COLLECTIVE BARGAINING AGREEMENT BETWEEN

Chehalis School District #302

AND

Chehalis Transportation

SEPTEMBER 1, 2017 THROUGH AUGUST 31, 2020

Public School Employees of Washington/SEIU Local 1948
PO Box 798
Auburn, WA 98071-0798
866.820.5652
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**Supplemental Trips - Driver Responsibilities**

**EMPLOYEE EVALUATION REPORT**

**MEMORANDUM OF UNDERSTANDING**
DECLARATION OF PRINCIPLES

1. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.

2. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, and to establish a basic understanding relative to providing means of amicable discussion and adjustment of matters of mutual interest.

PREAMBLE

This Agreement is made and entered into between Chehalis School District #302 hereinafter (“District”) and Public School Employees of Chehalis School District, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter “Association”).

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows.

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.
The District hereby recognizes the PSE Association as the exclusive representative of all bargaining unit members as described in Section 1.5., hereinafter referred to as employees. The Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2.
Nothing contained herein shall be construed to include in the bargaining unit the transportation supervisor, assistant transportation supervisor, superintendent, assistant superintendent, director of business and operations, deputy, administrative assistant, secretary, or other like or similar supervisory or administrative positions. Such positions necessarily imply a confidential relationship to the Board of Directors or superintendent of the District pursuant to RCW 41.56.030 (2).

Section 1.3.
Within thirty (30) working days following execution of this contract, the District will provide the Association with complete job descriptions for all employees subject to this Agreement.

Section 1.4.
The District will provide the Association with such amendments, changes, and additions to job descriptions as they may occur from time to time.
**Section 1.5.**
The bargaining unit to which this Agreement is applicable shall consist of all classified employees filling positions in the general job classifications of transportation driver, fueler, and bus monitor, as presented on Schedule A. All substitute drivers shall be paid at Step 1 - Transportation Driver on Schedule A, with that being the sole provision of this agreement applicable to substitute drivers.

**Section 1.6.**
The District shall, prior to June 30 of each school year, notify each transportation driver and monitor in writing as to the date, time and place for bidding for work for the ensuing school year. The work shall be bid on at the in-service meeting as indicated in the above mentioned notification. If such notice is mailed, it shall be sent to the employee's most current address on file. It is the employee's responsibility to provide the District with the most current mailing address.

**ARTICLE II**

**RIGHTS OF THE EMPLOYER**

**Section 2.1.**
It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in the District except as specifically and expressly relinquished by this Agreement.

**Section 2.2.**
The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to wages, hours, and matters of working conditions the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement.

**Section 2.3.**
The names of elected officers and elected or appointed committee members of the Association shall be provided in writing to the superintendent of the District within ten (10) working days after their election or appointment.

**Section 2.4.**
The Board acts by and through its administrative and supervisory staff. The parties, therefore, jointly recognize that pursuant to the laws of Washington State, the Board has the responsibility for formulation and implementation of policies and rules governing the educational program and services of the District. No delegation of such responsibility is intended or to be implied by any provisions of this Agreement.

**Section 2.5.**
The District retains all the customary, usual and exclusive rights, decision-making functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the District or any part of it, consistent with the laws of the State of Washington. Rights of members in the bargaining unit and the Association are limited to those set forth in this Agreement or provided by Washington statute, and the District retains all functions and rights not limited by the terms of the Agreement or by Washington statute.
Section 2.6.
Without limiting the generality of the foregoing, it is expressly recognized that the Board’s operational and managerial responsibility includes:

a. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or to close old facilities.
b. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations.
c. The right to enforce the policies and procedures now in effect, and to establish new policies and procedures, not in conflict with this Agreement.
d. The District shall retain the right of District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.
e. The direction, arrangement, and assignment of all the working forces in the system, including the right to hire, suspend, discharge or discipline, or transfer bargaining unit members.
f. The creation, combination, modification or elimination of any position consistent with applicable reduction in force (RIF) procedures.
g. The establishment of Board-approved curriculum.
h. Sole responsibility for evaluation of District employees.

Section 2.7.
Nothing in this Agreement shall limit the District’s right to contract or subcontract work that is in addition to that work normally performed by the employees in the bargaining unit. If the District determines it must alter or eliminate any operation which would reduce or eliminate any position in the bargaining unit, it shall inform the Association and permit the Association the opportunity of input on the matter prior to implementation of such alteration or elimination and/or bargain if required by law.

Section 2.8.
During the term of this Agreement, it is expressly agreed that rights of the Board, as contained in this Agreement, may be exercised by the Board without necessity of prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action. The District reserves the right to require a drug/alcohol test of any employee covered by this Agreement whenever there is a reasonable suspicion of misuse, post-accident, or as selected for random testing as allowed by law. Should such test reveal prohibited drug/alcohol use, the District also reserves the right to make whatever requirements and/or job actions are appropriate as consistent with prevailing laws and regulations.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.
It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the superintendent of the District, or his/her designated representatives, or any other
governmental body, group, or individual. The District shall take whatever action required or refrain from such action in order to ensure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

Section 3.2.
Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the District.

Section 3.3.
Each employee subject to this Agreement has the right to have an Association representative present at discussions between themselves and supervisors or other representatives of the District provided the employee so requests and gives prior notice.

Section 3.4.
Each employee reserves and retains the right to delegate any right contained in this Agreement, exclusive of compensation for services rendered, to appropriate officials of the Association; provided, however, that it is expressly understood and agreed that the District will not be obligated to deal with any person or group not specified in this Agreement.

Section 3.5.
Neither the District, nor the Association, shall unlawfully discriminate against any employee subject to this Agreement on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, 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.

Section 3.6.
The employee’s official personnel file will be located in the District Personnel Office and will include work evaluations. Employees shall, upon request, have the right to inspect their complete personnel file in the presence of a District administrator with 48 hours prior notice. A supervisor may maintain an additional file relating to an employee’s work.

Section 3.6.1.
Grievances, and their dispositions, will be a part of the official personnel file.

Section 3.6.2.
The employee has the right to request a representative of the Chehalis PSE to be present during the inspection of the official file. The employee, furthermore, has the right to place, in writing, a personal reaction to any document that appears in his/her file; the reaction becomes part of the file.

Section 3.6.3.
No material of a personal nature dealing with job performance or evaluation shall be entered into the official file without first being shown to the employee. Upon request, a single copy of any document shall be provided by the District, at the employee’s expense, within three (3) working days.
Section 3.6.4.
The employee has the right to grieve any information contained in the official personnel file; except, that the content of an evaluation may not be grieved. Employees may provide a written response to their evaluation to the District Personnel Office for inclusion in the personnel file.

Section 3.6.5.
The employee shall have the right to petition the District to remove items from the personnel file one (1) year after the date of occurrence. The District shall respond to the request for removal within ten (10) workdays.

ARTICLE IV
RIGHTS OF THE ASSOCIATION

Section 4.1.
The Association has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing; to consult or to be consulted with respect to the formulation, development, and implementation of industrial relations matters and practices which are within the authority of the District; and to enter collective negotiations with the object of reaching an Agreement applicable to all employees within the bargaining unit.

Section 4.2.
The Association will be notified within five (5) working days by the District of written-disciplinary actions taken against any employee in the bargaining unit. The Association is entitled to have an observer at scheduled hearings conducted by any District official arising out of a formal disciplinary action and to make known the Association’s views regarding disciplinary actions. Such views, if expressed, shall be in writing.

Section 4.3.
The District, as part of the general orientation of each new employee within the unit subject to this Agreement, shall provide such employee with a copy of this contract to be furnished to the District by the Association.

Section 4.3.1.
Each year the District shall make available to the president of the Association or his/her designated representative, the names and hire dates of all employees in their respective job classifications.

Section 4.4.
The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Public School Employees of Washington/SEIU Local 1948 state organization; provided, however, that it is expressly understood and agreed that the District will not be obligated to deal with any person or group not specified in this Agreement.
Section 4.5.
The president of the Association and designated representatives will be provided time off to a maximum of five (5) working days per year to attend regional or state meetings, provided proper notice is given. The Association shall reimburse the District for the costs of substitutes, if substitutes are used.

Section 4.6.
Upon request, the District shall provide the Public School Employees of Washington/SEIU Local 1948 with employment-related information regarding each employee in the bargaining unit on a form to be provided by the Public School Employees of Washington/SEIU Local 1948.

Section 4.6.1.
Each year, the District shall make available to the president of the Association or his/her designated representative, the names and hire dates of all employees in their respective job classifications.

Section 4.7.
Representatives of the Association, upon making their presence known to the District, shall have access to the District premises during business hours, provided, that no conferences or meetings between employees and Association representatives will occur during paid duty time.

The District shall provide a bulletin board space in each work area for the use of the Association. The bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees or the Association of pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than herein provided.

Section 4.8.1.
The responsibility for the prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the individual who posted such notices.

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1.
It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are hours, wages, and working conditions, or actual changes of these, of employees in the bargaining unit subject to this Agreement.

Section 5.2.
It is further agreed and understood that the District shall consult and meet with the Association upon the Association's request concerning district policies and procedures related to student transportation.
ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1.
The Association representatives shall represent the Association and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees on mutually agreed time and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated a desire not to pursue a grievance. They may consult with the District on complaints without a grievance being made by an individual employee.

Section 6.2.
Time during the workday, exclusive of shift times, will be allowed for Association representatives for attendance at meetings with the District. Time will be allowed for Association representatives to discuss with the employees grievances and appropriate matters directly related to student transportation. Association representatives will guard against the use of excess time in the handling of such matters. Use of shift time for Association business must be mutually agreed upon by the parties.

Section 6.3.
The Association will designate a conference committee of three (3) members who will meet with district representatives as designated by the superintendent at mutually agreeable times to discuss matters of mutual interest.

ARTICLE VII

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 7.1.
Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of the Association in good standing shall, as a condition of employment, maintain membership in the Association in good standing during the period of this Agreement.

Section 7.2.
All employees subject to this Agreement who are not members of the Association on the effective date of this Agreement, and all employees subject to this Agreement who are hired at a time subsequent to the effective date of this Agreement, shall, as a condition of employment, become members in good standing of the Association within thirty (30) days of the effective date of this Agreement or within thirty (30) days of the hire date, whichever is applicable. Such employee shall then maintain membership in the Association in good standing during the period of this Agreement.

Section 7.3.
The parties recognize that an employee should have the option of declining to participate as a member in the Association, yet contribute financially to the activities of the Association in representing such employee as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the
membership requirements of the previous sections of this article, an employee who declines membership in the Association may pay to the Association each month a service charge as a contribution towards the administration of this Agreement. The service charge will be equivalent to the current agency fee, as determined by the Association and certified by the secretary of the Public School Employees of Washington/SEIU Local 1948. This service charge shall be collected by the Association in the same manner as monthly dues.

Section 7.4.
Any employee who refuses to become a member of the Association in good standing or pay the service charge in accordance with the previous sections, shall, at the option of the Association, be immediately discharged from employment by the District.

Section 7.5.
The District will notify the Association of all new hires within ten (10) working days of the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of this article.

Section 7.6.
Nothing contained in this Agreement shall require Association membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a nonreligious charity or other charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission pursuant to RCW 41.56.123.

Section 7.7. Checkoff.
The District shall deduct PSE dues or service charges from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the treasurer of the Public School Employees of Washington on a monthly basis.

Section 7.8.
The Association will indemnify, defend, and hold the District harmless against any claims made, and any suit instituted against the District on account of any check-off of Association dues or requirement that employees pay membership or representation fees to the Association or a charitable organization as a condition of employment.

ARTICLE VIII
CONDITIONS OF WORK

The District employs both full-time regular and part-time regular employees. A full-time regular employee is defined as working eight (8) hours per day, five (5) days per week. Those employees working less than full-time hours are considered part-time regular employees. Part-time regular employees are guided by the same policies and regulations as full-time regular employees, except wages and benefits shall be pro-rated based on hours worked.
Section 8.1.
The work week shall consist of five (5) consecutive days followed by two (2) days of rest, Saturday and Sunday; provided, however, the District may assign a regular employee to work any five (5) consecutive days followed by two (2) consecutive days of rest.

Section 8.2.
Each regular employee shall be assigned to definite and regular work hours and work week, which shall not be changed without reasonable prior notification to the employee, except in emergency situations or conditions.

Section 8.3.
A full-time regular employee’s work day shall consist of eight (8) hours of work, a thirty (30) minute duty-free lunch period which is outside the hours of work, and a fifteen (15) minute rest period within the first half of the hours of work and a fifteen (15) minute rest period within the second half of the hours of work.

Section 8.4.
In the event a regular employee’s work hours are less than eight (8) hours, the regular employee shall be given a fifteen (15) minute rest period for each four (4) hours of continuous work, with such rest period to be taken as near mid-shift as possible.

Section 8.5.
For computational purposes of medical insurance benefits, a full-time equivalent (FTE) shall be based on 1440 annual hours.

Section 8.6.
Regular employees required by the District to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period.

Section 8.7.
The practice of compensatory time is neither permitted nor recognized by the District.

Section 8.8.
Overtime assignments shall be available to all regular employees within the classification where the overtime occurs. The District shall make overtime assignments based upon relatively equal participation by employees, skills required, emergency conditions, and availability of the employee.

Section 8.8.1.
All hours worked in excess of forty (40) hours per week (Monday through Sunday) shall be compensated at the rate of one and one-half (1-1/2) times the employee’s base pay.

Section 8.8.2.
All overtime must receive prior authorization by the employee’s supervisor or the office of the superintendent, excepting emergency conditions that justify immediate employee action.
Section 8.9.
Chehalis drivers will provide all supplemental bus transportation for the Chehalis School District. Only employees regularly employed as Transportation drivers will be used to fulfill all job assignments within the bargaining unit subject to this Agreement, unless no qualified employee is available; then, a substitute may be used excepting: district employees with valid credentials who are qualified to drive district vehicles, not to exceed 10-passenger capacity. They must be affiliated directly with the activity involved. The District will assure the provision of fiscal resources to cover bus fueling costs on trips across the state. (This may include separate gas cards or VISA type cards.)

Section 8.9.1.
Joint District supplemental trips will be an alternating trip on a rotational basis between drivers in the Chehalis School District and drivers in the Centralia School District.

Section 8.10.
Use of charter buses may be considered for transportation on field trips and extracurricular activities if:

a. school transportation cooperative vehicles or employees are not available and the event can not be rescheduled or altered (conflicting trips and overtime rules will not apply in this circumstance); or
b. the activity is not a regularly scheduled annual event (e.g., playoffs, special events, etc.); or
c. the transportation will be paid for by other than the district or school affiliated groups (e.g., booster clubs); or
d. the length of the trip is over 120 miles one way.

Section 8.11.
Pre-trip time shall be fifteen (15) minutes, both a.m. and p.m. Pre-trip requirements will include fueling the buses, if needed, and state, federal and District pre-trip responsibilities.

Section 8.12.
Each employee shall be assigned to a definite shift with designated times of beginning and ending, with the understanding that an employee may be required to work beyond his/her assigned shift. Transportation drivers will be paid a minimum of one and one-half (1-1/2) hours per a.m. or p.m. run, or three (3) hours per route (a.m. and p.m.).

Section 8.13.
Any driver with route times less than three (3) minimum hours may be assigned to other duties by the transportation supervisor or his designee.

Section 8.14.
In the event of unplanned late starts (inclement weather) and/or emergency dismissals (safety, natural disaster, etc.), regular employees shall work the District established/announced time schedule with corresponding pay for actual time worked. Regular employees shall be provided with two (2) hours show-up pay or actual time worked, whichever is greater, when an emergency closure of their worksite is decided after their arrival.
Section 8.15. Driver Replacement Procedures

Section 8.15.1.
A regular employee may fill the position of another regular employee who is on a leave of absence due to an L & I injury, medical leave, or other District-authorized leave of absence. It shall be the responsibility of the District to inform the employee selected for this temporary route assignment of the status of the driver on leave and the anticipated length of time the driver on leave will be absent from his/her assigned route.

Vacancies greater than thirty (30) consecutive work days which require a substitute will be offered to qualified available bargaining unit employees and awarded on a seniority basis. “Available” means the employee is not scheduled to work a shift that conflicts or overlaps the time of the substitute shift; however, if the employee will gain 30 minutes or more, the employee will be considered available. “Qualified” means the employee has the requisite knowledge and skills to successfully perform the substitute position as determined by the employee’s supervisor. Under no circumstances will a regular shift, combined with a substitute shift, exceed eight (8) hours per day. A vacancy shall not exceed two (2) current employees being reassigned using this provision. When a regular employee is working as a substitute within their classification and job title, they shall be paid at the current rate of pay from Schedule A appropriate for the position being substituted. When a regular employee is working as a substitute in a different classification or a different job title within their classification, they will be paid at Step I on Schedule A, except in those instances when Step I is not a higher rate of pay.

A regular employee who fills in for another regular employee during an authorized leave of absence will retain the right to bid on other routes as his/her seniority and this written agreement allows. Upon the return of the driver from an authorized leave, the replacement driver will return to his/her original route. If the original route no longer exists, the replacement driver will be assigned to a comparable route. If no comparable route exists or the replacement driver does not wish to return to his/her original route, he/she will be assigned to the substitute pool until another route becomes available for bidding.

Section 8.15.2.
If no regular employee fills the leave of absence position, a substitute driver may be assigned for a specific period of time. It shall be the responsibility of the employer to inform the substitute driver on the replacement route of the status and anticipated length of employment limitations to the best of its knowledge. The substitute driver fill-in for the on-leave employee shall have no bumping rights and no guarantee of employment.

Section 8.15.3.
An employee returning from an extended authorized leave of absence will assume the original route assigned prior to the leave of absence or, should the route no longer exist, to a comparably-timed route which does not displace a driver with more seniority.
ARTICLE IX

HOLIDAYS

Section 9.1. Holidays.

Section 9.1.1. All employees shall be eligible for the following paid holidays that fall within their work year.

1. Labor Day
2. Veteran’s Day
3. Thanksgiving Day
4. Day after Thanksgiving
5. Christmas Day
6. Day after Christmas
7. New Year’s Eve
8. New Year’s Day
9. President’s Day
10. Martin Luther King Day
11. Memorial Day

Section 9.1.2. If a paid holiday falls on the weekend, the holiday will be designated and granted on the Friday preceding or Monday following said holiday, with the District to be the determiner of the designated day.

Section 9.1.3. Worked Holidays. Employees who are required to work on the above-described holidays shall receive the pay due them for the holiday, plus one and one-half (1 1/2) their base rate for all hours worked on such holidays.

ARTICLE X

LEAVES

Section 10.1. Sick Leave and Emergency.

Section 10.1.1. Annually, at the beginning of each school year, all employees shall be credited with an allowance of twelve (12) days with full pay to be used for personal absence from work caused by the employee’s illness, injury, emergencies or to care for a child of the employee. The District shall allow an employee to use a choice of his/her accrued sick leave or other paid leave to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision, a child of the employee who is over the age of eighteen (18) who is incapable of self-care, or a grandchild who is dependent of and living with the employee if the dependent is under the age of eighteen (18) with a health condition that requires treatment or supervision, or a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. The definitions of the family relationships are spelled out in RCW 49.12.265. An employee may not take advance leave until it has been earned. The District shall not discharge, threaten to discharge, demote, suspend, discipline or otherwise discriminate against an employee who uses this leave. A day shall mean the number of regular hours in the employee’s work shift. For the purpose of this section, an emergency is
defined as a problem that has been suddenly precipitated or is unplanned, or where pre-planning could not relieve the necessity for the absence.

Section 10.1.2.
Sick leave shall accumulate up to the maximum allowed by law. At the end of each year, the employer will provide each employee with an accounting of his/her accumulated sick leave.

Section 10.1.3.
Upon return to employment with the District, any former regular employee shall be credited with the balance of unused sick leave accumulated at the time of separation from his/her employment. Sick leave accrued and not used in other school employment within Washington State shall be accepted.

Section 10.1.4.
Sick leave accumulated under this section may be applied toward an attendance incentive plan in the following manner:

a. In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day’s monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. A day shall mean the number of regular hours in the employee’s work shift(s). Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every (1) one day’s monetary compensation: PROVIDED, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month.

b. Sick leave cashout is payable at the time of separation from service due to retirement or death; or, effective June 8, 2000, regular employees who separate from service for any reason are allowed to cash out their sick leave at the time of separation if they are at least age 55 and ten (10) years of service (TRS Plan 3 or SERS Plan 3); or, have 15 (fifteen) years of service (TRS Plan 2, SERS Plan 2).

c. All provisions contained herein shall be subject to uniform rules and regulations promulgated by the Superintendent of Public Instruction and other applicable state laws and state regulations.

d. Should the legislature revoke any benefits granted under this section, no affected employee shall be entitled thereafter to receive such benefits as a matter of contractual right.

e. For the purpose of sick leave cash out, the maximum accumulation shall be one-hundred eighty (180) days or the maximum allowed by law.
Section 10.1.5.  
When an employee is injured on the job and is unable to perform his or her duties as a result of an on-the-job injury or occupational disease and certified off work by a doctor, the employee may elect to use leave as follows (provided the employer does not elect to keep the employee on full salary through means other than use of accrued leave):

A. Choose unpaid leave thus receiving only his or her entitled temporary total disability (TTD) benefits, or
B. Elect to use a full day of accumulated leave (sick, annual or other similar benefit) in addition to their entitled TTD benefits, or
C. Elect to use a proportionate share of accumulated leave to make up the difference between the worker’s compensation payments and the employee’s regular pay at the time of injury.

In the event the employee does not elect option A, or B, or C, option C, above will be applied.

Section 10.1.6.  
An employee who is unable to perform his/her duties because of personal illness or other disability may upon request be granted a leave of absence without pay for up to twelve (12) months at the exhaustion of sick leave. At the request of the District, the employee shall provide a written statement from a physician certifying the illness or disability. Upon return to employment, the provisions of Section 8.14 will apply.

Section 10.1.7.  
After five (5) consecutive days of absence and upon the written request of the superintendent, an employee shall provide to the District, within five (5) days of receipt of said request, a written statement from a physician certifying continued illness and the necessity for continued sick leave status.

Section 10.2. Bereavement Leave.

Section 10.2.1.  
Employees shall be entitled a maximum of five (5) days bereavement leave per occurrence to a maximum of ten (10) days bereavement leave annually, for absence caused by death in the immediate family.

Section 10.2.2.  

Section 10.3. Maternity Disability Leave.

Section 10.3.1.  
Accrued sick leave benefits may be used for childbirth and recovery therefrom as permitted by law.
Section 10.3.2.
An employee requesting maternity leave shall give written notice to the District at least four (4) weeks prior to the commencement of said leave, except in an emergency. The written request for maternity leave should include a statement as to the expected date of return to employment, and within (30) days after childbirth, shall, in a second statement, inform the employer of the specific day when the employee will return to work.

Section 10.3.3.
In the event sick leave has been exhausted, the employee, upon request, may be granted an unpaid leave of absence.

Section 10.3.4.
An employee returning from maternity leave shall be assigned to her previous position or a comparable position consistent with Section 8.15.

Section 10.3.5.
Application of paid sick leave for childbirth and recovery shall be limited to the actual period of disability.

Section 10.4. Child Rearing Leave.
An employee shall be allowed up to twelve (12) months of unpaid leave for the purpose of child rearing a natural or adopted child. An employee returning from such leave shall be placed in the position last held or in a comparable position. The employee shall notify the District in writing of the intent to take Child Rearing Leave, stating the expected dates of commencement of leave and return to employment. The employee shall make a good faith effort to notify the District at least thirty (30) calendar days in advance of the commencement of such leave. If both parents are District employees, only one (1) parent at a time shall take Child Rearing Leave.

Section 10.5. Adoption Leave.
Adoption leave without pay shall be granted upon prior application to the District by a parent in order to complete the adoption process, provided such leave does not exceed an aggregate of ten (10) days in any given school year. Such leave may be used for court legal procedures, home study and evaluation, required home visitations by the adoption agent not possible to schedule outside of the regular working hours or to obtain physical custody of the child.

Section 10.6. Judicial Leave and Jury Duty

Section 10.6.1.
In the event that an employee is named as a co-defendant or witness for the District in a suit brought against the District or a person or entity other than the employee bargaining group, and such employee is required to appear in court as a result thereof, such employee shall be compensated at the employee’s regular hourly rate.

Section 10.6.2.
Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law. If any witness fees are paid, that amount shall be deducted from the employee’s regular pay.
Section 10.6.3.
In the event an employee is summoned to serve as a juror, such employee shall receive a normal day’s shift pay for each day of actual presence in court.

Section 10.6.4.
Any transportation, meal or lodging expense reimbursement shall be retained by the employee.

Section 10.7. Military Leave.
Employees shall be granted military leaves of absence in accordance with law.

Section 10.8. Birth of Child Leave.
An employee, upon request, shall be granted up to three (3) days sick leave with pay on or about the date of the birth of the employee’s spouse’s or domestic partner’s child.

Section 10.9. Family and Medical Leave.
Employees shall be entitled to utilize provisions of the Family and Medical Leave Act that the District shall administer in conformity with the law.

Section 10.10. Personal Leave Day Incentive.
One (1) personal leave day with pay may be granted to each employee for every trimester (sixty (60) consecutive school days) of perfect attendance not to include up to three (3) days of personal leave. Up to three (3) personal days accumulated at the end of the calendar school year may be cashed in at the base rate in the year earned or carried over into the following school year. Personal leave may be taken in increments of part of a day. Part of a day means an a.m., p.m., or mid-day route. No more than three (3) personal days may be carried over into the following school year. The following criteria will be relied upon by the supervisor acting on a request for personal leave:

Section 10.10.1.
The leave request shall be made at least forty-eight (48) hours in advance, and appropriate route schedules are prepared and left with the employee’s supervisor or designee.

Section 10.10.2.
No more than one (1) employee may be absent under non-scheduled or personal leave, on a given work day, providing a substitute is available, and appropriate route schedules are prepared and left with the employee’s supervisor or designee.

Section 10.10.3.
This leave shall not be granted the first five (5) or the last ten (10) work days of the school year.

Section 10.10.4.
Personal leave is to be requested using the form developed for that purpose.

Section 10.11. Personal Leave.
Up to three (3) days of personal leave may be granted annually to each employee, with pay, for the conducting of personal business matters during work hours that require the employee's personal attention. The reasons for the leave are at the discretion of the employee. The following criteria will be relied upon by the supervisor acting on a request for personal leave.
Section 10.11.1.  
The leave request shall be made at least three (3) workdays in advance, with appropriate route  
schedules prepared and left with the employee's supervisor or designee. The employee's  
supervisor shall respond to the leave request within two (2) workdays of receipt of the request  
for personal leave.

Section 10.11.2.  
No more than two (2) employees may be absent under such leave, providing a substitute  
employee is available, and appropriate route schedules are prepared and left with the  
employee's supervisor or designee.

Section 10.11.3.  
This leave shall not be granted the first five (5) or the last ten (10) work days of the school year,  
or during survey week, nor the first day prior to or following any school vacation/holiday  
period.

Section 10.11.4.  
Personal leave is non-cumulative and non-transferable.

Section 10.11.5.  
Personal leave is to be requested using the form developed for that purpose.

Section 10.11.6.  
An unauthorized absence will result in loss of pay and possible discipline.

Section 10.11.7.  
All employees' use of personal leave days shall be deducted from the employee's leave  
eligibility in one (1) full-day increments.

Section 10.11.8.  
Unused excess personal leave days will be cashed out in July at the employee’s current rate of  
pay on Schedule A. Excess days are any days that cannot be carried over.

Section 10.12. Attendance Incentive.

Section 10.12.1.  
Each regular driver (driving both a.m. and p.m.) will receive one hundred dollars ($100.00)  
after the conclusion of each school year provided that no more than a total of three hundred and  
twenty (320) hours of driver absences are recorded for regular employees. For this section,  
leave without pay will be counted as sick leave.

Section 10.12.2.  
After the conclusion of each school year, each driver will be awarded one dollar ($1.00) for  
each day of perfect attendance by all regular drivers up to ninety (90) days. On the ninetieth  
(90) day and thereafter, each driver will receive two dollars ($2.00) for each day of perfect  
attendance.
Section 10.13. Leave of Absence.

Section 10.13.1.  
An employee may be granted a leave of absence, without pay, for a period of time not to exceed one (1) year. At the discretion of the Board of Directors, a leave of absence may be granted beyond one (1) year.

Section 10.13.2.  
The regular employee will retain previously accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, sick leave, seniority and all other fringe benefits shall not accrue while the employee is on leave of absence, provided, however, that if such leave of absence is approved by the superintendent for a job-related injury, seniority shall accrue.

All employees’ use of leave days, excepting personal leave incentive days or non-scheduled leave days, shall be deducted from the employees’ leave eligibility in full shift increments.

Section 10.15. Leave Without Pay.  
A written request must be submitted to the superintendent or designee and will only be granted for extreme emergencies or a once-in-a-lifetime event.

Section 10.16. Workers’ Compensation.  
Employees are eligible for Workers’ Compensation benefits as specified by Washington State Law.

Section 10.17.  
Transportation employees’ use of leave days shall be deducted from the employees’ leave eligibility in relation to the length of their shift.

ARTICLE XI

PROBATION, DISCHARGE, SENIORITY AND LAY-OFF PROCEDURES

Section 11.1.  
The seniority of a regular employee within the transportation driver work classification shall be established as of the date and time of day of initial regular route assignment (hereinafter “hire date”) unless such seniority shall be lost as hereinafter provided.

Section 11.2.  
Each new hire shall remain on probationary status for a period of sixty (60) work days following the hire date. During this probationary period, the District may discharge such employee at its sole discretion.
Section 11.3.
The seniority rights of an employee shall be lost for the following reasons:

a. Resignation
b. Discharge for a sufficient cause
c. Retirement
d. Job abandonment.

Section 11.4.
Seniority rights shall not be lost for the following reasons:

a. Time lost by reason of industrial accident or industrial illness attributed to District employment, or jury duty.
b. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
c. Time spent on authorized leave.

Section 11.5. Discharge.

Section 11.5.1.
This District reserves the right to discipline or discharge an employee.

Section 11.5.2.
Should the District decide to discharge an employee because of job elimination or reduction, the employee shall be entitled to ten (10) working days prior notification.

Section 11.5.3.
Seniority rights shall only be effective within the transportation driver job classification.

Section 11.6.
Within the bargaining unit, employees with the earliest hire date shall have first consideration regarding assignment to new or open jobs or positions, and retention in layoffs, provided, however, the District may bypass when job skill/training of a junior employee is greater than that of any senior employee(s). If the District determines that seniority rights should not govern, the District shall inform any senior employee(s) of its reasons why any senior employee(s) have been bypassed.

Section 11.7.
The District shall publicize within the District for five (5) working days the availability of an open transportation driver position as soon as possible after the District is apprised of the opening and has determined to staff the position(s).

If a bargaining unit employee is awarded the position, the employee will be moved to the position within five (5) working days of being awarded the position.

Section 11.7.1.
Current regular employees shall have the opportunity to apply for open transportation driver positions prior to the district's consideration of applicants outside of current district employment.
Section 11.7.2.
Employment preference for open positions within the district shall first be granted to employees within the bargaining unit where the open position exists. Regular transportation driver applicants for positions posted outside the district will be given consideration prior to review of other non-district-employed applicants.

Section 11.7.3.
Upon mutual agreement between the District and the Association a special bid meeting may be held to fill an open transportation driver position and any transportation driver positions that may come open as a result of the special bid. The meeting information will be posted at least five (5) working days in advance and all bargaining unit employees will be notified. Any bargaining unit employee interested in filling the open position or positions that may come open as a result of the special bid must attend the meeting. Should a position remain unfilled by a bargaining unit employee at the end of the special bid meeting, the position may then be posted outside the bargaining unit.

Section 11.8.
In the event of layoff, the employees so affected are to be placed on a re-employment list maintained by the District according to layoff ranking. Such employees are to have priority in filling an opening in the classifications held immediately prior to layoff. Employee names shall remain on the re-employment list for one (1) year.

Section 11.9.
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 of any change of address.

Section 11.10.
An employee shall forfeit rights of re-employment and re-employment list standing if the employee does not respond in writing to the offer of re-employment within ten (10) calendar days of receipt of the offer.

Section 11.11.
An employee on layoff status who rejects an offer of re-employment forfeits seniority and all other accrued benefits, provided that such employee was offered a position substantially equal to that held prior to layoff.

Section 11.12.
Employee benefits and seniority do not continue to accrue during layoff status.

ARTICLE XII

DISCIPLINE AND DISCHARGE

Section 12.1.
No employee shall be disciplined or discharged without cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing except for first infractions, wherein, the action shall be oral.
Section 12.2.
The District recognizes the principle of progressive discipline and agrees to follow such principle in
the following manner in common disciplinary actions. Circumstances involving extraordinary actions,
such as those which present a clear and present danger to students and/or staff, may be exempted from
the normal progression at the District's discretion. The following sequence of sanctions will be
followed for similar type infractions:

First Infraction  Oral Warning
Second Infraction  Written Warning
Third Infraction  Suspension without pay for up to three days
Fourth Infraction  Discharge

Section 12.3.
An employee shall be entitled to have present a representative of the Association during any meeting
which might reasonably be expected to lead to disciplinary action and/or at any meeting in which
discipline is imposed. The District, acting through a supervisor, shall advise an employee in a timely
manner when there is knowledge that disciplinary action will or may take place. When a request for
such representation is made, no meeting shall continue, nor shall any action be taken with respect to
the employee, until such representative of the Association has reasonable opportunity to be present. In
no event, however, shall the meeting be delayed more than three (3) work days to accommodate such
representation.

Section 12.4.
No disciplinary action more than one (1) year old shall be applied toward future disciplinary actions
unless the same or similar offense is committed during the three-year period immediately succeeding
the initial offense.

Section 12.5.
Any complaint or allegation not called to the attention of the employee within fifteen (15) days of
receipt or composition may not be used as the basis for any disciplinary action against the employee.

Section 12.6.
Discharge of a regular employee for cause (failure to comply with laws, rules, regulations, and/or work
requirements) may be immediate without the ten (10) working days prior notification.

ARTICLE XIII
INSURANCE AND RETIREMENT

Section 13.1.
Employees may elect to participate in any District-approved medical plan. Details concerning amount
of coverage, cost, etc., are available in the Payroll Office, and an application must be timely filled out if
the employee chooses coverage under any plan.
Section 13.2.
The District will make available to the employee group included within this Agreement the state-funded insurance benefits during the term of this Agreement. The District will pay the full HCA required carve out.

Section 13.3.
Employees shall have benefit eligibility computed on an FTE (1440 hours) basis.

Section 13.4.
Premiums for dental and/or vision insurance of any employee or employee group electing dental and/or vision coverage shall be deducted from the employee’s individual or group benefit eligibility as a first dollar deduction.

Section 13.5.
Should benefit eligibility for any employee as specified in this Agreement be insufficient to cover costs of medical, dental, or vision premium, an amount required to fully pay the costs of such premiums shall be deducted from the employee’s monthly payroll during the term of the benefit period. For purposes of benefit pooling, the district pools benefits during the months of September, October and February. When a permanent adjustment is made to an employee’s FTE, the employee’s benefits will be adjusted accordingly and the pool will be recalculated.

Section 13.6.
The District will contribute five thousand dollars ($5,000) total to the Transportation insurance pool each year of this agreement.

The provisions of this sub-section will sunset and cease to exist at the expiration of this agreement.

Section 13.7.
Employees working less than the regular school term or the days of employment as called for in the job description shall be eligible to receive benefits contributions for only those months actually worked.

Section 13.8.
The District shall provide tort liability coverage for all employees comparable to existing District insurance coverage. Intentional torts shall not be covered.

Section 13.9.
The District shall make required contributions to the ESD 113 Workers’ Compensation Trust on behalf of all employees subject to this Agreement.

Section 13.10. Retirement.

Section 13.10.1.
All employees will be enrolled in the School Employees’ Retirement Plan consistent with RCW 41.35.

Section 13.10.2.
In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees’ Retirement System, the District shall report all hours worked, whether straight-time, overtime, or otherwise.
Section 13.11.
All employees shall be entitled to participate in a tax sheltered annuity plan permitted by the District. On receipt of written authorization from a minimum of five (5.0) employees district-wide, the District shall make the requisite withholding adjustments and deductions from the employee’s pay.

ARTICLE XIV
GRIEVANCE PROCEDURE

Section 14.1.
Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the terms and condition of this agreement, shall be resolved in strict compliance with this article.

Section 14.2. Grievance Steps.

Section 14.2.1. Step 1.
Employees shall first discuss the grievance with their immediate supervisor. If employees so wish, they may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within ten (10) working days of the occurrence of the grievance shall be invalid and subject to no further processing. The immediate supervisor shall respond to the grievance within fifteen (15) working days.

Section 14.2.2. Step 2.
If the grievance is not resolved to the employee’s satisfaction in accordance with the preceding subsection, the employee shall, within fifteen (15) working days of the immediate supervisor’s response referred to in the preceding subsection, reduce to writing a statement of the grievance containing the following:

a. The facts on which the grievance is based;
b. A specific reference to the provisions [i.e., article(s) and section(s)] in this contract which have been allegedly violated; and
c. The remedy sought.

The employee shall submit the written statement of grievance to the immediate supervisor for reconsideration and shall submit a copy to the official in the administration responsible for personnel. The parties will have fifteen (15) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 14.2.3. Step 3.
If no settlement has been reached within the fifteen (15) working days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) working days to the District superintendent or superintendent’s designee. After such submission, the parties will have fifteen (15) working days from submission of the written statement of grievance to resolve it by indicating on the
statement of grievance the disposition. If an agreeable disposition is made, all parties to the
grievance shall sign it.

Section 14.2.4. Step 4.
If no settlement has been reached within the fifteen (15) working days referred to in the
preceding subsection, and the Association believes the grievance to be valid, the employee may,
within fifteen (15) working days of the superintendent/designee response referred to in the
preceding subsection, request the grievance be referred to the District Board of Directors.

Section 14.2.5. Step 5.
The District Board of Directors shall render a decision regarding disposition of the grievance
within thirty (30) working days following appeal to the Board of Directors. The Board of
Directors reserves the right to summon the employee for an oral statement of the grievance.
The employee reserves the right to appear before the Board of Directors to explain the
grievance. At any appearance before the Board of Directors, the employee may be
accompanied by an Association representative or designee.

If no settlement has been reached with the thirty (30) working days referred to in the preceding
subsection, and the Association believes the grievance to be valid, the employee may demand
arbitration of the grievance. Any dispute, claim or grievance arising out of or relating to the
interpretation of the application of this agreement shall then be submitted to arbitration under
the Voluntary Labor Arbitration Rules of the American Arbitration Association. If mutually
agreed, the parties may submit to arbitration under the Expedited Labor Arbitration Rules of the
American Arbitration Association. The parties further agree to accept the arbitrator’s award as
final and binding upon them.

In the event of arbitration, each party shall be responsible for costs incurred for their respective
arbitration activities and expenses. The costs for services of the arbitrator including per diem
expenses, travel and substitute expenses and the cost of any hearing room shall be split equally
between both parties.

Section 14.3.
The employer shall not discriminate against any individual employee or the Association for taking
action under this article.

Section 14.4.
Time limits set forth above can be amended by mutual written agreement.

ARTICLE XV

TIME CARDS

Section 15.1.
Every employee shall complete a monthly time card, that will be furnished by the District, and return it
to the employee’s immediate supervisor. This card must contain the exact hours worked each day, be
signed by the supervisor, and returned to the Payroll Office as specified by that office.
Section 15.2.
Time cards will be used for computation of extra pay, for record keeping of hours worked, days worked, overtime, all leave days, and unpaid days.

ARTICLE XVI
TRANSFER OF PREVIOUS EXPERIENCE

Section 16.1.
Any new hire who has previously been employed by a school district to perform work similar to that in which employee is presently hired may be given experience credits in the District consistent with RCW 28A.400.300.

Section 16.2.
Private sector new hires may be permitted up to one (1) year credit for each full year of prior work experience to a maximum of two (2) years’ experience credit in the District unless otherwise determined by the personnel manager at the time of hire.

Section 16.3.
Private sector experience credit so transferred shall be applicable to Schedule A only.

ARTICLE XVII
HOURLY WAGE AND EMPLOYEE COMPENSATION

Section 17.1.
Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked.

Section 17.2.
Hourly wages for employees are included on Schedule A herein attached.

For 2017-2018, hourly wages have been increased by five percent (5%), plus $1.00 per hour, for bus drivers and bus monitors, Steps 1 through 6; fueler wages have been increased by five percent (5%).

For 2018-2019, hourly wages will be increased by two percent (2%) or the Washington State authorized and funded percent, whichever is greater.

For 2019-2020, hourly wages will be increased by two and one-half percent (2.5%) or the Washington State authorized and funded percent, whichever is greater.

Section 17.3.
Retroactive pay, where applicable, shall be paid no later than the second regular pay day after it is determined to be due.
Section 17.4.
Incremental steps, where applicable, shall take effect on September 1 of each year provided the employee has been actively working for and continuously employed with the District for at least 90 work days in the previous employment year.

Section 17.5.
For the purposes of calculating hours worked, transportation driver actual minutes worked shall be recorded daily, totaled and rounded up to the nearest five (5) minutes for providing each route trip.

Section 17.6.
Any employee required to travel in a private vehicle on District-approved business shall be reimbursed for such travel on a per-mile basis at the IRS rate per mile.

Section 17.7.
Transportation drivers are required to have a physical examination once every two (2) years, per Department of Transportation requirements, to drive and will be granted up to one hundred twenty-five dollars ($125.00) by the District for the cost of this examination.

Transportation Drivers shall be reimbursed for the cost of the successful completion of a required CDL endorsement. Reimbursement will not exceed one hundred seventeen dollars ($117.00).

Section 17.8.
The District agrees to pay the cost for regular employees’ flu shots one time per school year. Shots must be acquired during regular employees’ non-work hours.

Section 17.9.
At such times that drivers are scheduled for supplemental trips or are required to attend mandated Transportation meetings, during the employees’ regular work year, the time between their route and the supplemental trip and/or meeting will be paid as time worked. The time paid going from a route to a supplemental trip will be paid at the driver’s regular hourly rate. The time paid going from a route to a meeting will be paid at the lower non-driving hourly rate.

Section 17.10.
Supplemental trip pay will be at the Schedule A rate of pay per hour. This pay is straight time and covers stand-by time.

Section 17.11.
All daily substitute work will be offered to the Transportation drivers who have a.m. or p.m. routes only, not previously scheduled and have no current scheduled route time conflicts or other conflicting district employment, before offering work to substitutes. Extra work including time worked in other district positions shall not cause drivers to go into overtime status. Efforts will be made not to fragment a.m./p.m. routes when making these assignments.

Section 17.12.
The transportation supervisor shall establish routes/driving times that are sufficient to fulfill assigned driver tasks and Transportation Program operation needs.
Section 17.13.
In the event an employee loses or gains more than one-half (1/2) hour within the first month of a school year due to route changes, etc., and the loss/gain in time is consistently greater than one-half (1/2) hour for ten (10) consecutive days, the employee will have the opportunity to request a route change with an employee of less seniority providing both employees are deemed qualified by the supervisor for the change.

Section 17.14.
The supervisor has the right to deny a request for route change providing the supervisor feels it is in the best interest of the transportation program to deny the request.

Section 17.15.
All regular to and from kindergarten routes shall be allowed one (1) hour minimum for wage and hour purposes.

Section 17.16.
Employees shall receive paychecks over a twelve (12) month period. Monthly pay shall be calculated on a fixed rate based on the daily combined shift time(s) established for the employee at the beginning of each school year. The fixed rate will change only at such time that a permanent shift change is initiated by the Transportation Supervisor.

Section 17.17.
Rules/regulations and processes for bus routes and supplemental trips. See Exhibit 1.

Section 17.18. Wellness.
The District will pay one-half of the employee’s individual monthly membership fee for Thorbecke’s provided the employee’s half portion is paid through payroll deduction.

ARTICLE XVIII
EVALUATION

Section 18.1.
Evaluations shall be made at least once annually, at least ten (10) working days prior to the end of the employee’s work year, and shall be signed by the appropriate administrator. Additional reports and observations used in the evaluation, other than by the appropriate administrator, shall be identified as to their source on the evaluation form.

Section 18.2.
Evaluations shall be written in a satisfactory/unsatisfactory checklist format with adequate space provided for supervisor comments. The evaluation will provide specific suggestions and measures which the employee must take to improve his/her performance in each of the areas wherein unsatisfactory performance has been indicated. See Exhibit 2, Employee Evaluation Report - Transportation Driver.
Section 18.3.
An employee shall be given two signed copies of his/her evaluation by the evaluating supervisor. One will be retained by the employee, and the other copy is to be returned to the District supervisor. The employee shall sign the District’s copy of the evaluation to indicate that he or she has received a copy of the report. The signature of the employee does not necessarily imply that the employee agrees with the contents of the evaluation. In case of disagreement, the employee will have the right to attach a written rebuttal to the evaluation form. No evaluation shall be submitted to the District office, placed in the employee’s file or otherwise acted upon without prior copies being presented to the employee. The employee may request a conference with the supervisor for clarification or discussion of issues with which the employee has concerns.

Section 18.4. Corrective Action and Probation.

Section 18.4.1.
Should unsatisfactory job performance(s) require immediate attention, the employee shall be given a written warning citing the reasons for immediate improvement and the corrective action which must be taken by the employee. The employee will be given a timetable to correct the unsatisfactory performance(s). The employee shall be required to sign a copy of the memo acknowledging receipt, not necessarily agreement with its content. A copy of the signed memo will be provided to the Association by the District.

Section 18.4.2.
If an employee fails to correct the deficiencies within the timetable period, a formal probation will be enacted. In a meeting with the employee’s supervisor, the employee will be given the specific required improvements along with strategies and resources to bring about the improvements, in writing. Both the supervisor and the employee will sign the plan of improvement. The probationary period shall be twenty (20) working days unless the District and the Association agree to a greater or a lesser time period. The employee shall be evaluated at least once in writing during the probationary period and the supervisor shall meet with the employee to discuss the evaluation within two days of such evaluation. The employee will also be evaluated at the end of the probationary period in the same manner. The District will determine whether the employee has satisfied the requirements of the plan of improvement. Failure to satisfy these requirements may result in sanctions up to and including termination.

Section 18.4.3.
The initiation of a formal probation is not subject to the grievance process unless the employee is alleging a process violation of Sections 11.7.1. and 11.7.2. The probation process, however, may not be interrupted nor delayed by a grievance action.

Section 18.4.4.
The employee shall be entitled to Association representation at any meeting conducted as a result of the implementation of Section 11.7.2. In addition to the initial evaluation and the final formal probation evaluation, all associated documents shall be filed in the employee official personnel file.

Section 18.5.
Evaluations and supportive information necessary for record keeping will remain in the official personnel file of an employee at the District Office.
ARTICLE XIX

NO STRIKE PROVISION

Section 19.1.
The District and the Association agree that the public interest requires efficient and uninterrupted performance of the educational process and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The District and the Association recognize that the cessation or interruption of professional services by employees is in violation of this Agreement. The District and Association agree that all differences between them shall be resolved by the orderly procedures provided herein, without any form of interruption of the total school program.

Section 19.2.
No employee shall willfully absent himself/herself from his/her position or abstain in whole or in part from the proper performance of his/her duties of employment.

Section 19.3.
The Association agrees not to strike. The Association agrees it shall not request, recognize or engage in any sanction activities against the District.

Section 19.4.
The Association agrees the District has the right to discipline any employee for his/her violation of the no strike provision in Section 19.3.

ARTICLE XX

TERM AND SEPARABILITY OF PROVISIONS

Section 20.1.
The term of this Agreement shall be September 1, 2017 through August 31, 2020. The District agrees to pay increments and flow-through insurance benefits during the term of the Agreement.

Section 20.2.
All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

Section 20.3.
This Agreement may be reopened and modified at any time during its term upon mutual written consent of the parties.

Section 20.4.
If any provision of this Agreement or the application of any such provision is held invalid, through or by state or federal statutes or regulations, the remainder of this Agreement shall not be affected thereby.
Section 20.5.
Neither party shall be compelled to comply with any provision of this Agreement which conflicts with state or federal statutes or regulations promulgated pursuant thereto.

Section 20.6.
In the event either of the two (2) previous sections is determined to apply to any economic provision of this Agreement, such provision shall be renegotiated pursuant to Section 17.3.

Section 20.7.
No later than March 1, 2020, both parties agree to establish a schedule to begin collective bargaining on a successor Agreement.

In the event collective bargaining on a successor Agreement has not been completed prior to the expiration date of this Agreement, the provisions of this Agreement shall be in effect until a successor Agreement has been ratified by both parties of this Agreement or up to a period of twelve (12) months from the expiration date.

Section 20.8.
If the District receives notice of wage and/or benefits non-compliance from either SPI or the state auditor, the parties will meet within ten (10) calendar days to negotiate any adjustments necessary for compliance.
SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES
OF CHEHALIS TRANSPORTATION

CHEHALIS SCHOOL DISTRICT #302

BY: ____________________________
Ariane Withers, Chapter President

BY: ____________________________
Ed Rothlin, Superintendent

DATE: __________________________
June 27, 2017

DATE: __________________________
June 27, 2017
Chehalis School District  
Transportation Schedule A  
September 1, 2017 – August 31, 2018 School Year

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Notes:  
Substitutes are non-bargaining unit members and will be paid at step 1 "Transportation Driver" rate.  
Supplemental trips are not state funded to and from home/school trips.  
All non-driving duties will be paid at the "Casual Supplemental Trip Driver" rate.
EXHIBIT 1

PURPOSE:
To clearly define the Rules / Regulations / Use / Definition and Process regarding school bus routes & supplemental trips.

DEFINITION OF TERMS:
Transportation drivers are assigned to regular routes to and from schools, special education routes, and supplemental trips.

Special Education Drivers are hired by Chehalis School District for the primary purpose to transport students to and from school. Special training requirements are required for transporting special needs students.

Drivers interested in taking supplemental trips may take two (2) conflicting supplemental trips per week and any other non-conflicting supplemental trips according to the rotating roster board; providing a driver doesn’t exceed DOT Regulations otherwise stated.

Types of Routes / Trips:

Regular Route:
A designated course regularly traveled by a school bus designed to transport students to or from their homes, school or designated bus stops.

Bus Run:
A complete trip on a route. (To illustrate the difference between a run and a route: it is possible to have multiple runs on the same route, i.e. one high school, one middle school and one elementary run.)

Midday Route:
A Regular Daily Route that occurs between the a.m. and p.m. regular routes. Primarily, are those regular daily routes that pick up and/or deliver Kindergarten / Pre-School students and regular school program activities. Midday runs are posted annually for bid prior to start of calendar school year and selections are made according to seniority, experience and qualifications. Driver must be present at the fall annual inservice meeting to bid or receive a midday route.

Supplemental Trip:
Trips that transport students to any event sanctioned for pupil attendance or authorized by the school district other than for the purpose of regular to and from school transportation.

Supplemental Trips that occur, that either immediately precede or follows regular run times, may be assigned to the route best suited to the activity involved based on time and location, provided however, that when the activity could best be served by two (2) or more routes, seniority would prevail.
Supplemental Trips of more than one (1) day duration, not immediately preceding nor following regular run times, will be posted as a unit for that specific activity.

**Supplemental Trip (Non-Conflicting):**
Supplemental Trips that do not conflict with the regular to and from routes. A trip is considered non-conflicting when it does not interfere with any of the regular a.m. / p.m. routes.

**Supplemental Trip (Conflicting with Regular Routes):**
Supplemental Trips that conflict with Regular Route schedules. A Supplemental Trip is considered conflicting if it is dispatched out during the regular routes; of which occur from the earliest a regular route is dispatched to the latest regular route returning to the transportation center. Conflicting route times may vary year to year as routes change.
(i.e. daily route times, 1st route checked in A.M. and last route in P.M.)

**Supplemental Trip (Conflicting with Midday Routes):**
Supplemental Trips that conflict with one’s Midday Route schedule. A Supplemental Trip is considered conflicting if it is dispatched out during an individual’s midday route.

**SUPPLEMENTAL TRIP REPORTING:**

**Supplemental Trip Logs:**
Each driver assigned to a trip will be given a trip log at or before the date of the trip. If for some reason a driver did not receive a trip log, they are then required to use a standard yellow daily log. The trip log has information regarding the date and time of trip, vehicle #, pickup location and destination. If after receiving the trip log, any information had been changed, driver is to appropriately correct the information as needed on the trip log.

The driver is required to accurately fill out the areas designated for miles and hours and return immediately after the assigned trip. Prior to leaving on the supplemental trip, the driver is required to log the beginning mileage and check in time in the appropriate area. Driver will then need to note the time arriving at the pickup location, leaving the pickup location, arrival at destination, departure from destination, return at pickup location, departure from pickup location and final check out time. In the event a trip exceeds 15 hours, the driver is to log additional hours as "Rest Time" and acquire the necessary time to rest / sleep and prepare for trip home. Upon completion of trip, driver must record the ending mileage, and total the over all miles and hours taken for the trip. The driver is also asked to note any irregularities occurring on trip and problems that may have occurred at the bottom or back side of trip log.

**Supplemental Trip Maps:**
In most cases, the transportation office has maps of most regularly assigned destinations. It is recommended that when taking a supplemental trip, the driver makes a copy and/or reviews the route best suited for the trip. Drivers are to verify with the coach or chaperone prior to leaving on any trip, the specific destination, location and any possible alterations that may be needed in traveling to and from the activity.

**Supplemental Trip Rules:**
A specific set of rules regarding appropriate behavior while on a supplemental trip. The trip driver is required to present each coach or chaperone a copy of the rules, and if necessary, review with them and their students the expectations prior to the supplemental trip.
**Keys Checked Out:**
Prior to leaving on a supplemental trip, the driver is required to check out from the office, a gate/building keys and Mutual Aide Booklet. Keys are to be returned no later than the following morning. Depending on the destination, a credit card, extra garbage bags; etc. also should be checked out and taken if necessary.

**Supplemental Bid Board Process & Procedures:**

**Purpose:**
A supplemental board that clearly displays the placement of drivers in relationship to trips taken. The board is sectioned off into columns noting:

**Possible Exclusions:**
In the event of safety concerns, personnel limitations or scheduling conflicts, it will be the discretion of the supervisor / designee to assign supplemental trips that best meet the needs of the school district and their students.

**Postings / Assignments of Supplemental Trips**
Supplemental trips shall be posted for driver consideration in a reasonable time prior to bidding. Posted bid week is Monday through Sunday.

**Weekly Bid:**
Postings shall include date of trip, time of departure, origin / destination, and type of activity for the next calendar week; (Monday through Sunday). Eligible drivers who are interested in selecting supplemental trips must meet with the supervisor / designee at (8:30 on Thursday for Chehalis), or last working day of the week, or forfeit their choice of selection for that weeks posted trips. Drivers must have worked their last designated work assignment to participate in the weekly bid. Drivers unable to attend the weekly bid due to other transportation work assignments or route schedules; (i.e.; a P.M. only route), may leave in order of preference, selected choices in writing with the transportation office. If written choices are selected by other drivers, assignment may be made by the supervisor upon a driver's request. The weekly bid rotation will begin after the last assigned driver from the previous weekly bid.

**Mid-Week Bids:**
Supplemental Trips that become available after the weekly bid times will be made available to all eligible drivers on a separate column of the rotating bid board. These trips will be made available on a rotational basis following the last driver assigned to the last mid week trip. This rotation is in and by itself and is separate from the weekly bid rotation. Drivers may select or refuse these trips and the rotational placement will be adjusted on the mid week bid Board. Trips that become available after Thursday P.M., but taking place after next weekly bid, should be on next the Thursday’s bid, not mid-week bid board.

For all cancelled trips, with less than two hours notices, the driver shall be compensated for two (2) hours pay and should not be removed for his/her place on the list.
Weekend Bids:
Supplemental Trips that are scheduled to include Saturday and/or Sunday will be made available to all regular eligible drivers on a separate column on the rotating bid board. Drivers may select or refuse these trips and the rotational placement will be adjusted on the (Weekend) rotating bid board.

Supplemental Trip Assignments:
Once a driver has accepted a supplemental trip assignment, it is his/her responsibility to perform it. Drivers must notify the assistant supervisor / designee as soon as possible if for any reason they are not able to fulfill their trip assignment. An un-excused absence will result in the driver losing their spot on the rotating bid board for a period of 15 working days. (Excused absence is only those that are authorized for illness / emergencies).

Supplemental Trip Eligibility:
An authorized transportation driver is eligible to take supplemental trips providing that the driver meets the following criteria:

a. Does not exceed more than one (1) conflicting supplemental trip per week involving all or part of a driver's daily work assignment.

b. All transportation drivers are required to follow all applicable Department of Transportation (DOT) regulations, excluding DOT regulations regarding limitation of driving hours of service providing the following procedures are met.

c. Supplemental trips which are scheduled to exceed DOT hours of service will be posted with an itinerary. Within the itinerary, there will be designated off duty hours noted as (Rest Time) with pay relieving the driver of all job related responsibilities to allow for appropriate rest / sleep. Hours of service is limited to 10 hours driving and / or 15 hours of total on duty time. Off duty (Rest Time) must be recorded on trip log and will be paid at the same supplemental trip rate but must be used for the sole purpose of (Rest / Sleep).

Supplemental trips which do not conflict with regular routes will be made available to eligible drivers on a rotational basis. Eligible drivers who are interested in supplemental trips are limited to two (2) supplemental trips per week which conflict with an individual's route(s). Supplemental Trip(s) that become available after 8:30 am on Thursday in Chehalis, or last working day of the week, will follow the mid week bidding procedures for these trips.

The Transportation Supervisor / designee, if the need arises, may assign supplemental trips to available drivers in an emergency situation. If this occurs, there will be no effect on driver’s placement on the supplemental bid board.

Altered Trips:
Supplemental Trips that are changed in length or starting times through no fault of the cooperative are considered luck of the draw and no compensatory trips or supplemental time will be given.
Reschedules:
If a supplemental trip has been rescheduled for the same calendar week, and within (24) hours from the time of cancellation, the trip will be given to the same driver if that driver has already bid a trip which would conflict with the newly rescheduled trip, said driver will get the next like trip. In the event a like trip meets the criteria for rescheduling, the driver must take said trip or forfeit rights to rescheduled said trip.

If a supplemental trip has not been rescheduled during a (24) hour time period, the driver losing the trip will be given the opportunity to take the next like trip. If the driver is unable to take the next like trip, the trip would then become available to the next eligible driver on the appropriate bid board. If there is no next like trip the driver will not be given any additional trip.

Cancellations:
Due to the changing weather conditions experienced during many sport activities, drivers assigned to trips that are susceptible to rain outs are encouraged to call prior to leaving for work. The Transportation Department will make every effort to notify the assigned driver of a cancellation or postponement, providing the office has a number that the driver can be reached. Compensation will not be given if the driver was unable to be reasonably reached in time.

If a trip is canceled after the driver has reported in for the assigned trip, the driver will be scheduled to perform their regular route. If the driver's regularly scheduled route has already began, the driver may record two (2) hours on the appropriate daily log forms noting time and activity canceled. If the two (2) hours is taken, the Supervisor / Asst. Supervisor may require the driver to work during this time. The driver will also be given the opportunity to take the next like trip. (Same process as Rescheduled Trips)

Like Trip:
A Like Trip meets the following criteria:

1. The trip is not more than thirty (30) minutes longer than the trip lost to the driver due to circumstances beyond the driver's control;
2. A weekday trip, if the original trip was on a weekday, or a weekend trip, if the original trip was on a weekend;
3. The trip is not limited to the same sport or student function.

Should a driver lose a supplemental trip, and has two (2) conflicting trips in one week, the driver retains the right to a Like Trip in the immediately following work week. See Definition of Terms related to conflicting supplemental trips.

In the event a supplemental trip is lost in the last few weeks of the school year and a Like Trip does not become available prior to the end of the school year, the driver's right to the next Like Trip will not carry over into the next school year.
Supplemental Trip Pay:

Pay:
There is a (1) one hour minimum for all supplemental trips when trip is not preceding and/or following regular route times. All supplemental trips will be paid at the supplemental trip rate of pay.

Overtime:
Bidding into known classification-wide overtime will be allowed to a maximum of ten (10) hours per week. Additional overtime will be prohibited unless circumstances dictate such an allowance. The driver will be paid at the standard overtime rate of one and one half (1 1/2) times their regular pay for all hours worked over forty (40) hours per week.

Overnight Trips:
Overnight trips are paid at a rate of 8 hours per/day when trip involves an overnight stay. If a trip leaves during a work day, the trip will be paid for actual time on duty. If a driver is required to be on duty for more than 8 hours, he/she will need to have verification and signed by coach/chaperone to receive payment in addition to the standard 8 hours.

Lunch:
Recognizing that Transportation Drivers in the Transportation classification presents special shift problems, scheduled lunch periods may vary or not apply on regular routes. When on a regularly assigned supplemental trip, pay is given from start to finish. When appropriate, the driver has the option to go eat, etc. for up to one hour, away from the activity, understanding that the driver is on his/her own time without pay. Unless authorized, the use of a school district vehicle is prohibited. Notification by the driver must be given to the coach or chaperone as to the approximate time and destination. Excess of one hour must have prior authorization of the Transportation Supervisor / Assn. If a particular trip is taken that does not include lunch, but time is allowed to take a lunch, 30 minutes of non-pay will be given. Employees required to work through their regular lunch periods will be given opportunity to eat at a time agreed upon by the employee and supervisor.

Food/Lodging:
While on a supplemental trip during a meal period, meals shall be reimbursed in accordance with district reimbursement policy. When lodging is requested by the Transportation Department on an overnight trip it will be made in accordance with the drivers needs to receive a complete (8) hours rest.

Family / Friends On Supplemental Trips:
Drivers may not take family members or friends at any time on any supplemental trips, unless the family member(s) or friend(s) are part of the group being transported.

SUPPLEMENTAL TRIPS
DRIVER RESPONSIBILITIES

1. Perform a complete pre-trip immediately after required check in time, so as to be at the given school on time.
2. Before departure:
   A. Obtain a driver log form, being sure to follow the exact times of departures and accurately
      filling out the necessary information.
   B. Know directions to your destination. Obtain a map if necessary.
   C. Be sure to have in your possession a cellular phone if available, mutual aid booklet, trip rules,
      garbage bags, hammer and keys for the gate and office.

3. Be courteous and friendly to coaches and chaperones. Explain prior to the trip your expectations of
   them and their students. Give them a copy of the bus rules for supplemental trips. Allow the coach
   or chaperone to deal with any student problem that may exist. If the problem is not resolved then
   the problem is to be taken care of by the bus Transportation driver. Notification should be given to
   the Transportation Director/Assistant Director as to any problem dealing with the trip. Re: dirty
   bus, student problems etc.

4. It is the responsibility of the driver to insure that the bus is secured and supervised during the
   activity. A routine check every 1/2 to 1 hour shall be performed, unless prior authorization from
   the Transportation Director/Asst Director is obtained. Due to previous problems at certain schools,
   the driver may be required to stay with the bus during that activity. If bus cannot be secured, driver
   cannot be held responsible.

5. The driver has the option to go eat, etc. for up to one hour, understanding that the driver is on
   his/her own time without pay. Notification must be given to the coach or chaperone as to the
   approximate time and destination. Excess of one hour must have prior authorization of the
   Transportation Director or Assistant Director.

6. Unless prior authorization by the Transportation Director/Asst Director, the bus or vehicle may
   only be used for that given activity.

7. If clean up after a given trip requires more than 15 minutes, notification must be given to the
   Transportation Director/Asst. Director as to the bus condition and justification for extended time.
# CHEHALIS PUPIL TRANSPORTATION COOPERATIVE
## EMPLOYEE EVALUATION REPORT
### SCHOOL BUS DRIVER

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### SCALE VALUE
(S) FULLY MEETS JOB REQUIREMENTS  (U) DOES NOT MEET JOB REQUIREMENTS

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### TOTAL OVERALL RATING

<table>
<thead>
<tr>
<th>Does Not Meet Job Requirements</th>
<th>Fully Meets Job Requirements</th>
</tr>
</thead>
</table>

Suggestions/Commendations for Personal Development in Present Position:

*Signing of this evaluation does not indicate the employee’s agreement with the evaluation. The employee has the right to request a review of this evaluation with the Transportation Supervisor.*

<table>
<thead>
<tr>
<th>Employee Signature:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor’s Signature:</td>
<td>Date:</td>
</tr>
</tbody>
</table>
Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF CHEHALIS TRANSPORTATION AND THE CHEHALIS SCHOOL DISTRICT #302

The District and Association agree to the following provisions in order to make a good faith effort to comply with 2012 Washington Laws Ch. 3 (ESSB 5940).

1. The provisions of this Memorandum of Agreement (MOU) shall supplement the provisions of the current collective bargaining agreement (CBA), all of which shall remain in full force and effect. If any provision of this MOU conflicts with the current CBA, the provision of this MOU shall prevail. Any dispute regarding the interpretation or proper implementation of this Memorandum shall be subject to the grievance procedures of the current CBA.

2. As appropriate, the District shall ask an insurance broker or release a Request for Proposal (RFP) to procure premium quotes for health benefit plans that meet the responsible contracting standards of ESSB 5940 and to document the approach for procuring such quotes. (This assumes that the information necessary to provide for such a quote is available.) The quotes to be procured and plans offered shall include:
   a. At least one qualified high-deductible health plan (HDHP) and health savings account (HSA);
   b. At least one health benefit plan in which the employee share of the premium cost of a full-time employee, regardless of whether the employee chooses employee-only coverage or coverage that includes dependents, does not exceed the premium cost paid by state employees during the 2012 state employee benefits year; and
   c. Health plans that promote health care innovations and cost savings, and significantly reduce administrative costs.

3. To ensure employees selecting richer benefit plans pay the higher premium, and make progress toward the 3:1 ratio goal of full-family to employee-only coverage premiums in ESSB 5940, each employee included in the pooling arrangement within the CBA who elects medical benefit coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. The minimum monthly charge shall be 1% of the individual premium. Such minimum monthly charge shall be paid regardless of the impact of pooling. For eligible employees selecting the HDHP with a Health Savings Account (HSA), up to $50 per month of the employee’s FTE amount shall be allocated to the employee’s HSA only if the total cost of all benefits for the employee is less than $768 per month.

4. The parties shall abide by state laws relating to school district employee benefits and this MOU shall be construed consistent with such laws.
5. This MOU shall be effective for the 2017-18 school year. The parties shall meet prior to June 1, 2018, to discuss whether to renew or amend this MOU for another year.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES
OF CHEHALIS TRANSPORTATION

BY: Ariane Withers, Chapter President

DATE: June 27, 2017

CHEHALIS SCHOOL DISTRICT #302

BY: Ed Rothlin, Superintendent

DATE: June 21, 2017