

**MEMORANDUM OF UNDERSTANDING**  
Between the  
Issaquah School District  
And  
Washington State Council and City Employees Local #21-I  
AFSCME AFL-C10

The following *Memorandum of Understanding* is made and entered into between the Issaquah School District and the Washington State Council and City Employees concerning the impacts of remote learning on Transportation Department employees due to the COVID-19 pandemic.

1. Working members of the Washington State Council of County and City Employees Local #21-I that meet one or more of the higher risk criteria defined by the Governor's Proclamation 20-46 and are expected to work on site may:
  - Request a consideration for an alternative work assignment through an interactive interview with Human Resources; or
  - Access their accrued leave after August 31, 2020 or unemployment insurance.
2. Beginning February 2, all employees whom do not have "package hours, routes, etc." will remain on unpaid furlough status. All members of the bargaining unit in unpaid furlough status shall receive full benefits, including District and employee portion paid SEBB through March 31<sup>st</sup>, 2021.
3. Drivers who are working or awarded package hours, routes, temporary routes, temporary work, etc. after February 2, 2021 will be compensated for their previously agreed upon package hours with a minimum amount of 20-hours per week guaranteed or the current hours the driver is working whichever is greater through March 31<sup>st</sup>, 2021. Drivers receiving compensation from the district who are benefit eligible per the current CBA shall be responsible for employee portion of SEBB benefits.
4. Employees electing to use accrued leave will be required to use leave in increments equal to compensated package hours/ leave accrual rates. The parties will meet prior to March 3, 2021 to discuss benefits or an extension of wages.
5. The District reserves the right to engage in a Reduction of Force as approved by the Board of Directors in accordance with the appropriate Collective Bargaining Agreement language.
6. Employees who are on Furlough will maintain their seniority.
7. Members will be offered assignments per seniority.
8. The District will provide appropriate and necessary PPE to all members working in transportation functions. Parties agree to meet regularly through labor-management to evaluate and discuss PPE and health and safety protocols.
9. The addition of secondary grade span to Hybrid Learning/Transportation program will require a "traditional" package selection process. All work shall be posted for selection per the collective bargaining agreement.
  - Upon resumption of Hybrid Learning/Transportation the Union will be provided a review of all packages with five (5) working days advance notice prior to package selection.

- A driver would be making a selection of package hours that will go into effect as soon as the grade span and/or programs begin service.

10. Suspension of Transportation Services due to COVID- 19:

- "Guaranteed Package Hours" will be suspended if the District must close our facilities due to COVID-19. The suspension of "guaranteed hours" could be by route (s) or for the entire unit.
- If a "COVID-19" shutdown occurs the parties will meet as soon as possible to discuss impacts on pay/benefits.
- If a driver is required to quarantine due to potential workplace exposure, they will do so in accordance with school District policy and practice.
- In recognition of the "pause" in "Guaranteed Package Hours" the District will allow for effected staff to apply for uncontested unemployment benefits.
- This MOU does not change or eliminate any provisions in the current collective bargaining agreement, unless explicitly stated within this memorandum.

11. Parties agree during the term of the 2020-21 school year (ending June 30, 2021) to continue the current practice of transportation employee pay periods as monthly compensation.

This MOU will not be precedent setting and shall expire on March 31, 2021.

For the District

  
\_\_\_\_\_  
Jake Kuper, Chief Financial Officer

2-2-21  
Date

Washington State Council and City Employees Local #21-I

  
\_\_\_\_\_  
Michael Rainey, Staff Representative

2-2-2021  
Date

  
\_\_\_\_\_  
Angela McSwain, President

2/4/2021  
Date