHICLE TAMPERING	/	EMERGENCY DOORS - seat & buzzer	BUS INTERIOR & EXTERIOR	
/	THUMP TIRES	/	EMERGENCY EQUIP	/	CHECK ALL GAGES
UNDER THE HOOD		/	HEATER / DEFROSTER	/	ALL SWITCHES OFF before turning off the vehicle
/	OIL LEVEL	/	INTERIOR LIGHTING	/	RADIO OFF
/	TRANSMISSION FLUID - not running	/	PARKING BRAKE	/	CHECK SERVICE STICKER
/	POWER STEERING	/	SERVICE BRAKE	/	CLOSE WINDOWS
/	COOLANT LEVEL	AIR SUPPLY WARNING SYSTEM CHECK		/	CHECK FOR LOOSE ITEMS
/	DRIVE BELTS	**AFTER AM run - hold service brake for 1 min., did you lose more than 3 PSI ?		/	SWEEP / CHECK BUS
/	GENERAL ENGINE	YES	NO	/	BODY OF BUS
START ENGINE		Actual # _____		/	VISUALLY CHECK TIRES
/	GAUGES	Low air warning light & buzzer on before 60 psi		/	DRAIN ALL AIR TANKS
no /	HORN - pm only	YES	NO	/	FUEL BUS
/	RADIO / PA	Actual # _____		/	EMERGENCY DRILLS / TRIPS
/	WASHER FLUID & WIPERS	Emergency brake pops out between 20-45 psi		SPECIAL NEEDS	
WALK AROUND 2		YES	NO		CYCLE LIFT
/	EXTERIOR LIGHTS			CONTACTS IN CASE OF EMERGENCY CO-OP 6:00 AM - 5:00 PM 360.302.5811 RANDY HAUF - Shop Foreman 360.774.0399 JUSTIN KLAASEN - Mechanic 360.531.3979 MONICA MULLIGAN - Director 253.732.2909 LUANN SPITZBART - Trainer / Dispatch 360.301.6072	
/	MIRRORS	**BEFORE PM run - Air builds 50-100 psi less than 3 min @ 1500 RPM			
/	STOP PADDLE	YES	NO		
/	CROSSING ARM				
/	EMERG DOOR- off hand	Air governor cuts off between 120-140 psi			
/	REFLECTIVE TAPE	YES	NO		
SIGNATURE REQUIRED IN INK					

Notes to Mechanic: **SERVICE DUE IN 200 MILES**

PORT TOWNSEND/CHIMACUM TRANSPORTATION DAILY LOG SHEET
ROUTE TIME ADJUSTMENTS MUST BE RECORDED. PLEASE DETAIL THE REASON

DATE _____ VEHICLE # _____ TRIP/ROUTE # _____ DISTRICT: # _____

	1	2	3	4
DRIVER				
REPORT TIME				
DEPART TIME				
RETURN TIME				
BEGINNING MILES				
ENDING MILES				
STUDENT CHECK (Do Post trip and INITIAL)				

PORT TOWNSEND COUNT

	SALISH	BH	PTHS	SALISH SPED	BH SPED	PTHS SPED	PRE SCHOOL	MKV			BREM SKILLS	MID DAY	
AM													
PM													

CHIMACUM COUNT

	CJSH	CES	CCP		CJSH SPED	CES SPED	CCP SPED		PRE SCHOOL	MKV	MADR	BREM SKILLS	MID DAY	
AM														
PM														

Signature _____

SIGNATURE REQUIRED IN INK