



# **Collective Bargaining Agreement**

**By & Between**

**Teamsters Local Union No. 690**

**&**

**Cusick School District No. 59**





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CUSICK SCHOOL DISTRICT #59

September 1, 2018 – August 31, 2021

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## **AGREEMENT**

This Agreement is entered into and is effective this 1<sup>st</sup> day of September 2018, between Cusick School District #59, herein after called the "District/Employer" and Teamsters, Chauffeurs, Helpers and Delivery Drivers Local Union #690, hereinafter called the "Union" and shall remain in full force and effect until the 31<sup>st</sup> day of August 2021.

### **ARTICLE 1 INTENT AND PURPOSE**

1.1 The parties hereto enter into this Collective Bargaining Agreement for the purpose of maintaining harmonious and peaceful labor conditions and establishing methods for a fair and peaceful adjustment of disputes that may arise between the parties. Both parties pledge to cooperate with each other in good faith in the enforcement of the terms of this Agreement. Both parties desire to provide uninterrupted operations to the clients we serve and to provide a secure and productive work environment to the employees of the District.

### **ARTICLE 2 DISTRICT RIGHTS**

2.1 It is agreed that the customary and usual rights, powers, functions and authority of management are vested in management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations and the provisions of this Agreement, is the right to direct the work force; the right to hire, promote, retain, transfer and assign employees in positions; the right to suspend, discharge, demote or take other disciplinary action against employees; the right to release employees from duties because of lack of work or other legitimate reasons. The District shall retain the right to maintain efficiency of the District operations by determining the methods, means and the personnel by which operations undertaken by the employees in the unit are to be conducted.

2.2 DISTRICT RULES: The Union recognizes the right of the Employer to establish reasonable rules as the Employer may deem necessary, provided that such rules shall not be in conflict with the terms of this Agreement.

2.3 Rules shall be in writing, posted and effective six (6) working days after submission to the Union unless the Union objects. Any objections must be specific as to what rule or rules are being objected to.

2.4 Rules referred to in this section shall not be in conflict with disciplinary matters which are covered in Article 12 of this Agreement.

2.5 Rules shall apply equally to all employees of the Employer and any failure of the Union and Employer to agree on such rules shall subject those rules to the Grievance Procedure of this Agreement.

2.6 All presently existing rules shall be submitted to the Union within sixty (60) days after the signing of this Agreement.

### **ARTICLE 3 UNION RECOGNITION**

3.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all regular and regular part time employees (members of the bargaining unit) as is defined herein.

3.2 The bargaining unit covered by this Agreement is recognized as being comprised of all regular and regular part time employees engaged in driving equipment operated out of the Employer's present facility, as defined in Schedule "A" which is part of this Agreement, in Cusick, Washington and/or any future acquired facilities utilized for the purposes of maintaining the Employer's presently existing operation.

3.3 BARGAINING UNIT CLAUSE: Only members of the bargaining unit shall perform work of the bargaining unit; non-bargaining unit employees may perform bargaining unit work only on a temporary basis only. In any event the temporary person(s) would not replace a bargaining unit position.

3.4 All equipment utilized on revenue-producing runs, except charters and shuttling of equipment by mutual consent; shuttling of equipment; special runs; except one (1) van transporting eight (8) people or less; and school runs shall be driven by members of the bargaining unit who shall have been selected from the current roster of seniority under rates and conditions specified by this Agreement.

### **ARTICLE 4 UNION MEMBERSHIP**

4.1 It shall be a condition of employment that all regular and regular part time employees of the Employer, including non-supervisory mechanics, covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirty-first (31<sup>st</sup>) day following the effective date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees who are covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31<sup>st</sup>) day following the beginning of such employment become and remain

members in good standing in the Union provided that where the right of non-association based on bona fide religious tenants or teaching of a church or religious body of which an employee is a member is safeguarded as per RCW 41.56.122. Where the effective date of the Agreement is made retroactive the words "execution date" shall be substituted for the words "effective date" in the foregoing paragraph.

4.2 Any such regular or regular part time employee who does not contribute financial support to this Local Union shall be required to pay all reasonable costs incurred by the Union in the event it processes a grievance on such an individual's behalf including arbitration and court costs.

4.3 Within five (5) days from assignment of an employee for regular or regular part time employment, the Shop Steward shall forward to the Union a completed membership application form signed by the employee. The Employer shall also notify the Union promptly of all employees leaving its employment.

4.4 In the event a regular or regular part time employee fails to apply for or maintain membership in the Union as required in Section 4.1 of this Agreement, the Union may give the Employer notice of this fact and within five (5) days, after receipt of such notice, the service of such employee shall be terminated by the Employer.

4.5 Hold Harmless: It is agreed between the parties that the Union indemnifies and holds the Employer harmless against any actions, claims or liabilities arising from action taken by the Employer in adherence with paragraph 4.4 above.

4.6 For regular or regular part time employees who sign individual authorization forms, the District shall, in accordance with such authorization, deduct from the earnings payable to such regular or regular part time employees, UNION DUES and a check for the deductions shall be remitted to the Union as soon as practical.

4.7 Subject to applicable law, only such authorization shall be revocable by the individual employee as described in the form of authorization.

4.8 Deductions will only be made from the wages of employees who have executed and delivered to the Employer a written authorization.

4.9 No provision of this Article shall apply to the extent that it may be prohibited by law.

## **ARTICLE 5 UNION RIGHTS**

5.1 SHOP STEWARDS: The Employer recognizes the right of the Union to designate Shop Stewards from the Employer's seniority list. In the absence of the Shop Steward, an assistant shall perform the duties of Shop Steward. The authority of the Shop Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

5.2 UNION INVESTIGATION: Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the firm's working schedule. Representatives of the Union shall be permitted to inspect records in the possession of the Employer that are relevant to any grievance which has been reduced to writing.

5.3 BULLETIN BOARDS: The Employer shall provide suitable space for the Union bulletin board at each terminal location. Posting by the Union on such boards shall be confined to official business of the Union.

5.4 NON-DISCRIMINATION: The Employer and the Union shall not unlawfully discriminate against any employee for reasons of race, creed, age, color, sex, national origin, religious belief or marital status.

5.5 Wherever words denoting a specific gender are used in this Agreement, they are intended to apply equally to either gender.

5.6 No member of the Union shall be discharged or discriminated against for upholding Union rules or principles or doing committee work in the interest of the Union, provided it does not interfere with the performance of their duties.

## **ARTICLE 6 LABOR/MANAGEMENT MEETINGS**

6.1 It is mutually agreed that the District and Teamsters Union Local 690 will conduct labor/management meetings for the purpose of resolving problems that may arise relative to the administration of this Agreement. Meetings may be conducted at the request of the Superintendent, his designee, or the Union Representative.

6.2 Each of the parties will designate two (2) representatives to participate in such meetings; however, additional representatives may attend at the request of either

committee provided that no more than five (5) persons shall represent either side unless mutually agreed otherwise.

6.3 Meetings shall be conducted during regular business hours of the District, provided such meetings do not impede normal District operations. If mutually agreed to by both parties, minutes may be taken and an agenda prepared in advance of each meeting.

6.4 All participants have the right to utilize the services of consultants in any deliberations between the parties.

## **ARTICLE 7 HOURS OF WORK AND MINIMUM GUARANTEES**

7.1 All regular and regular part time employees shall be paid for all hours worked. In general "hours worked" shall include all the time a regular and regular part time employee is required by the Employer to be on duty, or on the Employer's premises, or at other prescribed places of work. The Fair Labor Standards Act shall govern this Article.

7.2 Regular employees shall be defined as an employee who works a regularly assigned eight (8) consecutive hour shift, Monday through Friday, 2080 hours per year, provided however, the Employer may assign an employee to a workweek of Tuesday through Saturday, which is followed by two (2) consecutive days of rest. Any time worked in excess of eight (8) hours in one day or forty (40) hours in any one (1) week shall be paid at one and one-half (1.5) times their usual scheduled rate of pay. There shall be no split shifts.

7.3 Regular part time employees shall be defined as an employee who is assigned a regularly scheduled a.m. (morning) shift and/or p.m. (afternoon) shift.

7.4 Regular and regular part-time employees shall be guaranteed a minimum of four (4) hours driving pay per day. This guarantee of hours however shall not preclude the Employer from assigning up to a maximum of two (2) part-time regular employees a scheduled AM morning shift with a guaranteed minimum of two (2) hours driving pay per day. Regular and part-time employees shall be paid time and one-half (1.5) their scheduled rate of pay for all time recorded after eight (8) hours in any one day.

Standby time will not count towards overtime. Standby pay is \$10.50 an hour, or Washington State minimum wage, whichever is greater. (see also Section 14.5).

Regular or regular part time employees who are regularly scheduled on a.m. (morning) shift or a p.m. (afternoon) shift and absents himself/herself from work



because of illness, etc., shall be guaranteed a minimum of one (1) hour pay or the number of actual hours worked, whichever is the greater.

GENERAL PROVISIONS: 7.5 For the purposes of the Article the employee's workweek shall begin on Sunday and end on Saturday

7.6 Employees scheduled to work more than four (4) consecutive hours shall receive a lunch period of not less than thirty (30) minutes, in approximately the middle of the shift, and any employee who has worked over two (2) hours of overtime shall, at that point, be provided with an additional lunch break of thirty (30) minutes.

7.7 Regular employees scheduled to work more than four (4) hours shall receive a paid fifteen (15) minute rest period in approximately the middle of the four (4) hour work period and employees scheduled to work eight (8) hours shall receive a paid fifteen (15) minute rest period at approximately the start of the sixth (6<sup>th</sup>) hour of work. Employees working one (1) hour or more of overtime shall be granted a paid ten (10) minute rest period before commencing the overtime work and an additional paid ten (10) minute rest period shall be granted after each two (2) hours of overtime.

7.8 Any regular or regular part time employee who reports for work as scheduled and through no fault of his/her own does not work shall receive a guaranteed minimum of **two (2)** hour's pay.

7.9 A substitute employee shall be defined as a non-bargaining unit person who is readily available to work and is subject to call, but who is not required to report to the terminal each day.

7.10 Should school be cancelled, any employee reporting for work as scheduled beginning before 7:00 a.m. must be notified of the cancellation before 6:00 a.m. or be paid the applicable guarantee. Notice of school cancellation shall be by telephone before 6:00 a.m. and this shall constitute official notice. All employees shall provide the District with an accessible phone number.

7.11 Regular and regular part time employees shall be assigned to a definite shift and workweek schedule, which shall not be changed without two (2) calendar weeks prior notice to the employee except in unforeseen emergency situations.

7.12 **TIME BETWEEN SHIFTS:** Time between shifts shall comply with applicable law. At least six (6) hours must elapse between the time an employee completes their shift and/or run and the time he/she is required to start their next morning shift. The employer shall pay a premium of one and one-half (1 ½) for the morning shift if less than six (6) hours has elapsed. The affected driver may also be allowed to receive the morning shift off with pay instead of working, provided there is a replacement driver.

7.13 No employee covered by this Agreement shall suffer any loss in wages or work opportunities during Parent/Teacher or in-service days as established by the District. Employees shall be given the opportunity to perform work for the district during this time to make up for these hours. Written work opportunities and scheduling of such work shall be presented and communicated by the Employer in a timely manner to provide such work accommodations.

7.14 In the event of a mistake in pay the matter will be corrected not later than the next period after the business office is notified of this error.

## **ARTICLE 8 HOLIDAYS**

8.1 All regular employees shall receive the following paid holidays that fall within their work year:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	

8.2 If any work is performed by regular or regular part time employees on the above listed holidays, compensation at one and one-half (1.5) times their regular hourly rate shall be paid.

8.3 No employee shall be called on such holiday for less than four (4) hours.

## **ARTICLE 9 VACATION**

9.1 All regular employees are entitled to ten (10) days of vacation with pay to be taken the year following the employee's first year of employment.

9.2 All regular employees are entitled to fifteen (15) days of vacation with pay after five (5) years of employment.

9.3 Should a regular employee leave the employ of the Employer for any reason he/she shall be entitled to vacation pay based on a pro-rata formula consistent with the above earned vacation accrual. Vacation accrued shall not exceed twenty (20) days.

However, if the employee, through no fault of his/her own, cannot use earned vacation days over the twenty (20) days limit, he/she shall be paid for the extra days.

## **ARTICLE 10 WAGES AND BONUSES**

10.1 Wages for employees subject to this Agreement are contained in the Agreement in Schedule "A".

## **ARTICLE 11 SICK LEAVE**

11.1 Each employee shall accumulate one (1) days of sick leave for each calendar month worked; provided however, that no regular or regular part time employee shall accrue more than ten (10) days of sick leave per school year. An employee who works eleven (11) working days in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated for one hundred eighty (180) days or the Employer's highest work year, whichever is greater. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. Upon leaving employment with Cusick School District for any reason, used but unearned sick leave shall be deducted from final pay check. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided however, that, should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly basis.

11.2 The Employer shall allow an employee to use the employee's accrued sick leave for employee illness, illness of spouse, parent, step-parent, or illness of a dependent child of employee under the age of eighteen (18) with a health condition that requires treatment or supervision, as provided in RCW 49.12.005 as amended. This leave shall be deducted from sick leave.

11.3 If, in the opinion of the Superintendent or his designee, sick leave is being abused, after a total of five (5) days of sick leave the District is hereby authorized to request written verification from the employee's doctor that sick leave is necessary.

11.4 SICK LEAVE BUY BACK UPON RETIREMENT: Upon retirement or death of an employee, accumulated sick leave may be converted to monetary compensation at a

rate of conversion equal to a ration of one (1) to four (4) (one (1) day paid for every four (4) days accumulated sick leave).

**11.5 EMERGENCY LEAVE:** Employees may be granted no more than two (2) days (noncumulative) per year and may be taken in the case of emergencies as defined in District Policy. Any leave used as emergency leave shall be deducted from accumulated sick leave, or in the event sick leave has been exhausted, leave may be granted without pay. Any personal days allowed by the District must be applied and used first. Prior notification must precede absence from job duties.

**11.6 BEREAVEMENT LEAVE:** Bereavement leave of up to five (5) days shall be granted to an employee for the death of employee's child, spouse, parent, step-parent, grandparent, sibling or parent-in-law. This leave is non-cumulative and shall not be deducted from sick leave.

**11.7 FAMILY AND MEDICAL LEAVE:** Leave will be provided pursuant to Policy No. 5323 for up to twelve (12) weeks of unpaid, job protect leave to eligible employees for certain family and medical reasons.

**11.8 Personal Leave:** Each classified employee shall have three (3) personal leave days with pay each year. If possible, notification will be provided two (2) days in advance to the Superintendent. This leave shall not be deducted from sick leave. Personal Leave may not be carried over from year to year. Personal leave may not be used in the first week, or the last week of school. In an emergency, the employee may request personal leave with the Superintendent's approval on a non-precedent setting basis. Employees will be allowed to cash out unused personal leave in 4-hour increments, up to three days of personal leave at the following rates:

4 Hours = Per Diem  
8 Hours = Per Diem  
12 Hours = Per Diem

Employees will receive in their August paychecks, the cash value of any eligible personal leave per terms of this section.

**11.9 MATERNITY LEAVE:** The provisions of the Sick Leave Policy, Section 10.1, shall govern requests for maternity leave with the following additions: The District will receive from the doctor of the prospective mother as soon as the condition is known, a statement of the prospective mother's health and the doctor's opinion of the confinement date. Beginning the fifth (5<sup>th</sup>) month of pregnancy, and at the request of the Transportation Supervisor and/or Superintendent at reasonable times thereafter,

the employee will supply the principal with a doctor's certificate that the prospective mother's health is such that she can continue her responsibilities.

**11.10 LEAVE OF ABSENCE:** Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of absence without pay for a period of one (1) year; provided however, if such leave is granted due to extended illness, one (1) additional year may be granted. The Union and Employer may extend the two (2) year leave, provided a favorable prognosis for return is presented by the employee's medical service provider.

**11.11** The returning employee will be assigned to the same position occupied before the leave of absence; provided however, that if the position is no longer in existence such employee shall be assigned to a position in the same general job classification of substantially equal status and equal pay. Employees hired to fill positions of employees on leave of absence will be hired for a specific period of time during which they shall be subject to all relevant provisions of this Agreement. It shall be the responsibility of the Union Shop Steward to inform replacement employees of these provisions.

**11.12** The employee will retain accrued sick leave, vested vacation rights and seniority rights while on leave of absence. However, vacation credits and sick leave shall not accrue while the employee is on leave of absence.

**11.13 NATURAL DISASTERS:** In the event that school is closed due to the occurrence of a natural disaster and the number of days of closure is not made up the employee shall be given the option of making up the time lost, or of not receiving payment for days not worked because of the natural disaster.

**11.14 JUDICIAL LEAVE:** In the event an employee is summoned to serve as a juror or appear as a witness in court or is named a co-defendant with the District, such employee shall receive a normal day's pay for each day of required presence in court; provided however, that any compensation received for such service shall be endorsed by the employee and paid in full to the District. The District shall then make payment to the employee which shall not exceed the employee's normal daily pay less bona-fide expenses. In the event that an employee is a party in a court action such employee may request a leave of absence.

**11.15 PATERNITY LEAVE:** A male employee, upon request, shall be granted up to three (3) days of leave. Such leave shall be deducted from sick leave.

**11.16** Any employee abusing Articles 11.1 – 11.13 may be subject to disciplinary action.

**ARTICLE 12**  
**PROBATION, SENORITY AND LAYOFF PROCEDURES**

12.1 Upon becoming a regular or regular part time employee, a probationary period of sixty (60) calendar days shall be served. This shall follow the hire date, during which time the District may discharge such employee at its discretion without recourse to the Grievance Procedure. After sixty (60) calendar days of employment the name of the employee shall appear on the seniority list as of the first date of employment (hire date) and such employee shall be subject to all the rights and duties contained in this Agreement retroactive to the hire date. No employee shall be required to serve more than one (1) probationary period.

12.2 SENIORITY RIGHTS: Seniority rights of an employee shall be lost for the following reasons:

- 1) Discharge for just cause,
- 2) Voluntary quit,
- 3) Layoff or leave of absence exceeding twenty-four (24) months, except as provided by Section 11.8,
- 4) Failure of an employee to return to work upon recall from a layoff within ten (10) workdays after receipt of written notice from the Employer at his/her last known address appearing on the Employer's records.

12.3 Seniority shall prevail in the event of reduction or recall of the work force, filling vacancies and determining work and route assignments, bids, etc. and eligibility for other trips as specified elsewhere in this Agreement.

12.4 Layoffs shall be determined by seniority; the employee with the least amount of seniority shall be laid off first. Laid off employees who have seniority rights in accordance with Section 11.1 above shall be recalled prior to any new hires in reverse order of layoff.

12.5 The employee with the first right of refusal who has the earliest hire date shall have preferential rights regarding shift selection, personal days, vacation periods if applicable and special services (including overtime).

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

## **ARTICLE 13**

### **WARNING NOTICE AND DISCHARGE**

13.1 The parties agree that the purpose of progressive discipline is to allow a bargaining unit employee proper notice of performance deficiency, the opportunity to improve performance.

13.2 Progressive discipline involves verbal counseling and one (1) or more written warnings or suspensions before termination. However, exceptions or deviations from the normal procedure may occur whenever the Employer deems that the circumstances are sufficiently serious in nature to warrant immediate termination. It should be remembered that employment is at the mutual consent of the employee and Employer, except as may be otherwise provided in this Agreement.

13.3 In matters of discipline, the employee shall be afforded the right to have a Union representative present, in accordance with the Weingarten rights. Prior to discharge or suspension, the employee shall have the right to a meeting at which time he/she shall be presented with the facts of the charges against him/her, and a summary of the Employer's evidence against him/her. The employee shall have the right to respond to said charges.

The District has adopted a progressive discipline policy to insure a non-discriminatory method of disciplining employees. As noted in Section 13.1 above, exceptions or deviations may occur when circumstances warrant progressive steps to be skipped for immediate termination. Discipline is the responsibility of management. Disciplinary actions or measures shall include the following:

- 1) Oral reprimand,
- 2) Written reprimand (written notice with reasons to be given by the Employer),
- 3) Suspension (written notice to be given to employee with reasons within one (1) workday of action),
- 4) Discharge (written notice to be given employee with reasons within one (1) workday of action).

Any disciplinary action or measure taken against a regular employee may be processed as a grievance through the regular grievance procedure.

13.5 The Employer shall not impose a disciplinary discharge upon any employee without just cause. The employee and his/her Union shall be notified in writing that an employee has been suspended, demoted or discharged.

13.6 Transportation Supervisor will evaluate all regular part time drivers and mechanics using Evaluation Tool at least once annually. Said Evaluation Tool shall be Schedule B. If a driver deficiency is noted during evaluation, a thirty-(30) day period will be given to retrain and correct the deficiency.

13.7 PERSONNEL FILES: Employees shall have the right to review material in their personnel files maintained in the Employer's personnel office during regular business hours. The employee may have a representative of the Union accompany him/her if so desired. Upon request copies of documents in the personnel file shall be provided to the employee.

The personnel file will contain all evaluation reports that have been completed by an authorized administrator and such other material that would assist in evaluating the employee.

Materials judged by the employee to be negative and/or derogatory may be answered by the employee in writing. Such written response shall be attached to the material in question and become part of the personnel file.

Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files shall be confidential and shall restrict the use of information in the files to official use by the Employer and shall make disclosure to outside parties only as required pursuant to RCW 42.17.

After three (3) years an employee may request that derogatory material, other than yearly evaluations, be expunged from his/her file. Decisions on such request shall be made by the Employer in consultation with the Union.

## **ARTICLE 14**

### **MISCELLANEOUS PROVISIONS**

14.1 UNSAFE EQUIPMENT: The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement when employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because it is not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by any other drivers until the maintenance department has adjusted the complaint.

14.2 UNIFORMS: In the event the Employer requires the employees to wear uniforms, they shall be furnished at the Employer's expense.



14.3 CLASS ATTENDANCE: All employees shall be paid the prevailing federal minimum hourly wage rate for any Washington state required courses to maintain the Driving Certificate such as, but not limited to, the Washington State school bus driver training course and the state approved first aid course provided by the Employer and for driving dry runs if required to do so by the Employer. Such payment is to be made at the pay period following completion of said course or run except that new employees shall receive payment for the number of hours mandated by the State of Washington school bus driver training course no earlier than the pay period following completion of their probationary period.

There shall be an Orientation/Safety Meeting, required by the Cusick School District, held once annually on the day of the route bidding prior to the beginning of the school year.

14.4 PHYSICAL EXAMINATIONS: In the event that any physical examination of any kind is required to obtain a School Bus Driving Certificate, and/or in the event that any physical exam is required as a condition of continued employment, the Employer shall pay the cost of the DOT (Department of Transportation) physical examination; but, if for any reason the driver does not qualify for certification, and cost of further examination is the responsibility of the driver.

The Employer reserves the right to designate the physician who will administer the physical examination. Employee may utilize "professional leave" to obtain physical (see Absence Report form). Employee may utilize a total of three (3) hours of professional leave to obtain physical.

14.5 EXTRA RUNS: Employees performing this extra service for the District on a regular scheduled workday shall be paid for all hours at their regular rate of pay with the payment of time and one-half (1.5) for driving over eight (8) hours per day. The four-(4) hour show-up time shall count for the purpose of computing overtime.

**Drivers who bid extra trips that take less than two (2) hours of drive time in duration but require the driver to give up their regular route, will be guaranteed to be paid a minimum of two (2) hours at their regular rate before the stand-by rate goes into effect.**

Employees scheduled to work a 6<sup>th</sup> or 7<sup>th</sup> consecutive day **on a 5-day work week or the 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> day on a 4-day work week** shall be paid their regularly scheduled rate for the first four (4) hours per day with time and one-half (1.5) for all hours worked over four (4). For administrative purpose only, trips requiring overtime pay require pre-approval of Superintendent or designee. **All extra run trips will go through the regular bid process. However, after bidding a 5<sup>th</sup> consecutive day trip, prior to the same employee bidding a 6<sup>th</sup> or 7<sup>th</sup> consecutive day trip,**

**all other employees must have a chance to bid, unless said trip requires an overnight stay.**

All time spent in service or stand-by shall be paid at the rate of **\$14.00** an hour, or Washington State minimum wage, whichever is greater; however, in service or stand-by time shall not count for the purpose of computing daily overtime.

Employees shall receive portal-to-portal pay when their supervisory services are necessary.

14.6 OVERNIGHT CHARTERS: Employees performing an overnight charter service for the District shall be compensated as provided above in 14.5 with actual expenses for meals and room accommodations paid for by the District. **Any employee required to assist school staff as a chaperone or other monitor on overnight trips, will receive their normal rate of pay during all working hours worked in such position. This excludes time spent sleeping on overnight trips.**

14.7 All field trips involving transportation are to be posted in the bus garage. Assignment of extra runs shall be assigned in seniority order with first right of refusal to regular part-time employees. In the event no regular part-time employee wishes to drive a trip a substitute driver may be assigned. At least one coach must ride the bus during transportation to and from sporting events.

14.8 Cusick Consolidated School District #59 and Teamsters 690 agree that extra-curricular runs classified as transportation sharing runs with other area districts shall be administered based on a fair and equal number of trips throughout the term of this Agreement. The Employer will post all jointly scheduled trips one (1) week prior to departure.

14.9 Management will attempt to provide to the mechanic/ dispatcher all tools and diagnostic equipment necessary to maintain and repair the new busses. If management is unable to provide specific equipment/ tools they will provide repair tickets for such work to ensure that the mechanic has the ability to maintain a safe and ready fleet. Also management agrees to provide specific training and or diagnostic software to assist the mechanic in completing his/her duties.

14.10 Drivers will notify the transportation supervisor of all accidents or driving infractions immediately after they occur, or whenever practical.

14.11 The district will attempt to not make any schedule changes on trips less than 72 hours before they depart.

14.12 COMMERCIAL DRIVER LICENSE: The District will reimburse the cost for the renewal of the Commercial Driver's License, once said employee drives a designated number of hours over a two (2) year period. The reimbursement will be made in two (2) installments. 50% will be reimbursed after the employee drives at least 300 hours in year one. The additional 50% will be reimbursed after the employee drives at least 300 hours in year two. These hours may be accumulated through regular route driving or extra runs.

14.13 WELLNESS: Regular or regular part time employees after the completion of probation will be provided a membership to the Camas Wellness Center. A monthly calendar must be turned into the District Office documenting the employee's use of the Wellness Center at least twelve (12) days per month. After a second month of not meeting the minimum usage requirement without a valid reason, will be cause for the employee to lose this benefit until the next contractual year.

14.14 Video Cameras: Video cameras are a tool to assist drivers in monitoring students on the bus and a driver may request a camera to assist in identifying a problem. A camera may be installed on a bus without the driver's knowledge. However, the Union shall have access to review and copies of recorded media in the course of representing a member in disciplinary matters. Assignments/placement of cameras shall be directed by the Transportation Supervisor and/or Superintendent. No employee shall be disciplined or discharged, if such discipline or discharge is based solely upon information received from video cameras installed in a bus, unless evidence from the video shows that an actual crime was committed.

## **ARTICLE 15 GRIEVANCE PROCEDURE**

15.1 Grievances or complaints arising between the District and its employees shall be defined as matters dealing with the interpretation or application of the terms and conditions of this Agreement.

15.2 Employees shall first discuss any grievance with the Transportation Supervisor. If the employee so wishes, he/she may be accompanied by a Union representative/shop steward at such discussion.

15.3 All grievances not brought to the Transportation Supervisor within thirty (30) calendar days of the occurrence of the grievance shall be invalid and subject to not further processing.

15.4 The Transportation Supervisor shall have ten (10) calendar days in which to respond. If the Transportation Supervisor denies the grievance the employee shall

have ten (10) calendar days from receipt of the denial to submit the grievance to the Superintendent.

15.5 Prior to submitting any grievance to the Superintendent the grievant must first submit his/her grievance to the appropriate Union representative.

15.6 The Superintendent shall have ten (10) calendar days in which to respond. If the Superintendent denies the grievance the employee shall have ten (10) calendar days from receipt of the denial to submit the grievance as provided in Section 15.7

15.7 If no settlement has been reached within the thirty (30) days referred to in the preceding subsections, and the Union believes the grievance to be valid, the Union may demand arbitration of the grievance. Any dispute, claim or grievance arising out of or relating to the interpretation or the application of this Agreement shall then be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties further agree to accept the arbitrator's award as final and binding upon them. The cost of arbitration shall be shared equally and shall only apply to the fee and expenses associated with the arbitrator, and each party bears the expense of prosecuting its own case.

## **ARTICLE 16**

### **NO STRIKES, NO LOCKOUTS AND PICKETS**

16.1 The Employer agrees that, as long as this Agreement is in effect, there shall be no lockouts.

16.2 The Union and the employees covered by this Agreement agree that as long as this agreement is in effect, there shall be no strikes, sit-downs, slowdowns, stoppages of work or any unlawful acts that interfere with the Employer's operation.

## **ARTICLE 17**

### **BIDDING AND JOB VACANCIES**

17.1 All day routes will be posted the first day of school. All day routes shall be open for bid and assigned by seniority on Friday the end of the second full week of school. Preferential treatment of individual drivers shall be avoided. Bids indicated the type of vehicle. Drivers must be qualified on the vehicle in order to bid a particular route. Routes may be adjusted as needed to accommodate student needs. A mechanic may perform minimal and diminimus driving duties as a substitute driver (in conjunction with the job duties and responsibilities outlined in the current classification description).

17.2 As routes becoming vacant during the school year shall be subject to bidding according to seniority within seven (7) working days and shall be posted for at least forty-eight (48) hours for information to bidders.

17.3 Once an employee successfully bids a new route or a route which becomes vacant during the school year (as provided above) he/she will be prohibited from bidding for another new or vacant route for the remaining school year.

17.4 With mutual consent of the Union and the Employer, the Employer may reassign an employee to a route.

17.5 An employee's route (assignment) will be held open for twelve (12) weeks while on approved family/medical leave pursuant to District Policy and the route will be filled by assignment during this period. If the leave exceeds twelve (12) weeks or two (2) personal leaves exceed twelve (12) weeks the employee's route will be subject to bid as specified above. When the employee returns, they will be returned to their original route.

17.6 If an employee's assigned route is eliminated, the employee shall bump the least senior regular part-time employee in the bargaining unit, assuming vehicle qualifications.

## **ARTICLE 18**

### **MEDICAL, PRESCRIPTION DRUGS, DENTAL, VISION PROGRAMS AND INSURANCE**

18.1 The District shall provide state allocated dollars per month per FTE toward insurance premiums of those employees enrolled in District approved insurance programs. For insurance purposes a FTE shall be defined as one thousand four hundred forty (1440) hours worked per year. Those employees working less than one thousand four hundred forty (1440) hours per year shall receive a pro-rated amount of the state allocated dollars per month as their hours worked bears to one thousand four hundred forty (1440) years per year. Unused funds shall be pooled to be used within the bargaining unit by bargaining unit employees.

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

18.3 The District shall make contributions to the Washington State Unemployment Compensation Fund requisite to providing unemployment benefits for all employees subject to this Agreement; provided, however, that such coverage shall start in accordance with directives from the office of the State Superintendent of Public Instruction effective January 1, 1978.

18.4 The District's contribution is limited to the state's appropriation based on FTE basis.

18.5 Employees shall be offered Section 125 of the IRS Code. "Benefits" shall be pooled according to majority vote within this bargaining group.

## **ARTICLE 19 PENSION**

The District will contribute to the state retirement system for all regular and part-time regular employees covered by this Agreement who qualify based upon the provisions of the Washington State Employees Retirement System.

## **ARTICLE 20 SEVERABILITY**

If any article or section of this Agreement should be held to be invalid by operation of law or by any tribunal of competent jurisdiction, the balance of the Agreement shall continue in full force and effect until or unless modified by mutual agreement of the parties.

## **ARTICLE 21 SALARIES AND EMPLOYEE COMPENSATION**

21.1 Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked and rates paid with each paycheck.

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

21.3 Employees subject to this Agreement shall receive their compensation in twelve (12) monthly payments.

21.4 PAYDAY: Employee's paydays shall be the last business day of the month. Should the state legislature or Supreme Court change the current funding laws, salary shall be reopened for negotiations.

21.5 The District will not disclose personnel matters so covered except in compliance with the law.

21.6 Any employee who changes job classification or positions within the bargaining unit shall receive full longevity credit. This shall apply to all bargaining unit employees.

21.7 First consideration for regular part-time openings will be given to substitutes for time worked based on initial hire date. Such decisions shall not be arbitrary, capricious or discriminatory. Credit for substitute driving is awarded based on actual hours worked.

## **ARTICLE 22 DURATION CLAUSE**

This Agreement shall become effective as of September 1, 2018 and shall continue in effect up to and including August 31, 2021.

CUSICK SCHOOL DISTRICT NO. 59

TEAMSTERS LOCAL 690

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Don Hawpe, Superintendent

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Val Holstrom, Secretary-Treasurer

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Taj Wilkerson, Business Representative

**SCHEDULE A  
CUSICK SCHOOL DISTRICT NO. 59  
TRANSPORTATION DEPARTMENT SALARIES**

**2016 – 2019**

SEE attached



VEBA III AGREEMENT  
BETWEEN  
TEAMSTERS LOCAL 690 AND CUSICK SCHOOL DISTRICT

This District has adopted the VEBA III Sick Leave Conversion Medical Reimbursement Plan (the "Plan") pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all employees in the group who are eligible to participate in the Plan by reason of having excess sick leave conversion rights. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave credits to the account of such employee available for contribution on an annual basis and at retirement in accordance with the statute. It is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with the statute. If an eligible employee fails to sign and submit such agreement to the District he/she will not be permitted to participate in the Plan at any time during the term of this Agreement, and any and all excess sick leave which, in the absence of this Agreement, would accrue to such employee during the term hereof shall be forfeited together with all cash conversion rights that pertain to such excess sick leave.

**Retirement Sick Leave Conversion:** For purpose of retirement contributions to the Plan all employees covered by this Agreement who retire during the term hereof shall be eligible, and excess sick leave shall be defined as sick leave days accruing to the credit of such employee during the term of this Agreement.

**Annual Sick Leave Conversion:** Eligibility for participation on an annual basis is limited to employees who have accumulated 180 days of unused sick leave. To be eligible during the term of this Agreement, an employee must have accumulated at least 180 days of unused sick leave as of the effective date of this Agreement.

The parties agree that the Plan shall cover {mark one}:

☐ Retirement Sick Leave Compensation Benefits only.

☐ Both Retirement and Annual Sick Leave Conversation Benefits.

The term of this Agreement shall be from September 1, 2016 to August 31, 2018.

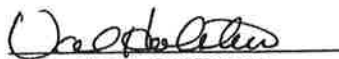
Dated 31 day of August, 2016

Cusick School District No. 59

  
Don Hawpe, Superintendent

8/31/16

Teamsters Local 690

  
Val Holstrom, Sec-Treasurer  
20 Sept '16

MEMORANDUM OF AGREEMENT

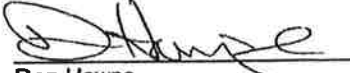
Between  
Cusick School District  
And  
Teamsters Local Union No. 690

The above parties have discussed the issue of Teamster member bus drivers working additional hours in other positions with the School District. Central to the discussion was medical benefits options for persons so employed.

The two parties jointly set forth below, certain administrative features and implementation of agreement to modify Article 18 of the Collective Bargaining Agreement.

1. A Bargaining Unit member who engages in other regularly scheduled work with the School District, in an amount equal to their Teamster hours, shall have the option to choose either group's benefit plan.
2. Unused pooling dollars shall be split at a ratio equal to that of hours worked in the respective groups, on an annualized basis. At no time shall the Teamster group pool receive less than fifty percent (50%) of an employee's unused funds.
3. Members maintain the right to vote annually on choice of District benefits plans. Choice of benefit plan shall be established by a minimum approval rate of seventy-five percent (75%) of the members.
4. The parties will meet annually, prior to July 1<sup>st</sup>, to review and discuss renewal of this Memorandum of Agreement.

  
Val Holstrom  
Secretary-Treasurer  
Teamsters Local 690

  
Don Hawpe  
Superintendent of Schools  
Cusick School District No. 59

Date: 80 Sept '16

Date: 8/31/16

**SCHEDULE B**  
**Classified Personnel Evaluation**  
**Cusick School District No. 59**

Name: \_\_\_\_\_ Position: \_\_\_\_\_

«Position Years» Number of years in this position      «Years with District» Number of  
years with district

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1. Quality of work performed:  
\_\_\_\_\_ Satisfactory      \_\_\_\_\_ Needs Improvement      \_\_\_\_\_ Unsatisfactory  
*Comments:*

2. Timeliness and quantity of work produced:  
\_\_\_\_\_ Satisfactory      \_\_\_\_\_ Needs Improvement      \_\_\_\_\_ Unsatisfactory  
*Comments:*

3. Initiative in furthering organizational goals:  
\_\_\_\_\_ Satisfactory      \_\_\_\_\_ Needs Improvement      \_\_\_\_\_ Unsatisfactory  
*Comments:*

4. Cooperation in organizational procedures:  
\_\_\_\_\_ Satisfactory      \_\_\_\_\_ Needs Improvement      \_\_\_\_\_ Unsatisfactory  
*Comments:*

5. Appearance appropriate to job function:  
\_\_\_\_\_ Satisfactory \_\_\_\_\_ Needs Improvement \_\_\_\_\_ Unsatisfactory  
*Comments:*

6. Public relations:  
\_\_\_\_\_ Satisfactory \_\_\_\_\_ Needs Improvement \_\_\_\_\_ Unsatisfactory  
*Comments:*

7. Dependability and punctuality:  
\_\_\_\_\_ Satisfactory \_\_\_\_\_ Needs Improvement \_\_\_\_\_ Unsatisfactory  
*Comments:*

8. Mature behavior and sound judgment:  
\_\_\_\_\_ Satisfactory \_\_\_\_\_ Needs Improvement \_\_\_\_\_ Unsatisfactory  
*Comments:*

DATE: \_\_\_\_\_ place "X" here if employee attaching a written statement.

\_\_\_\_\_  
*Signature of Employee*

\_\_\_\_\_  
*Signature and Title of Supervisor (evaluator)*

Original: Central Office

Copy: Supervisor

Copy: Employee