

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

COUPEVILLE SCHOOL DISTRICT NO. 204

AND

**GENERAL TEAMSTERS LOCAL UNION NO. 231
(SCHOOL BUS DRIVERS)**

September 1, 2019 – August 31, 2022

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Article I – Definitions

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

- 1.1 **District** refers to Coupeville School District #204, Island County, Washington, as represented by the then-governing Board of Directors.
- 1.2 **Board or Board of Directors** refers to the five individuals elected by the citizens of the District acting in their official capacity as the governing body of the District. The Board has authority to govern only when at a public meeting having a quorum of at least three board members.
- 1.3 **Superintendent** refers to the individual employed by the Board of Directors as superintendent, or his/her authorized designee.
- 1.4 **Teamsters** refer to the General Teamsters Local Union No. 231, a union representing the drivers in the District.
- 1.5 **Union Representative** refers to a Representative employed by the Local Union.
- 1.6 **Shop Steward** refers to a District employee elected as the on-site representative of the bargaining unit.
- 1.7 **Driver** refers to an individual, with a CDL “S” endorsement, employed by the District to drive a Coupeville School District owned bus or other vehicle to transport students on a regular basis.
- 1.8 **Route** refers to a regular morning or afternoon daily route of at least one day per week assigned to transport students to and from school, including detours that may be added to a route on an intermittent basis. **Temporary route** refers to a regular morning or afternoon daily route required to transport students to and from school on a temporary basis (twenty (20) or less working days). **Shuttle route** refers to a route assigned to transport students between schools within the District.
- 1.9 **Trip run** refers to all other driving assignments in or out of the District. EXCEPTION: Home half-time football game assignments.
- 1.10 **Work assignment** refers to the regular assignment of a route to a driver in accordance with District needs and the adopted school calendar.
- 1.11 **Grievance** refers to an alleged violation of the terms of this Agreement, an alleged violation of the contractual relationship between the District and a Teamsters member, and/or any alleged act which unjustly and unlawfully causes a driver to lose his or her employment or benefits.

Additional terms whose use is limited to a particular article of this Agreement will be defined in that article.

Article II - Recognition

- 2.1** The District recognizes the Teamsters as the sole and exclusive representative of the District's drivers.
- 2.2** The Teamsters recognizes the Board of Directors as the sole and exclusive representative of the District authorized to make final decisions concerning, and to execute, this agreement.
- 2.3** Both parties agree that substitute drivers are not subject to or governed by this agreement.

Article III – Term of Agreement

- 3.1** This Agreement, made this first day of September 2019 shall remain in full force and effect until August 31, 2022, unless either party shall serve the other with written notice of intention to reopen this Agreement for changes or modifications at least one hundred twenty (120) days prior to August 31, 2022.

Article IV – Administration of Agreement

- 4.1 Printing of Agreement.** Within thirty (30) working days after both parties have tentatively agreed to existing or amended terms and conditions of this agreement, the District will prepare a final draft of the agreement for approval by the Teamsters and by the Board of Directors at its next regularly scheduled meeting. Once approved and properly signed, the District will arrange for printing of the agreement at the earliest possible date.
- 4.2 Distribution of Agreement.** The District will distribute a copy of the agreement to each driver, will provide a copy to be retained in the office of the District transportation supervisor, and will make a copy available for review by individuals applying for a position as a driver in the District.
- 4.3 Legality.** If any provision of this agreement is determined to be invalid or contrary to law or to an authority of competent jurisdiction - e.g., the courts of the State of Washington or the United States, the Public Employment Relations Commission (PERC), the Office of the Superintendent of Public Instruction (SPI) - then such provision will not be performed, applicable, or enforced except to the extent permitted by law or such authority. All other provisions will remain in full force and effect.

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

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

4.4 Seniority Listing. The District agrees to annually post a seniority listing of drivers on the Teamster's bulletin board provided for driver use, and to forward an identical listing to the Teamsters representative.

4.5 Union Notification. Within seven (7) days from the date of hiring a new driver, the District will forward written notification to the Teamsters including the name, address and telephone number of the driver, the date of hire, and the job classification and wage rate for the driver.

4.6 Compliance with Agreement. Each driver's annual notice of employment will expressly state that it is subject to the terms of this agreement.

Article V - Rights of the Parties

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

5.2 Union Membership and Dues Processing: The Union will notify the District of its initiation fees and dues. The District agrees to deduct such membership initiation fees and dues from the wages of employees who have authorized deductions in writing. The payroll deduction will begin the pay period following receipt of the authorization form. The District will remit to the Secretary-Treasurer of Teamsters Union Local No. 231 said monies together with a list of employees and amounts to be credited on their behalf.

5.2.1 Revocation: The Union will promptly furnish the Employer written notification from an employee who revokes consent of the deduction of Union initiation fees and dues. Once notified, the Employer will stop deducting initiation fees and dues.

5.2.2 Indemnification: The Union will indemnify the District against any and all liability which may arise by reason of the deduction by the District of money for Union membership dues from employee's wages in accordance with employee authorizations furnished to it by the Union. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

5.2.3 Notification to Union of New Hires: The District agrees to notify the Union (Teamsters) of new hires within seven (7) days of hire. Notification will be in writing and will include name, address, date of hire, classification, work location and phone number.

5.2.4 New Hire Orientation: The District will provide the Union thirty (30) minutes, during the employees' regular working hours, for purposes of presenting information about the bargaining unit and Union membership. The Union Shop Steward and Business Representative will be allowed to attend this new hire orientation. This shall generally occur within the first two (2) weeks of an employee's date of hire but in no instance later than ninety (90) calendar days.

5.3 Drivers will not be subjected to disciplinary action or discrimination in employment procedures or while employed as a result of the driver's age, sex, religion, marital status, familial affiliation, union affiliation, race, creed, color, national origin, domicile, political activity or lack thereof, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The prohibition against discrimination on the basis of sensory, mental or physical disability will not be interpreted to require the District to employ a person who cannot perform the essential functions of the job, with or without reasonable accommodation.

5.4 Drivers have the right to inspect all contents of their personnel file kept in the District office, to attach comments to documents in the file, and to request a hearing with the superintendent concerning review and removal of documents.

5.5 The Teamsters has the right to have a shop steward and an assistant steward to act as the Teamsters representative and alternate representative on the job. The District will not discriminate against the steward or assistant steward for their actions as Teamster representatives. Neither the steward or assistant steward will interfere with District rules, regulations, policies, procedures or directives.

5.6 Accredited representatives of the Teamsters will have access to District premises during working hours for the purposes of adjusting disputes, investigating working conditions, collecting dues, and verifying that provisions of this agreement are being adhered to. Each such representative will check in with the District office before contacting any driver on the job.

5.7 The Teamsters, and each driver, waives the right to strike, boycott, or stage a sit-down, slow-down or stoppage of work that would interfere with District operations.

5.8 The District waives its right to "lock out" any driver.

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

Article VI - Working Conditions and Requirements

6.1 **Work Equipment:** The District will provide all necessary equipment for drivers to safely fulfill the requirements of their job, with the exception of items of personal apparel. The District also will provide building facilities for use by drivers, including suitable bulletin board space accessible to drivers for Teamsters' use.

6.2 **Driver Responsibilities:** Each driver will strive to fulfill the responsibilities defined in the District job description.

6.2.1 Driver Physical Examination: Per Board Policy, each driver must meet Washington State Department of Transportation (WSDOT) requirements for school bus drivers. Certification of their physical competence to continue as a driver will be from a WSDOT certified physician. The District will pay for physical examinations mandated by WSDOT requirements, up to a maximum of one per year. If the WSDOT requirements exceed one physical examination per year the driver may request that the District pay for the additional exam. The request must be made in writing, provide an explanation and be approved on a case-by-case basis by the Superintendent.

6.2.2 Vehicular Responsibilities: The District authorizes drivers to use twenty (20) minutes per route for pre-trip inspection and post-trip close out (including write-ups, parent calls, and minor route book updates as needed). The vehicle inspection is to be completed concurrently with vehicle warm-up. In addition, each driver shall receive a minimum of two (2) hours at the appropriate rate of pay per week for the driver to wash and fuel their bus, as well as attend monthly staff meetings as scheduled.

6.2.3 Maintenance: When a driver is required to take a vehicle to and/or from the shop, such driver shall be guaranteed a minimum of one (1) hour pay.

6.3 Route Assignments: Route and shuttle route assignments will be open for selection by drivers according to seniority at the beginning of each school year. Seniority will be established based upon each driver's date of hire. Drivers will retain their seniority while on approved paid or unpaid leave from the District; drivers on unapproved leave will lose their seniority.

If reassignment of a route or routes becomes necessary for any reason, such reassignment will be made by agreement among the drivers. If the drivers are unable to reach agreement, the District transportation supervisor will make the necessary reassignment.

If a regular route is cancelled, routes will be rebid in Seniority order.

Temporary route assignments will be made by the transportation supervisor.

6.4 Route Length: The time required for each route, and thus the time for which drivers will be compensated, will be established based on the average time in fifteen (15) minute intervals needed to complete the route during the first ten (10) days of the school year. If the average is five (5) minutes over the nearest fifteen (15) minute interval the time shall be rounded up, but not to exceed a maximum of eight (8) hours per day. If a change is made to a route, the District will adjust the route time, following the same ten-day averaging method. The District agrees to compensate drivers for time required in excess of the established route time, provided such time is appropriately documented.

The District will guarantee a minimum of two (2) hours for each route. The Teamsters agrees that drivers will perform other appropriate work, incidental to the transportation of students, if the actual driving time, plus inspection, clean-up, washing, and refueling time, is less than the established route time (in fifteen (15) minute intervals), and shall be performed during the actual call-in time.

6.5 Trip Runs: Trip runs will be assigned on the following basis: Drivers will be ranked by seniority on a monthly trip list established by the shop steward. Drivers may specify that their name is or is not to

be included on the monthly list. The District transportation supervisor then will assign trip runs on a rotational basis. If the driver next in line for a trip run chooses not to take the trip run, the next person on the list will be invited to take the run. Each person choosing not to take a trip run must then wait until his/her name comes up next in the rotation.

The District will guarantee a minimum of two hours for each trip run at the driver's regular rate of pay. If a trip that is less than a Driver's AM or PM contracted time, and the Driver had to deduct that time to take the trip, the District will make the Driver whole.

The District may use non-bargaining-unit employees to transport a small group, totaling no more than seven (7) individual students, to special events. Such employees will not be compensated as drivers.

6.6 Trip Run Cancellation: Trips cancelled with more than two (2) hour's notice to the driver assigned shall require no minimum pay. Trips cancelled with two (2) hour or less notice shall require a two (2) hour minimum pay.

6.7 Drug Testing: Drug testing as required by the Department of Licensing for CDL requirements, both random and probable cause, shall be paid two (2) hours minimum.

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

Article VII – Compensation

7.1 Drivers will be compensated on an hourly basis at the following rate:

	<u>2019-2020</u>
Step 1 (1 st year in the District)	\$26.71
Step 2 (2 nd year through 14 th year)	\$29.06
Step 3 (15 th year and beyond)	\$29.65

Effective 2020-2021 all steps shall be increased by 3.5%

Effective 2021-2022 all steps shall be increased by 3.5%

Drivers that are trained as Driver Trainers will receive an additional two dollars (\$2.00) per hour above their regular rate while performing Driver Trainer duties. In the event that the Driver Trainer(s) is (are) not available to train potential drivers, the Transportation Supervisor or if the Supervisor is not available, a Driver Trainer from another school district may step in as needed to continue the training of the candidates. The Transportation Supervisor may also assist the Driver Trainer with training as needed. All Driver Trainers shall be certified in accordance with Washington State Law.

The district agrees to pass through any salary or benefit increase funded by the state during the term of this agreement that will be calculated in addition to the rates as shown above.

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

7.2 The District will compensate drivers assigned to overnight trips as follows:

- The driver will receive his/her regular rate of pay for driving time;
- Plus \$75.00 per night;
- Plus, the daily per diem as outlined in District Policy 6233.

The District also will provide a private room for the driver's overnight accommodations.

7.3 The District will compensate drivers at their hourly rate of pay to attend classes required by the District.

7.4 As directed by the District, prior to the commencement of school, each driver shall be compensated for one (1) eight (8) hour day, to bid for routes, attend the annual staff breakfast, prepare their bus, be familiar with their route and system, participate in inservice activities, etc.

7.5 Regular drivers who leave regular employment and are retained as substitute drivers will maintain the Step 2 rate of pay.

Article VIII – Payroll Deductions

8.1 Required Deductions: The District will make payroll deductions for drivers as required by law, including deductions for federal income tax, federal income contribution act (FICA), Washington State Teacher's Retirement System, Washington Public Employees' Retirement System, industrial insurance and absence not covered by authorized leave.

When so ordered by a Superior Court, the district will comply with the directives of a Writ of Garnishment filed against a driver. Each garnishment or action for collection of debts will be reviewed by the superintendent and the information will become a part of the driver's record.

8.2 Voluntary Driver Contributions: Deductions for voluntary driver contributions will be made with appropriate signed driver authorization for: regular Teamster dues and assessments; premiums for approved insurance and tax sheltered annuity programs; payment to the Washington School Employee's Credit Union; payments to duly registered political action committees; and contributions to charitable organizations, provided five or more District employees wish to donate to the same organization.

Article IX – Benefits

9.1 Leaves: The District agrees to provide leave benefits to all drivers. Leaves will be granted with full pay at the driver’s current rate unless otherwise stated. For purposes of this Article, “days” refers to the regular workday for drivers; thus, days of leave will be granted in direct proportion to each driver’s regular workday. Planned leaves require reasonable advance notice. Sick leave is the only leave that is cumulative from year to year.

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

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

9.1.1 Sick Leave: The district will grant each driver twelve (12) days of paid sick leave per year. Sick leave may be used for any purpose in accordance with law. The district may request verification that the use of paid sick leave is for an authorized purpose for any absence in excess of five (5) consecutive days. Such requests shall be in accordance with RCW 49.46.210. Verification for domestic violence leave will be pursuant to WAC 296-135-070. If sick leave benefits are exhausted, the District may grant leave without pay or benefits for the balance of the illness, upon the recommendation of the superintendent.

Unused sick leave may be accumulated up to a maximum of one hundred eighty (180) days. Drivers are entitled to be compensated for unused sick leave in accordance with RCW 28A.400.210.

9.1.1.2 Beginning January 1, 2020, eligible employees are covered by the Washington State Paid Family and Medical Leave Program (RCW 50A.04). Eligibility for state paid leave and benefits are independent of this Agreement and premiums are shared between the District and the employee pursuant to the premium rates established by RCW 50A.04.115.

9.1.2 Bereavement Leave: The District will grant each employee up to five (5) working days of bereavement leave, per incident, in the event of a death in the employee’s immediate family. For this purpose, immediate family is defined to include parents/stepparents, spouse, child/stepchild, person living in immediate household as a member of the family.

A maximum of two (2) days of bereavement leave will be granted for the death of son/daughter in-law, siblings, brother/sister in-law, uncle/aunt, nephew/niece, mother/father in-law, grandparent, or grandchild. A two (2) day extension may be granted for travel out of state, or for unusual circumstances, at the discretion of the Superintendent.

9.1.3 Personal Leave: The District will grant each driver three (3) paid days annually for personal leave. Drivers may use personal leave as needed, subject to prior approval of the District transportation supervisor, or if the supervisor is unavailable, the superintendent. The Teamsters agree that all drivers will request personal leave sufficiently in advance to allow for necessary adjustments to the work schedule. The District transportation supervisor will not be required to approve requests for personal leaves that would occur during the first or last week of the school year, or on the day before or after a school holiday or three-day weekend. Unused Personal Leave will be cashed out and paid out in July payroll.

9.1.4 Military Leave: The District will grant up to fifteen (15) days per year of paid military leave, as provided by law, to each driver who is a member of the United States Military Reserve Unit or a member of the Washington National Guard, provided such reservist has been called to active duty for training. Military leave will be in addition to any vacation or sick leave to which the driver may be entitled and will not result in any loss of rating, privileges, or pay.

9.1.5 Jury Duty and Subpoena Leave: The District will grant paid leave to a driver for the days he or she is required to serve on a jury.

Two (2) days paid leave will be granted to drivers subpoenaed as witnesses in court or other legal proceedings, provided that any witness fee is reimbursed to the District, and provided that the driver is not directly or indirectly involved in the proceeding. A driver may be granted leave without pay when the driver's presence is required in a proceeding in which he or she has an interest.

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

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

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

9.1.7 Professional Pay: All employees subject to this Agreement shall receive up to one (1) professional day annually for the purpose of attending workshops or other vocational improvement training opportunities. If the training takes place during normal work hours, the employee shall suffer no loss in pay for attendance at said training and will be paid for any hours beyond the regular paid day. If the training occurs after normal hours or on a weekend, the employee shall receive compensation at the employee's regular hourly rate for hours of attendance. Requests for utilization of the professional day shall be submitted to and approved by the Transportation Supervisor. Professional days are non-cumulative.

9.1.8 Unpaid Leave: During the work year, up to five (5) unpaid leave days may be granted to a driver, with the prior approval of the supervisor and the superintendent. Requests for unpaid leave will be handled on a case-by-case basis. If the request is operationally feasible, it will be approved.

9.2 Holidays: The District will provide seven (7) paid holidays for all drivers each year.

9.3 Insurance:

9.3.1 Eligibility: Beginning January 1, 2020 all employees working or anticipated to work six hundred thirty (630) annual hours or more shall be eligible to enroll in the statewide insurance benefit program for school employees.

September 1, 2019 to December 31, 2019, benefit plans and District contributions shall remain the same as the 2018-2019 school year. There will be a limited open enrollment period available for October 1, 2019 to December 31, 2019 coverage for new drivers and November 1, 2019 to December 1, 2019 coverage for existing drivers, should anyone need to change their benefits prior to January 1, 2020.

9.3.2 The School Employees Benefit Board (SEBB) has been established by the Washington State Legislature to make available medical, dental, vision, long term disability, short term disability, accidental death & dismemberment and life insurance programs.

The District will pay one hundred percent (100%) for dental, vision, long term disability (LTD), accidental death and dismemberment (AD&D), life and the Health Care Authority Retiree Subsidy (Carve Out). Supplemental LTD, life and AD&D will be available through SEBB. No other competing benefits may be offered from independent vendors by the District or Teamsters for payroll deduction.

Cost for medical coverage will be shared by the District and the drivers. The SEB Board will determine the employee premiums for each tier and each plan. As of May 2019, those rates have not been determined. At open enrollment October 1, 2019 to November 15, 2019, the employee premiums will be established and published on the "My SEBB Account" portal.

9.3.3 Health Savings Accounts (HSA), Flexible Saving Accounts (FSA), and Dependent Care Assistance Program (DCAP) will be administered through the SEB Board.

9.3.4 In compliance with COBRA (the Consolidated Omnibus Budget Reconciliation Act), the District will offer continuing health care coverage through SEBB on a self-pay basis to drivers and their dependents following termination (for reasons other than gross misconduct), a reduction in hours, retirement or death. These benefits will be provided in accordance with federal law.

Article X – Evaluation

All drivers will be evaluated twice annually by the District transportation supervisor in accordance with Board policy.

Article XI – Probation and Discipline

11.1 Probation. Each driver newly hired by the District will be employed on a probationary status for the first forty-five (45) workdays of employment. A driver may be discharged at any time during this probationary period without recourse to the grievance procedure.

11.2 Discipline. The District may institute disciplinary action for driver behavior that adversely affects the driver's effectiveness on the job, or that Washington State or federal law determines to be sufficient cause for discipline. Such behavior includes, but is not limited to:

insubordination; gross incompetence; immorality; conviction of a felony; nonprofessional conduct; harassment of other employees or students; intemperance; vulgar speech or actions; use of prescription drugs without a legal prescription; use of drugs as prohibited in board policy; use of nonprescription drugs affecting the central nervous system; consumption of alcohol within twelve hours prior to driving; or use of district facilities, supplies or equipment for personal financial gain.

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

In all instances of disciplinary action beyond an oral reprimand, the driver will have the right prior to imposition of the discipline: a) to have the allegations which precipitated the discipline reduced to writing; b) an opportunity to rebut the allegations in writing; and c) to have a representative present.

The discharge of any driver is to take place in accordance with state law. A driver may appeal an improper discharge pursuant to RCW 28A.405.300 et seq.

11.3 Drivers shall be informed of any written complaints against them received by the supervisor within twenty-four (24) hours of receipt of the complaint.

Article XII – Grievance Procedure

Each driver has the right to present a grievance if he or she believes unfair treatment by the District has occurred. The affected driver(s) will continue to be employed and work for the District during the pendency of any grievance. Each grievance is to be submitted in accordance with the following procedures:

12.1 The driver first will meet with the District transportation supervisor to discuss the concern(s) giving rise to the grievance. Such meeting must occur within five (5) working days of the incident prompting the grievance, unless circumstances beyond the control of the driver prevent a timely meeting. The shop steward also may attend this meeting.

12.2 If no mutual understanding and/or settlement of the issue is reached, the driver may submit the grievance in writing to the Teamsters. A Teamsters representative will meet with a District representative within five (5) working days from receipt of the written grievance. Both the Teamsters and the District may request the presence of others at the meeting. Accredited Teamsters representatives will be permitted to review District records that are relevant to the grievance. All Teamsters representatives must check with the District office prior to contacting any driver on the job.

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

12.3 If the District/Teamster meeting does not produce a mutual understanding and/or settlement of the issue within fifteen (15) days from the date of the written grievance, the District and the Teamsters jointly will appoint an impartial arbitrator to hear the matter and render a final decision. The decision of the arbitrator will be binding on all parties.

In the event the District and the Teamsters cannot agree on an arbitrator within two (2) working days, the arbitrator will be appointed by the executive director of the Public Employment Relations Commission.

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

Coupeville School District #204



Steve King, Superintendent

General Teamsters Local Union No. 231

 6-19-19

Rich Ewing, Secretary-Treasurer



Christine Sears, School Board President

MEMORANDUM OF UNDERSTANDING

by and between
Coupeville School District
and
Teamsters Union Local # 231

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the Coupeville School District (hereinafter referred to as "District") and the Teamsters Local Union No. 231 (hereinafter referred to as "Union")

1. Purpose. The purpose of the MOU is to set forth the agreement of the parties concerning the interim creation of a new classification to be referred to as "Type 2" driver. This position has been created to address the transport of one or few students based on their Individual Education Plan (IEP) to a school placement outside of the District using a District van.
2. Agreement. Due to the current shortage of CDL "S" endorsed bus drivers working for the District and despite repeated attempts to hire additional drivers, the District shall have the right to hire an employee as a Type 2 driver to transport students to a school placement outside of the District based on their Individual Education Plan.


Type 2 drivers are not required to carry a CDL "S" endorsement, and as such shall be paid at the rate of eighty percent (80%) of the step 1 rate as outlined in Article VII, section 7.1 of this agreement.

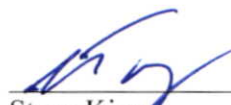
The creation of this position shall not supplant CDL "S" endorsed drivers, but rather supplement the District transportation department based on the individual needs of the student(s).

The Union and the District shall agree to discuss the newly created position, and the impacts to the transportation department during the school year(s) covered by this agreement.

3. Effective Date. This Memorandum records the understanding between the District and the Union. This agreement will be effective September 1, 2019 and shall remain in effect until expiration of this agreement, or as modified through the negotiation process.

Signed this 24th day of June, 2019


Rich Ewing
Secretary-Treasurer
Teamsters Union Local 231
District


Steve King
Superintendent
Coupeville School